

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

SCOPE OF SUPPLY



Tender Enquiry No. XX-100/SO(DO)/Biotech/2023-24/M&E

Bid/RA for Procurement of Refrigerated Vacuum Concentrator

Deptt. of Biotechnology

(Prospective bidders shall comply with the following terms & conditions while quoting for the items to be procured)

CHECK LIST
DETAILS OF DOCUMENTS PROVIDED AGAINST GeM BID/RA

S. No.	Particular/Documentation	Provided Yes/No	Enclosed at page No. (Please mention page no.)
1	Copy of EMD receipt		
2	Copy of Udyam Registration Certificate (if seeking exemption)		
3	Self Certification on company letter head: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (Land Board Sharing)		
4	Local Content Deceleration under Preference to "MAKE IN INDIA" Policy.		
5	Tender Acceptance Form		
6	Manufacturer's Authorization Form		
7	Copy of GST registration and PAN Card		
8	Undertaking on company letter head regarding Fall Clause		
9	Undertaking on company letter head regarding that the firm is not blacklist by Govt./Pvt. Organization and there is no vigilance/FEMA/ Court case is pending against the firm.		
10	Experience Certificate/ Past performance Certificate as per bid requirement		
11	Quoted Product Brochure/ Catalogue		
12	Technical Specification Compliance/ Deviation (If any)		
13	Malicious Code Certificate (If applicable)		
14	Compliance undertaking regarding Comprehensive warranty and Post Warranty CAMC		
15	Authorization letter from OEM(if bid is submitted by other than proprietor)		
16	Counter quotation from the principal / OEM		
17	Any other additional information/documentation required in the bid		

*All documents along with above checklist shall be dully signed and stamped by the bidder.

EMD/BID SECURITY

S. No.	Brief Description of Goods	Quantity	Amount of Bid Security/EMD (in Rs.)
1.	Procurement of <u>Refrigerated Vacuum Concentrator</u>	01 No.	Rs.48,000/-

The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the **AIIMS Main Grant**. The original Earnest Money/Bid Security must be delivered to **Stores Officer, Store Section (DO), 1st floor, Animal House Building(Near Bio-technology Building) AIIMS, New Delhi-110029** till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.

1. 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 request(s) and responses thereto shall be conveyed through GeMPortal. 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.

2. 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).

3. 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.

4. Packing and Marking

- a) The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- b) 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:

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

5. 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 in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 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, Bureau Veritas, TUV etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

6. 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 still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

7. Spare parts

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

8. 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.

9. 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.

10. 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.

11. 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 of its 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”.

12. 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.

13. Taxes and Duties

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

14. Performance Security

14.1 Within Thirty (30) days from the date of issue of notification of award by the purchaser, the supplier, shall furnish Performance Security to the purchaser of an amount **equal to three percent (03%) of the total value contract**, valid up to ninety (90) days after the days of completion of all contractual obligations by the supplier including the warranty obligations

14.2 The performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided of point **No.35** of this document in favour of the purchaser (i.e. AIIMS Main Grant). The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

15. 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 supplier shall not claim any interest on payments under the contract.
- d) 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.

- e) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- f) 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.
- g) While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.

16. 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 no 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.

17. 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 for 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.

18. 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 **0.50% per week of delay or part thereof** on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of **10%** of the contract price. Once the maximum is reached Purchaser 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.

19. 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.

20. 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.

21. 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 the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One 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 for the time being in force.

22. 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 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.

23. Fall Clause

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

24. OEM Participation

In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry. Further, One Principal/OEM cannot authorize two agents simultaneously for the same item against same Advertised Tender Enquiry.

25. LIST OF REQUIREMENTS

Item No. 1	
Name of Equipment	Procurement of <u>Refrigerated Vacuum Concentrator</u>
Consignee	Department of Biotechnology, AIIMS, New Delhi
Total Quantity	1
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.
Scope of Incidental Services	Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc.
Turnkey Work (if any)	As per details in Technical Specification

26. Technical Specifications for Refrigerated Vacuum Concentrator (01) unit for the Department of Biotechnology

- System should include Refrigerated concentrator with glass lid & Diaphragm Vacuum pump,
- Should be microprocessor-controlled digital vacuum concentrator system to support rapid, efficient concentration of aqueous, Solvent, RNA, DNA and Protein sample.
- The system should have rotation speed of around 1400 rpm with auto start option.
- The system should have chamber temperature that cools to -4 Deg C (with the help of compressor) and warm to 100 Deg C (with the help of heater) with over temperature safety shut off & 1 Deg C increment for temperature setting.
- System should have memory for at least 9 programs.
- System should have temperature and timer control separately.
- System should be supplied with diaphragm vacuum pump having displacement of 30 liter per minutes or better with vacuum of 7 mBar
- System should have timer from 1 minute to 999 minutes.
- System should have built in vacuum delay to allow rotor top achieve desired and safe speed.
- System should have automatic vacuum release valve.
- System should come with aluminum Rotor having capacity to hold 72 no. of 0.5 ml, and 60 no. of each 1.5 ml and 2 ml microcentrifuge tube. Separate Rotor for 5 ml, 10 ml (36 No.) and 15 ml tube (24 No.). Rotor for Microtiter plate 4 no. of standard microtiter plate
- System should be supplied with light source to shine light in to chamber to see the sample while rotor is in spinning motion to know the status to drying.
- System should come with 1-year standard warranty.
- OEM should be ISO certified, and system should be CE conformity for 220 volts and 50 Hz.
- Vender must comply Class I or Class II as per government guideline for MII clause.

