

Tender

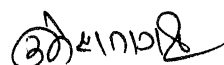
Tender Documents for Supply, Installation, Testing and Commissioning of Video Polysomnography Sleep lab for DEPT. OF KRIYA SHARIR AIIA-DELHI.

Tender: G-19004/10/2/AIIA-2020/VIDEO POLYSOMNOGRAPHY SLEEP LAB

Dated: 14/01/22

ALL INDIA INSTITUTE OF AYURVEDA (AIIA) DELHI
GAUTAM PURI SARITA VIHAR , DELHI-110076 (India) Ph.01126950401
Website :www.aiaa.gov.in Email:central-store@aiaa.gov.in

Tender: G-19004/10/2/AIIA-2020/VIDEO POLYSOMNOGRAPHY SLEEP LAB





ALL INDIA INSTITUTE OF AYURVEDA (AIIA) DELHI
GAUTAM PURI SARITA VIHAR , DELHI-110076 (India)
Website :www.aiia.gov.inEmail:central-store@aiia.gov.in

Tender Notice

Tender: G-19004/10/2/AIIA-2020/VIDEO POLYSOMNOGRAPHY SLEEP LAB

Dated: 14/01/2021

Public Tender

The Director, AIIA DELHI invites sealed tenders in Two Bid System (i.e. Technical and Financial Bid) from reputed, experienced original Manufacturer/authorized distributors of the following equipment's (it should be domestic goods including goods already imported by the supplier under its own arrangement):.

Table 1:-

Sl. No.	Item Description	Req. Qty.	Tentative Cost for One	EMD
1	VIDEO POLYSOMNOGRAPHY SLEEP LAB	01 No	Rs. 20,00,000.00 (Rupees Twenty Lac Only)	Rs.40,000.00
Tenderer needs to deposit the EMD Amount in the Form of FDR/Bank Guarantee/DD in favour of "Director, AIIA DELHI", Payable at DELHI.			Rs. 20,00,000.00	Rs.40,000.00

Bidders can download complete set of Tender Documents /bidding document from <https://eprocure.gov.in/epublish/app> tenders publishing portal and Website of Institute www.aiia.gov.in from 15 / 01 /2021

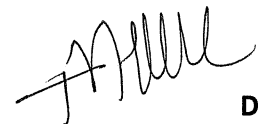
The tender notice and Tender documents is also available in our website: www.aiia.gov.in

Bid Submission end date 04 /02/2021 at 15.00 Hrs.

Technical Bid opening date 06 /02/2021 at 15.30 Hrs. in conference hall Ground floor , C Block Building, AIIA DELHI – 110076

Bids for this tender will be accepted through offline sealed tender only. Bids shall not be acceptable in any other mode.

The Director, AIIA DELHI reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.



Director
AIIA DELHI

ALL INDIA INSTITUTE OF AYURVEDA (AIIA) DELHI
GAUTAM PURI SARITA VIHAR , DELHI-110076 (India)
 Website : www.aiaa.gov.in Email: central-store@aiaa.gov.in

Sealed Quotations in Two Bids System Are Invited
Critical Dates

	Schedule	Date (DD/MM/YYYY)	Time (Hrs. Mins)
1	Tender Publishing date	15/01/2021	1000
2	Document download start date	15/01/2021	1000
3	Pre-Bid Meeting	22/01/2021	1500
4	Seeking Clarification end date	22/01/2021	1700
5	Bid Submission start date	15/01/2021	1000
6	Bid Submission end date	04/02/2021	1500
7	Technical Bid opening date	04/02/2021	1530.

Tender Document Fees

Tender document fees is Rs1000/- (Rupees One thousand only) which is to be placed in sealed envelope for DD Rs1000/- (Rupees One Thousand) in the Name of Director All India Institute of Ayurveda, which is Nonrefundable. Duly super- scribed Tender Document Fees

EMD

Bidders shall submit EMD either by DD / FDR drawn in favor of Director AIIA DELHI, as mentioned in table 1, for a sum of Rs.40,000.00/- (Rs. Forty Thousand only) payable at DELHI only OR In the form of a bank guarantee as mentioned in table 1, valid for 9 months. Will placed in sealed Envelope **Bids received without EMD or Late will be rejected.**

Exemption: Firms registered with NSIC/MSME (for sales & Service of Similar Items) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State FGovernment departments/Undertakings are also exempted from EMD. However, the respective firm / departments have to submit the relevant certificate (NSIC/MSME etc.) and financial limit to avail this exemption.

