

Bid Corrigendum

GEM/2023/B/3287028-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions

Buyer Added Bid Specific Additional Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Cardiac Anaesthesiology
CNC
AIIMS
New Delhi
29
.
4. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life b the OEM before this period.
5. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
6. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
7. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
8. Malicious Code Certificate:

The seller should upload following certificate in the bid:-
(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
(i) Inhibit the desires and designed function of the equipment.
(ii) Cause physical damage to the user or equipment during the exploitation.
(iii) Tap information resident or transient in the equipment/network.
(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
9. **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address e-mail Id and Phone No. required to be furnished along with the bid
10. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the

contracted rates. Bidders are bound to accept the orders accordingly.

11. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
12. Scope of supply includes Training: Number of employees to be trained
1
, Place for Training
Cardiac Anaesthesia
and Duration of training
1
days.
13. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
14. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:
Including all spares and labour (As mentioned in the bid specifications)
15. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
Including all spares and labour (As mentioned in the bid specifications)
16. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
17. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted
18. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
AIIMS CNC ACCOUNT payable at New Delhi
payable at
payable at New Delhi
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
19. Bidders can also submit the EMD with Banker's Cheque in favour of
AIIMS CNC ACCOUNT payable at New Delhi
payable at
payable at New Delhi
.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
20. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
21. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
AIIMS CNC ACCOUNT payable at New Delhi
payable at
payable at New Delhi
.
After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
22. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of
AIIMS CNC ACCOUNT payable at New Delhi
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
23. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacture of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

24. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the project as per the prescribed local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

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- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

26. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
27. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
28. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab and the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

29. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
30. SLBR62
31. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
32. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
33. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
34. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
35. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
36. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 4 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of
4% of cost of quoted equipment
(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).
37. Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
38. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope
Including all spares and labour & as mentioned in the bid specifications
(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)
39. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
40. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit

the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

41. Buyer uploaded ATC document [Click here to view the file.](#)
42. Buyer Added text based ATC clauses

BID DOCUMENT

(Two Bid System for Machinery & Equipment)

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
ANSARI NAGAR, NEW DELHI-110 029, INDIA.**

STORE SECTION (CNC),

Email: cncstoreofficer@gmail.com

Phone: 011-26594704/26546651.

ATC & SCOPE OF SUPPLY

Bid for Procurement of Advance Anaesthesia Workstation-04 Nos. for Department of Cardiac Anaesthesiology, CNC, AIIMS, New Delhi-29.

T. No.150/CNC/Cardiac Anesthesiology/2022-2023/St.

(CRITICAL DATE SHEET)

Published Date & Time	18-03-2023 at 06.00 p.m.
Bid Document Download/Sale Start Date	18-03-2023 at 06.00 p.m.
Seek Clarification Start Date	18-03-2023 at 06.00 p.m.
Seek Clarification End Date	26-03-2023 at 03.00 p.m.
Pre-bid meeting done on	27-03-2023 at 03.00 p.m.
Pre-bid meeting value was:	Cardiac Seminar Room, (Near Cath Lab), Ground floor, CNC, AIIMS, New Delhi-29
EMD	Rs.4,32,000/-

In favour of	'AIIMS CNC A/C' payable at New Delhi-29.
To be deposited	Room No.01, 1 st Floor, Store Section (CNC), New Pvt. Ward, AIIMS, N.Delhi-29.
Submission end date extended upto:	08.05.2023 upto 12.30 p.m.

Note: The original Earnest Money/Bid Security must be delivered in the office of **Stores Officer, Store Section (CNC), 1st floor, New Pvt. Ward, AIIMS, New Delhi-110029** within 05 days after end/submission date, failing which the bid shall be summarily rejected.

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Bid Validity

The bid shall remain valid for acceptance for the period given in bid document. In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such requests and responses thereto shall be conveyed through GeM Portal. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid. 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.