Other Requirements:

1. To provide onsite training in various application as required for a minimum period of 3 years
2. Biannual preventive maintenance should be provided.
3. Vendor should submit an undertaking from manufacturer to take the responsibility of maintenance in case of merger or acquisition.
4. Warranty: 5 years comprehensive warranty (including all spares (including light source) and labor)
5. 5 years CMC (6th-10th year) after completion of the warranty period with spares and labor.
6. Spares parts:
 - a) The separate price list of all spares and accessories (Including minor) required for maintenance and repairs in future after warranty period must be attached/enclosed along with the sealed quotation without which this quotation will not be considered.

- b) Performance Bank guarantee for 10% of the total cost shall be submitted by the successful bidder valid till the warranty period.

8. Penalty clause as per standard.

- a. During the Guarantee period, the instrument should be able to provide 95% uptime efficiency of 365 days (24 hrs). If downtime is more than 5%, the Institute shall be entitled to impose penalty equal to amount of 1% of the total cost of the equipment per day for the first seven days will be payable by the vendor which will be doubled on subsequent weeks along with extension of guarantee period by the excess down time period. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least Five Years after handing over the unit to the Institute. If accessories/other attachment of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the CAMC from the third party separately along with the main offer and the third party will have to sign the CAMC with the Institute if required.
- b. The principals or other agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.
7. Only Principal Companies or Authorized Distributors from Principal companies should quote. Quotations from non - authorized distributors will not be entertained. Features in the quotations should be substantiated with proper Principal Company Catalogue.
8. Copies of all certifications e.g. Quality Standard certificate, Proprietary Item/parts, Patent of parts/ technology, Principal company/Authorised Distributorship should be attached with the quotations.
9. In-House service Engineers from principal company/ or authorized agents should be available in India on 24-hour notice basis in case of emergency (this will apply for those equipment wherein this clause is not built into the specification).
10. Compliant points should be given (in the sheet) in order of the specifications' serial order. Compliant points should be highlighted in the company catalogue with page number.
11. Catalogue and user list of equivalent system operational at Govt. Institution/reputed private institutions to be provided with telephone numbers and email addresses. Should have quality and performance certification from end users (recent; preferable within 2 years).

13. The tender should be floated in 2-bid system.

14. In the technical bid, certificate from the manufactures to give guarantee that in case authorized agent is changed from the time of purchase, uninterrupted service will be provided by the new agency whosoever is now authorized to represent the original manufacturer failing which their bids are liable to be rejected.

27. Warranty:

- a) 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.
- b) The warranty charges shall not be quoted separately.
- c) All software updates should be provided free of cost during Comprehensive Warranty period.

28. 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 turnkey 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 equipments 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 favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

29. 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 in to a 5-years CAMC at the end of warranty period (5-years) after providing a post warranty fitness report/certificate duly certified by user 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) Cost of CAMC will be added for Ranking/Evaluation purpose on NPV basis.

- c) Before commencement of CAMC period, the suppliers shall furnish a **Performance Bank Guarantee for 2.5% of the cost of the equipment** (as per Performa given hereunder) valid till 3 months extra after expiry of entire CAMC period.
- d) 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.
- e) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.

30. 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 365/366 (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 leviable for the excess downtime period to Maximum of 10% of Cost of the Equipment. Complaints should be attended properly, maximum within 8 hrs.
- c) Complaints should be attended properly, maximum within 8 hrs.

31. 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.

32. 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) for technical acceptability as per the Bid Document specifications, before the opening of the Price Bid.

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

34. TENDER ACCEPTANCE FORM

(To be submitted)

To,
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 any Department/Centre of 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: _____

Date: _____

35. 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 Bid document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the bid*) having factories at _____, hereby authorize Messrs _____ (*name and address of the agent*) to submit a bid, process the same further and enter into a 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 directly”

Yours faithfully,

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

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

36. 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 satisfactorily 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 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

**37. 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, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly 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 authorised 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 for Self Certification: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

CERTIFICATE

In line with O.M. “**Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**” vide office memorandum no. F.No.6/18/2019-PPD, Ministry of Finance dt. 23.07.2020, “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 M/s _____ 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 M/s _____ fulfils 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]”

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successor can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rule along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

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

CERTIFICATE

Date: _____

I _____ **S/o, D/o, W/o** _____, Resident of _____ do

hereby solemnly affirm and declare as under:

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 any 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 is 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 Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P45021/2/2017-B.E.-II dated 15.06.2017 and Notification No. 31026/36/2016-MD dated

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-house to be attached.
- xiii) List and cost of inputs which are imported, directly or indirectly

For and on behalf of

(Name of firm/entity)

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

Note: - The local content declaration shall be as per point 4 (b) of Public Procurement (Preference to Make in India) order (PPO) 2017 dated: -16.09.2020.)