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Clarification of bidding documents.

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail addresses i.e. central-store@aiaa.gov.in. The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

Amendments in Bidding Documents

At any time till **7 (seven) days** before the deadline for submission of bids, the AIAA DELHI may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIAA shall not be responsible to notify the amendments to individual bidders. All amendments by the AIAA, till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

Chapter-I

TENDERING INSTRUCTIONS TO BIDDERS

The bidders are required to submit soft copies of their bids in the form of CD for Technical & price Bid separately supplied along with hard copy however if there is mismatch of data then only data of documents submitted in form of hard copy will prevail /considered.

Instructions:

1. Tender Bidding Methodology: Two Bid System.

- a. **Technical BID:** Technical bid consisting of all technical details along with commercial terms and conditions.
- b. **Financial BID:** Financial bid: Indicating items wise prices for items mentioned in technical bid.
- c. The technical bid should be sealed by the bidder in separate cover duly super scribed it also accompany the sealed envelope for DD in the name of Director, All India Institute of Ayurveda, New Delhi of Rs 1000 (One Thousand) as a tender document fees which is nonrefundable duly super scribed tender document fees.
- d. Undertaking for compliance of all T&C of the tender (as per Annexure-I)
- e. Criminal Liability
- f. EMD mentioned in tender document in the form of DD / FDR drawn in favor of **Director AIIA DELHI**, as mentioned in table 1, for a sum of **Rs. 40000/- (Rs. Forty Thousand only)** payable at DELHI shall be submitted in separate sealed envelope.
- g. All the four envelopes are to be put in a bigger cover which is also sealed and super scribed the1 details of tender quoted.
- h. Each and every page of bidding document shall be numbered and signed by bidder along with seal of firm. Tenders submitted in loose sheet will not be accepted.
- i. Rates quoted in respect of tender should be typed only. Any cutting overwriting shall not be considered.
- j. The bidder shall quote in Indian rupees. Where prices are quoted in any other way shall be treated as non responding and rejected.
- k. The bids only be opened for the bidders those who submit prescribed tender document fees and EMD otherwise it shall be rejected.
- l. At second stage, financial bid of only technical accepted offers will be opened after intimating the technically complied firms. The date and time of opening of financial bid for further evaluation and ranking before awarding the contract. Bidding documents are available on publishing portal of Govt. of India and web site of AIIA.
- m. Technical compliance sheet must be attached along with catalogue where in the technical compliance will be intimated properly. Interested bidders may obtain further information from the above office.

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- n. Interested bidder may obtain further information about the requirement form the above office.
- o. It is the responsibility of the bidders to ensure that bids whether send by post or by courier or by person are dropped in Tender Box placed at 3rd floor C-Block between 1000 hrs to 1600 hrs Monday to Friday.
- p. In event of any of the above mentioned dates being declared as holiday/ closed day for the purchase organization the tender will be sold / received opened on next day.
- q. The invitation for bid document is non transferable.

2. **Validity of Tender:** The validity of the Bid Tender Document shall be for **180 days (Six Months)** and after the acceptance and issue of Notification of award/conclusion of Rate Contract in the Format given at **Annexure-XIII**, the rates shall be valid for initial One year extendable further One Years on mutual agreement based on satisfactory performance basis after completion of initial One year period.
3. **Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the BIDDER Registered under Make in India Initiative:-**The Bidder Companies, those have registered under Make in India initiative and producing their products under **“Make in India Policy of Government of India”** shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested **“Make in India”** Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing **“Make in India”** Certification in later bid stage.
4. It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the **“Make in India”** Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this Tender please carefully read the **“Make in India”** Initiative and directives of Govt. of India, since in case if any **“Make in India”** Registered Company will participate against this Tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of **“Make in India”** Policy of the Govt. of India.
5. It may be noted that this tender is subject to the provisions contained in Government of India, Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) Order no.P-45021/2/2017-PP (BE-II) dated 04.06.2020 and other all relevant orders issued by the Government of India from time-to-time.
6. (a) The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-verification that the item offered



meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of location(s) at which the local value addition is made.

(b) In cases of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(c) False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the GFR-2017 for which a bidder or its successors can be debarred for up to two (02) years as per Rule 151 (iii) of the GFR-2017 along with such other actions as may be permissible under law.