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

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

Patent Rights

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

Packing and Marking

- The packing for the goods to be provided by the supplier should be strong and durable enough to withstand without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination per the contract.
- The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

Packing instructions:

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

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

Inspection, Testing and Quality Control

- a) The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and from Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- b) The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted at the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- c) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- d) In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- e) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- f) The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
- g) "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."
- h) Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

- i) Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, BureauVeritas, TUV etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

Insurance

- a) The supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- b) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee/End User, such extensions of the insurance will be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

Spare parts

- a) If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any and all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- b) The spare parts as selected by the Purchaser/End User to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- c) In case the production of the spare parts is discontinued:
 - (i) Sufficient advance notice to the Purchaser/End User before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - (ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the design drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User
 - (iii) Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

Incidental Services

The supplier shall be required to perform the following services:

- a) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- b) Turnkey work (if any).
- c) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.
- d) Supplying required number of operation & maintenance manual for the goods.

Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant dispatch documents well in time to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

Assignment

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

Sub Contracts

- a) The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Supplier from any contractual liability or obligation under the terms and conditions of the contract.
- b) Sub contract shall be only for bought out items and sub-assemblies.
- c) Sub contracts shall also comply with the provisions of Clause regarding "Country of Origin".

Modification of Contract

- a) If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
 - (i) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - (ii) Mode of packing,
 - (iii) Incidental services to be provided by the supplier
 - (iv) Mode of dispatch,
 - (v) Place of delivery, and
 - (vi) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- b) In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser the supplier shall convey its views to the Purchaser within seven days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

Taxes and Duties

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

Payment Terms

- a) Payment shall be made against submission of "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable).
- b) The payment for turnkey/ Civil/Electrical/Air-Conditioning Works shall also be made on submission of "Installation and Acceptance Certificate" by the End User.
- c) The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly/yearly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipments per contract in the prescribed format given hereunder valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of contract value is more than Rs. 1 lakhs.
- d) The supplier shall not claim any interest on payments under the contract.
- e) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- f) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- g) While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that, payment has been fulfilled as required under the contract.
- h) While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, as an

f permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.

Delivery

- a) The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- b) Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default.
- c) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- d) 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:
- e) The Purchaser shall recover from the supplier Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- f) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- g) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.
- h) 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.

Passing of Property

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

Liquidated Damages

- a) If the supplier fails to deliver or install / commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and

remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.25% per week of delay or part thereof on delayed supply of goods, installation commissioning and/or services until actual delivery or performance subject to a maximum of 5% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract.

- b) During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under clause 16 above shall also apply.

Termination for Default

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

Termination for Insolvency

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

Resolution of Disputes

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

Withholding and Lien in respect of sums claimed

- a) Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of or under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
- b) It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

Fall Clause

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

LIST OF REQUIREMENTS

Name of Equipment	<u>Advanced Anesthesia Workstation</u>
Consignee	<u>Cardiac Anesthesiology, C.N. Centre, AIIMS</u> , New Delhi
Total Quantity	04Nos.
Warranty Period	05 years (will start from the date of installation, commissioning and acceptance)
CAMC period after warranty	05 years (will start from the date of successful completion of warranty period)
Required Delivery Schedule	90 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when it is to be delivered at consignee site. Bidders may quote earliest delivery period.
Required Terms of Delivery and Destination	Free Delivery at Consignee's Site(s)
Installation and Commissioning	Shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later.
Turnkey Work (if any)	As details in Technical Specification (if required).

TECHNICAL SPECIFICATIONS:

**Sr.
No.**

TECHNICAL SPECIFICATIONS OF ADVANCED ANAESTHESIA WORKSTATION-04 Nos.