7. Broad outline of activities from prospective Bidders:

1. View Notice Inviting Tender (NIT) on the Govt. of India e-publishing portal and website of AIIA, (www.aiaa.gov.in)
2. Download Official Copy of Tender Documents from the above portal.
3. May Seek Clarification with reference to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIA DELHI.
4. Attend Public Tender Opening Event (TOE) on the schedule date and time at Conference Hall of the AIIA - Opening of Technical Part.
5. Post-TOE Clarification on above (Optional) – Respond to AIIA DELHI's Post-TOE queries.
6. Attend Public Tender Opening Event (TOE) on the above portal – Opening of Financial Part. (Only for Technical Responsive Bidders)

For participating in this tender, the following instructions are to be read carefully.

8. Bid submission (Sealed Tender)

The entire bid-submission would be physical sealed tenders only.

Broad outline of submissions are as follows:

(i) Submission of Bid Parts (Technical & Financial)

(ii) Submission of information pertaining to Bid Security/ EMD and tender document fees

(iii) Submission of signed copy of Tender Documents/Addendums

9. TECHNICAL PART shall consist of Technical Main Bid and Bid Annexure of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be submitted.
10. The FINANCIAL PART shall consist of Financial Main Bid and Financial Bid Annexure, duly filled price schedule as **Annexure-V** is to be submitted.

11. Public Tender Opening Event (TOE)

The 'Public Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Tender Opening Event (TOE) on stipulated date and time at conference hall of All India Institute of Ayurveda, New Delhi

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Chapter-II
GENERAL TERMS AND CONDITIONS

1. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at "Annexure-X". The bidder is responsible for the supply of stores. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Director, AIIA DELHI has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. For supplying items at approved rates new coming firm may have to deposit the EMD. The offered rates shall be valid for initial period for One year extendable further One year on mutual agreement basis after completion of initial One year period.
2. Bidders will be required to arrange a demonstration of the quoted equipment, if desired by the technical specification committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder
3. The model of the equipment offered should not be obsolete /out of production for next 5 years.
4. **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.
5. **Country of Origin**
 - I. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
 - II. The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
 - III. The country of origin may be specified in the Price Schedule
6. **Terms of Delivery:** Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement and Supply & Delivery Clause in General Terms and Conditions Section. Please note that the time shall be the essence of the contract.
7. **Transportation of Goods: -**
 - a) **Instructions for transportation of imported goods offered from abroad:**
The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods to the Consignee Site destination through under CIP (Named port of destination) to AIIA DELHI, GAUTAM PURI SARITA VIHAR , DELHI) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier



shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

b) Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard, the supplier will arrange transportation of the ordered goods as per its own procedure up to Consignee Site (i.e. AIIA DELHI, GAUTAM PURI SARITA VIHAR , DELHI-110076.

8. Insurance:- If AIIA DELHI will release any Advance payment against Dispatch Documents is to be made or LC is to be opened in the name of any Manufacturer/Distributor Agency, the Goods supplied under this Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery up to AIIA DELHI, GAUTAM PURI SARITA VIHAR , DELHI, it means that the Supplier Agency is liable for providing insurance cover for "All Risks" including war risks and strike clauses i.e. Force Majeure. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity (i.e. AIIA DELHI) on CIF/CIP basis, the Supplier Agency shall arrange and pay for marine/air insurance, making the purchaser the beneficiary.

9. Spare Parts: The separate price list of all spares and accessories and consumables, if any, (including minor) required for maintenance and repairs in future after guarantee/warranty period must be provided the Format given at "Annexure-VII" failing which quotation will not be considered.

10. Tender currencies

(i) The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR) in the Financial Bid Format given at "Annexure-V(A)" A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India, in case their bid is found to be the lowest one after opening of price bid.

(ii) For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only (INR), if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

(iii) Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.

11. Tender Prices

(i) The Tenderer shall indicate on the Financial Bid Price Schedule provided at "Annexure-V(A)" for Indigenous supplies in INR and on the Financial Bid price Schedule provided at "Annexure- V(B)" for Imported supplies in any freely convertible currency for all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Financial Bid Price schedule in given format should be filled up as required.

(ii) If there is more than one schedule in the Schedule of Requirements, the tenderer has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the

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tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

(iii) The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Financial Bid Price Schedules format given at “Annexure-V(A)” and “Annexure-V(B), which so ever shall be applicable.