1. It should be latest model and a state of the art technology.
2. It should be compact, mobile with integrated ventilator.
3. Anaesthesia Machine, vaporizer(s), ventilator, should be from a single (same) manufacturer. It should be integrated in the Anaesthesia workstation.
4. It should be based on microprocessor to support low flow as well as minimal flow anesthesia for use in adults, pediatric, neonatal and premature babies. Flow range: Off; 0.2 to 15 L/min.
5. The machine should have the indicator or decision support tool to show the efficiency of fresh gas setting while used in Low flow and minimal flow.
6. Should have two TFT/LCD display(s):
 - a. displaying anaesthesia gas supply status,
 - b. Should display ventilator and vital clinical parameters. The display(s) should have color touch screen of at least 15 inch in size with configurable screen contents.
7. The machine should have electronic flow meter for the graphical representation of O₂, N₂O & Air with fresh gas flow optimization feature
8. The ventilator should have integrated Pressure, Volume & Oxygen monitoring.
9. It should display the continuous Spirometry loops, e.g., Flow-Volume, Volume-Pressure, Pressure-Flow loops.
10. Should have following waveforms: Flow-Time, Volume-Time and Pressure-Time
11. Anesthesia machine should monitor and display the measured values of minute volume, tidal volume, Peak Inspiratory pressure, mean pressure, plateau PEEP, dynamic compliance (C_{dyn}), resistance (R), and elastance (E)
12. Should have a facility to connect to the central supply (oxygen, nitrous oxide and air), pin index cylinder, one each of oxygen and nitrous oxide. Digital display of pressure value for cylinder and pipeline pressure. Should have Non Interchangeable Screw Thread (NIST) Inlets for piped medical gases for O₂, N₂O and Air. In case of drop in piped gas pressure the pin index cylinders should take over automatically with clear indication on display screen of such an event.
13. Should have colour coded, gas specific, Pin Indexed yokes for Oxygen 1 Nos. and Nitrous Oxide 1 Nos.
14. Should have Air/N₂O interlock facility for safety feature.

15. It should have electronic gas mixture with electronic hypoxic guard.

a) Safety features like electronic hypoxic guard should provide at least 25% or more of oxygen when an anesthetic gas mixture is in use with electronic gas mixture.

b) Should have extra flow meter for oxygen only.

16. Oxygen conservation & hypoxia prevention: it should be possible to ventilate with air and oxygen mixture during low flow anaesthesia, below critical low total gas flow, the ventilator switches to 100% oxygen to prevent generation of hypoxic mixture

17. N₂O lock / N₂O cut off system – It should be impossible to start N₂O in absence of O₂ at the yoke and the N₂O falls immediately to zero once the pressure of oxygen falls

18. Self-activated electro-pneumatic Oxygen Failure Warning Device (OFWD) to activate an audio visual alarm when supply pressure of oxygen falls to 150 kPa-250 kPa.

19. Should have one key FiO₂ setup, automatic adjust oxygen flow to maintain FiO₂, if fresh gas flow has changed.

20. Electronic/mechanical O₂ flush 30-70 L/min O₂ flow

21. Anesthesia machines should have provision to mount minimum two vaporizers at a time and supplied with Isoflurane, Sevoflurane and Desflurane vaporizers along with the machine.

22. The machine should have Isoflurane, Sevoflurane and Desflurane vaporizers of same OEM as machine.

23. Agent specific Vaporisers for Isoflurane, Sevoflurane and Desflurane should be provided along with the machine.

24. Vaporizer must be isolated from gas flow in off position and prevent simultaneous activation of more than one vaporizer. Temperature pressure compensated and flow compensated independent vaporizer.

25. The machine should be able to calculate MAC based on patient input. Should be able to calculate and display the amount of inhalational agent used for economical use of inhalational agent. Automatic display of MAC of all anesthetic gases and FIO₂ on anesthesia machine.

26. Supplier should have service backup & calibration facility for vaporizers.

27. Machine should have dual detection of anaesthetic agent in case of change of anaesthetic agent.

28. Machine should be equipped with multi-gas analysis and auto detection of all anesthetic agents on anesthesia machine as well as EtO₂, Et-N₂O, FiO₂, FiCO₂ and EtCO₂.

29. Supplied air manual ventilation in case of failure of oxygen supply or electricity failure.

30. System should have backup manual oxygen control in case of complete battery/electricity failure.

31. Should have Auxiliary O₂ & Air outlet with flow meter for administration of oxygen by facemask etc. Should have alternate oxygen outflow along with ability to use inhalational agents to maintain depth of anaesthesia in case of electronic failure of the touch screen.

32. The machine should have target controlled settings for oxygen and anaesthetic agent based on continuous monitoring of patients end tidal O₂ and end tidal anaesthetic agent values or should support with guidance tool that automatically monitors and analyze inhaled and exhaled oxygen and anaesthetic agent data including patient uptake with actual fresh gas settings to efficiently reduce the agent consumption in low and minimal flow anaesthesia practice.

OR Should have end tidal software tool or low flow wizard software tool for driving the efficiency in low and minimal flow anaesthesia practice.

OR Should have target based software tool to control fresh gas flow, anaesthetic agent or tool to calculate and show the exact flow required to meet as per need of the patient.

33. The ventilator should be integrated in the machine & should be microprocessor controlled.

34. It should offer ICU quality ventilator, suitable for adult children and neonate.

35. **Anaesthesia ventilator** should have the following settings

a. Ventilator mode:

- Manual/Spontaneous, IPPV
- V-CMV
- P-CMV
- V-SIMV
- P-SIMV
- PRVC
- PSV
- CPB mode- (cardiac bypass mode) deactivates the alarms when using the heart-lung machine
- Pause mode for short-term interruptions of ventilation and fresh-gas flow

- b. Tidal volume: 5-1500 ml in pressure control mode & 20 ml or upwards on volume control mode
- c. PEEP: OFF, 1.0 to 30 cm H₂O with increments of 1 cm of H₂O
- d. Frequency: 1-100 bpm
- e. I:E ratio: 1:8 to 4:1 (Inverse ratio) with increments of 0.5
- f. Pressure range: 5-60 cm H₂O
- g. Pressure support: 5-40 cm H₂O
- h. Flows trigger 300 ml to 12 LPM.
- i. Inspiratory Pause = 0 - 50% of T_i
- j. Setting of inspiratory time and expiratory pause time etc.
- k. Compliance < 4ml/100Pa

36. It should have tidal volume compensation or fresh gas decoupling valve.

37. Should have dual flow sensing technology and the flow sensors must be provided with the machine.

38. Should have independent para-magnetic oxygen sensor/Electromagnetic sensor or cell for FiO₂ with 2 years guaranteed minimum life span and with life span monitoring

Suitable quantity of both (flow & Oxygen) these sensors so as to cover 5 years warranty shall have to be supplied along with machine & Bidders quote should address this suitably.

39. Integrated electronic airway pressure display for measuring circuit pressure.

40. Should have semi-open, semi-closed- or closed-circuit system.

41. Independent port for open circuit.

42. Facility to connect Bain circuit with appropriate connector to anaesthesia machine.

43. There should be no collection of water in the breathing circuit (Integrated heating mechanism in breathing system for same).

44. Inbuilt bag vent switch, APL Valve, Moisture drain valve.

45. Bag-Vent Switch with automatic changeover from Bag-Ventilator with single switch control.

46. Single chamber soda-lime absorber canister with a capacity of 0.6 kg or higher and should be auto cleavable. There should be bypass switch

for online changing of circle system with quick release mechanism.

47. Should have a battery backup at least more than or equivalent to 60 minutes or more.

48. Electronic display of fresh-gas efficiency, determination of consumption and uptake (determination of uptake only for anaesthetics), fresh-gas and anaesthetics per case and since last zeroing.

49. Should have audiovisual alarms: high/low volume alarm for expired tidal volume, minute volume, frequency and airway pressure, continuous positive airway pressure, apnoea, O2 failure, Battery Low, A/C Failure, Self-test failure alarm.

50. Machine should have working surface and drawers for storage space to keeping accessories.

51. Machine should have RS232 port to interface monitor to transfer the expired parameter on monitor, USB & LAN port.

52. It should be HL-7 compliant, and data interface facility should be provided in order to transfer electronic data from the workstation to the existing/future central server for e-charting system.

53. The machine should have battery backup of at least one hour including that for ventilator.

54. The anaesthesia machine should have an integrated service-diagnostic mode and should displays status messages of the pneumatic, electronic and microprocessor. In addition, there should be provision for adjustable alarm setting.

55. Should have large roller bearing anti-static castors with front brakes & footrest.

56. The Anaesthesia Workstation should be accompanied with following accessories with each unit:

I. Silicone Anaesthesia Facemask: anatomical fit with an effective seal

· Sizes- 0,1,2,3,4,&5: 2 each

m. Test lung: 1

n. Articulated ETT & circuit holder: 1 with each machine

o. Reusable silicone patient hose: Adult 2 in no and pediatric 2 in no.

p. Silicon breathing bag:

I. 250 ml- 5 in no,

II. 500 ml -5 in no,

III. 1 L-2 no,

IV. 2 L – 2 in no.

- q. Water trap:20 in no.
- r. Sampling line-50 no.
- s. Flow sensors: 20 no.
- t. Disposable circuits:20 sets (10 adults & 10 paediatric)
- u. Power cord-5 meters with plug as per Indian electrical standards
- v. Vaporizers -Isoflurane (1nos.), sevoflurane (1nos.)- one with each workstation. Desflurane, only one with 4 machine.
- w. Fillers for isoflurane and sevoflurane vaporizer (one each)- for each vaporizers in total for each machines.
- x. Filler for Desflurane- 4 in total with 4 machines.
- y. HEPA filters for trapping bacterial/viral particles (100 in no) with VFE of 99.99%
- z. Soda-lime 5L canister: Total of 50 nos. should be supplied with 4 machines.

57. Should be provided with anaesthesia gas scavenging system seal system.

58. Two scheduled maintenances/checks per year.

59. Quality Standards:

- a. Machine should have USFDA/CE certification/ Equivalent Indian Standards. Certificates to be submitted.
- b. Supplier should be ISO9001 and ISO13485 certified.
- c. Electrical Safety conforms to standards for electrical safety EN 60601-1- 2:2015, EN 80601-2-30:2019

Specification of Patient Monitor: 10 Nos.

- 1) The monitor should be compact lightweight and of good resolution. It should have a foldable or fixed handle/ handgrip to safely lift the monitor.
- 2) The screen size should be between 12-15 inches and it should have a touchscreen. It should have screen protection with toughened glass.
- 3) The aspect ratio of the monitor can be 4:3 and the LED display with minimum 10 channel simultaneous display.
- 4) The monitor should be able to display the following parameters: ECG (3/5 leads), HR (ECG based), SpO₂, PR (SpO₂ based), Dual NIBP – (Oscillometric with auto, manual and stat modes, interval: 3,5,10,15,30 & 60 minutes), and IBP (2 channels), dual temperature, respiration rate, EtCO₂ – (Mainstream/Sidestream/Microstream), capnography.

- 5) ST & Arrhythmia analysis
- 6) User configurable layout with multiple layout selections
- 7) Audible & visual alarm indicators.
- 8) The total weight of the monitor should not exceed 4 kg including battery pack.
- 9) The built in Lithium-ion battery should have a backup of at least 3 hours.
- 10) It should be water resistant (IP 6 grade)
- 11) It should be shock and fall resistant as well.
- 12) It should be supplied along with ECG 5 lead -2, reusable SPO2 sensor - 2 adult 2 paediatric, NIBP cuff (2 adult, 2 paediatric and 2 neonatal size) with 2 hose, IBP-2 cables (compatible with disposable transducer in OT), Nasopharyngeal temperature probe- 2 adult, 2 paediatric, ETCO2 sample line 10, power cable and user manual.
- 13) There has to be provision for future up-gradation option, for example, Cardiac output monitoring, multi-gas analysis with addition of module.
- 14) Networking Capabilities: Wired & wireless connectivity
- 15) Connectivity: USB to transfer patient data.
- 16) Support for HL7 based HIS interface.
- 17) The graphical and tabular trends of at least 150 hours should be available and should have facility to transfer this data to other devices.
- 18) It should have a good quality control and certification from ISO, FDA, CE and equivalent Indian standards.
- 19) It should be supplied along with separate price list of all accessories and also consumables like battery etc.
- 20) Demonstration of the Monitor should be at no extra cost to the purchaser.

21) L1 will be based on the equipment cost & CAMC cost.

Guarantee and warranty:

- a. The Advanced Anaesthesia Workstation & Monitors should be covered under comprehensive warranty for 5 years from the date of installation
- b. The cost of the CAMC inclusive of the labour charges and for parts from sixth (6th) year onwards upto ten (10) should be quoted. The price quoted for the 5 years CAMC would be considered for the comparison of the total price and to determine the inter-se ranking of the bids. However the CAMC price will only be paid during the actual period of service under contract.

- c. It will be responsibility of the vendor to submit proposal of CMC at least 6 months before expiry of warranty of previous CMC.
- d. All spare parts should be available for a minimum of ten (10) years from the date of purchase. This should include all system and software upgrades, third party items.
- e. The list of accessories and list of consumables should be provided separately. The cost of accessories & disposables should be quoted separately. The Quoted price will be fixed for next 10 years.
- f. Disposables/consumables thus supplied should carry at least 75% remaining shelf life, whenever supplied
- g. Demonstration of the equipment is a must. Demonstration machine should be same as the one quoted. Those unable to do so will be disqualified.

Training: The necessary training of the personnel for the use of the equipment will be provided by the company/vendor.

Compliance statement. The vendor must provide, in tabular form a comparative chart of the required technical specification and technical specification of the quoted product. The vendor must give the relevant page number and paragraph number, in their literature regarding that technical information in the technical bid. Merely stating "complies" or "meets requirement" will lead to assumption that the quoted product does not have the required feature.

Bidders must upload the following documents in the Technical bid:

- Tender acceptance Form (as per bid format)
- Manufacturers Authorization Certificate (As per bid format)
- Country of origin of quoted product.
- Product brochure
- Technical bid (with Make, Model and detailed scope of supply)
- Technical Compliance Statement (in tabular form)
- Product Certifications.
- Complete terms & conditions (Including warranty, CAMC, bank details, mode of shipment, taxes, etc.)
- Details of Service Centre, (Complete Address)
- Bidders Registration Certificate, GST certificate, drug license (if applicable).
- Price bid (with complete scope of supply, price break-up of all items), complete list of accessories, consumables for quoted product

ust be uploaded in pdf at financial bid (space given in the GeM Portal). The quoted rates will remain valid for 10 years (warranty & CAMC period).

- Bidders must quote rates of all spares, accessories, consumables with break-up price of each item) separately (in PDF) and the quoted rates will remain valid for 10 years (warranty & CAMC period) for future purchases as and when required basis.
- In case any item (spares, accessories, consumables) required to run the system and firm did not quoted rates of those items in their price bid, the same mandatorily will be supplied by the firms at Free of Cost without any condition.
- Any modification/corrigendum in the bid conditions/specifications will be uploaded at 'Buyer specific ATC documents. Bidders may kindly see before uploading their bid.
- As per para 2 of the PPP-MII order, 2017 (as amended on 16.09.2020 defines local content as 'Local content' mean of amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (Including all Custom Duties) as a proportion of the total value in percent. **It is further clarified mathematically: "Local content = (Sale Price-Value of imported content) * 100/Sale price"**. In case multiple items (X1, X2, X3) involved to supply from single bidder, the calculation of local content will be:
$$\text{Local content} = ((\text{Sale price of X1} - \text{Value of imported content in X1}) + (\text{Sale price of X2} - \text{Value of imported content in X2}) + (\text{Sale price of X3} - \text{Value of imported content in X3})) * 100 / (\text{Sale price of X1} + \text{Sale price of X2} + \text{sale price of X3}).$$
- It is further clarified that bidders offering product/goods of other manufacturers and quoting bid against authorization, such bidders must submit EMD as stipulated in the bid documents. **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. **Traders are excluded from the purview of this Policy.**
- Keeping in view of above mentioned OM's/Guidelines/Rules of GOI **the participated bidders are requested to provide the following information/documents to be eligible in the quoted tender:**
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Name of locally supplied item (for local content value addition)	Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).	Percentage of local content claimed (Excluding net domestic indirect taxes)
Total percentage of local content claimed:		%

Undertaking by bidder on Rs.100/- stamp paper: That I have gone through the above mentioned OM's/Guidelines/Rules of GOI related to Local content, Class-I, Class-II & Non-local suppliers, MSE's policy regarding EMD and declare that the information furnished in the subject bid is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/any investigating agency/authority nominated by GOI/AIIMS for the purpose of assessing the local content & EMD. I will maintain all the information/records upto 08 years as per Order No. F.45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide Letter no. 31026/36/2016- MD dated - 18.05.2018 and shall make this available for verification to any statutory authority. I will be solely responsible for any false information found in providing above information/documents.

Warranty:

- The bidders must quote for Five years Comprehensive Warranty for complete equipment (Including all spares, labour and third party items) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- The warranty charges shall not be quoted separately.
- During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period will be extended by double the downtime period. In addition, a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liable for the excess downtime period but not more than 5% of the equipment cost. Complaints should be attended properly, maximum within 8 hrs. The firm must ensure provision of quality post sale service with 95% uptime of the equipment. The firm has to provide a replacement unit (same model) in case the time taken for repair is long.

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

After Sales Service:

- a) After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/Indian Agent. Undertaking by the Principals in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for the lifetime of the equipment.
- b) Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and technical work and it will also cover the following, wherever applicable:-
- (i) All kinds of Motors.
 - (ii) Plastic & Glass Parts against any manufacturing defects.
 - (iii) All kinds of sensors.
 - (iv) All kinds of coils, probes and transducers.
 - (v) Printers and imagers including laser and thermal printers with all parts.
 - (vi) UPS including the replacement of batteries.
 - (vii) Air-conditioners
- c) The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment's supplied by them to the purchaser for lifetime of the equipment.
- d) The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favored client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment's/machines/goods etc. and shall always give the most competitive price for its machines/equipment's supplied to the Purchaser on par.

Comprehensive Annual Maintenance Contract (CAMC):

- a) Firm should quote the rates with Comprehensive 5 years warranty & post warranty 5 years CAMC (including all spares, consumables, accessories, labour, testing and calibration as per technical / service /operational manual of the manufacturer). The firm will give an undertaking that it will enter into a 5-years CAMC at the end of warranty period (5-years) after providing a post warranty fitness report/certificate duly certified by us before release of the PBG. The Individual price of all accessories, consumables & spare parts should be quoted separately, if required during warranty & post warranty 5 years CAMC. If the price of any item is not quoted in the price list, firm has to provide the item free of cost for the life of the equipment.
- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPV basis.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5% of the cost of the equipment (as per Performance given hereunder) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost more than Rs.10 lakhs.
- e) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the CAMC period will be extended by double the downtime period. In addition a penalty equal to an amount of 0.25 % of the total cost of equipment per day will be liable for the excess downtime period but not more than 2.5% of the equipment cost. Complaints should be attended properly, maximum within 8 hrs. The firm must ensure provision of quality post sale service with 95% uptime of the equipment. The firm can provide a replacement unit (same model) in case the time taken for repair is long.
- f) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.
- g) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.

Uptime &Downtime Penalty Clause:

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.

b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/36 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liable for the excess downtime period.

c) Complaints should be attended properly, maximum within 8 hrs.

Turnkey Work:

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Turnkey Work costs will be added for Ranking Purpose. The Turnkey Work should completely comply with AERB requirement, wherever required.

Demonstration

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment's) for technical acceptability as per the Bid Document specifications, before the opening of the Price Bid.

The required information/documents for this tender should be furnished in the enclosed format only, failing which bid may be liable to get rejected.

NOTE:

- A. 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 bid 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 bid.
- B. One Principal/OEM cannot authorize two agent simultaneously for the same item against same Advertised Tender Enquiry.

TENDER ACCEPTANCE FORM

(To be submitted)

To,

The Director,

All India Institute of Medical Sciences

Ansari Nagar, New Delhi-110 029 India.

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

We, the undersigned have examined the above mentioned Bid document, including amendment/corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above

referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bid documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form for due performance of the contract.

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

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

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes. We also confirm that our GeM account is neither under watch listed nor suspended and there is no severe incident is pending against us raised by AIIMS, New Delhi.

We confirm that we fully agree to the terms and conditions specified in above mentioned 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 enforcement of the bid security Declaration."

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____ **Seal of the Tenderer** _____

Performa for Bid Security Declaration Form

Date: _____ **Tender No.** _____

To (*insert complete name and address of the purchaser*)

I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: *(insert signature of person whose name and capacity are shown)*

In the capacity of: *(insert legal capacity of person signing the Bid Securing Declaration)*

Name: *(insert complete name of person signing the Bid Securing Declaration)*

Duly authorized to sign the bid for and on behalf of *(insert complete name of Bidder)*

Dated on _____ day of _____ *(insert date of signing)*

Corporate Seal *(where appropriate)*

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture)

of all partners to the Joint Venture that submits the bid.

MANUFACTURER'S AUTHORISATION FORM

(To be submitted)

The 'Director'

All India Institute of Medical Sciences

Ansari Nagar, New Delhi-110029, India.

Dear Sir,

Ref: Your Biddocument No _____ dated _____

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

We also hereby extend our full warranty, CAMC as required for the goods and services offered for supply by the above firm against this Bid document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for the lifetime of the equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted correctly".

We also confirm that in case we change appointed Indian agent during Comprehensive warranty/CAMC period

all accepted liabilities will be fulfilled/accepted by me (OEM) or our new appointed Indian agent without any additional cost and conditions.

Yours faithfully

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

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.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CAMC SECURITY

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier")

has undertaken, in pursuance of Purchase Order/ Contract no _____ dated _____ to supply _____ (insert description of goods and services)

(Hereinafter called "the Contract").

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

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

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

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

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

This guarantee will remain in force upto _____ (insert date of additional Ninety days after completion of service)

factually warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security) and any demand in respect thereof should reach the Bank no 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

CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(CAMC)

Comprehensive Annual Maintenance Contract No. _____

Dated _____

Between

Director, AIIMS

And

(insert Name & Address of the Supplier)

Reference: Contract/ Purchase Order No. _____ dated _____ for supply, installation & commissioning, Training and CAMC of goods & services

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1	2	3	4	5	6
Schedule No	Brief description of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs	GST Value in Rs (___ %)	Total CAMC Cost for 5 Years with GST (3) X [(4a+4b+4c+4d+4e) + (5)]
			1 st 2 nd 3 rd 4 th 5 th		

			a	b	c	d	e		

Total value (in figure) _____ (In words) _____

- b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labor and spares, after satisfactory completion of Warranty period as contained in the above referred contract on a monthly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CAMC period.
- g) The Bank Guarantee valid till _____ [(fill the date) 3 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XIV of the Tender Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be en-cashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

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

(Signature, name and designation of the F&CAO of the Purchaser)

For and on behalf of Director, AIIMS

(Seal of the Purchaser)

Date: _____

Place: _____

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of _____

(Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

Note:- The contract will be prepared on Non-judicial Stamp paper (currently of value of Rs. 100).

FORMAT OF MODEL CERTIFICATES TO BE SUBMITTED BY THE BIDDER ON COMPANY LETTERHEAD

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

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that the bidder fulfils all requirements in this regard and is eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfil all requirements in this regard and is eligible to be considered for procurement on GeM.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Format for Affidavit of Self Certification regarding Local Content in a Medical Devices to be purchased on Rs. 100/- Stamp Paper.

I _____ S/o, D/o, W/o _____ Resident of _____ do hereby solemnly affirm and declare asunder:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____

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

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

That in the event of the domestic value addition of the product mentioned herein found to be incorrect and not meeting the prescribed value-addition norms based on the assessment of an authority so nominated by the Department of Pharmaceutical, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016- MD dated - 18.05.2018.

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

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

Authorized signatory

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)