(iv) While filling up the columns of the Financial Bid Price Schedule, the following aspects should be noted for compliance: –

1) For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner: –

The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex- factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc:

- a) Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;
 - b) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination will bear by Tenderer;
 - c) The price of Incidental Services, as mentioned in Schedule of Requirement and Price Schedule;
 - d) The prices of Site Modification Work (if any), as mentioned in Schedule of Requirement, Technical Specification and Price Schedule.
- e) The price of annual CMC, as mentioned in Schedule of Requirement, Technical Specification and Price Schedule.
- 2) For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:-
- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the Schedule of Requirement and Price Schedule;
 - b) Price of goods quoted CIP (name port of destination) in India as indicated in the Schedule of Requirement and Price Schedule;
 - c) The charges for Insurance (local transportation and storage), custom clearances, forwarding and handling would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the Schedule of Requirement and Price Schedule;
 - d) The charges for Incidental Services, as in the Schedule of Requirement and Price Schedule;
 - e) The prices of Site Modification Work (if any), as mentioned in Schedule of Requirement, Technical Specification and Price Schedule; and
 - f) The price of annual CMC, as mentioned in Schedule of Requirement, Technical Specification and Price Schedule.

(v) Additional information and instruction on Duties and Taxes:

- a) **Octroi Duty and Local Duties & Taxes:** Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.
- b) **Customs Duty:** The Purchaser will pay the Customs duty wherever applicable, however if the Custom Duty Exemption Certificate (CDEC) provided and the supplier get the exemption from Custom Duty Department on account of it, the supplier will liable for pass on all the cost reduction benefit of Custom Duty cost (if any) to AIIA DELHI.
- c) **Goods and Services Tax (GST) as per GST Act 2017:** If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately in their GST Compliant Invoices. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- d) For transportation of imported goods offered from abroad, relevant instructions as incorporated under General Terms and Condition **Clause 7** shall be followed.
- e) For Insurance of goods to be supplied, relevant instruction as provided under General Terms and Condition **Clause 8** shall followed.
- f) Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- g) The need for indication of all such price components by the tenderers, as required in this clause (viz., General Terms and Condition **Clause 11**) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

12. Indian Agent

- 12.1** If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described above, shall also furnish the following information:
- a) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (i.e. DGS&D).

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- b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- c) The details of the services to be rendered by the agent for the subject requirement.
- d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- e) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business required to be enclosed.
- f) Principal's/Manufacturer's Original Performa Invoice with the price bid must require to be provided.

13. Firm Price:- Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote Schedule of Requirement wise unit price and total price with applicable Taxes and Expenditures. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered

14. Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.)

- i. Tenderer should submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least **5 years** after the guarantee/warranty period.
- ii. The manufacturer should also give warranty/guarantee that will keep the institute informed of any update of the equipment over a period of next **5 years** and undertake to provide the same to the institute at no extra cost. Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- iii. Guarantee/warranty to the effect that before going out of production of spares parts, the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
- iv. The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blue-prints and drawing of the spare parts if and when required in connection with the equipment.
- v. **The supplier warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc.** that the Equipment/Stores supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the Equipment/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.
 - o No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.



- Comprehensive Warranty as well as Comprehensive Maintenance contract should be inclusive of all accessories.
 - Replacement and repair will be under taken for the defective Equipment/Stores.
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- VI. Upon receipt of such notice, the supplier shall, within **48 hours on a 24 X 7 X 365 basis** respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts / Equipment / Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced Parts/Equipment/Stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
- VII. The tenderer hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/Warranty that the said goods / equipment / stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows:-
- a. Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales services.
 - b. It is specifically required that the tenderer will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.
- VIII. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- IX. During Warranty period, the supplier is required to visit at consignee's site at least **once in 3 months** commencing from the date of the installation for preventive maintenance of the Equipment/Stores.
- X. The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
15. **CMC for 5 Years period after completion of 5 Years onsite free of Cost Warranty: -**
The bidder will give an onsite guarantee/ warranty for trouble free functioning and maintenance of the facility for **5 Years** including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a performance bank guarantee for 3% of the cost of the Purchase Order for the period of warranty plus **3 months** indemnifying the hospital against all losses incurred by the hospital during the warranty/maintenance period in the format given at "**Annexure-XII**". This has to be submitted after satisfactory installation along with the bills. The firm shall also quote for CMC charges which is applicable for the next **5 years** after expiry of the comprehensive warranty period of **5 years** in the "**Annexure-VI**" for each Equipment/item (on which the Warranty/Guarantee applicable)

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16. The bidder should quote rates of optional accessories / consumables / spares as per "Annexure VII" and the rates should be valid till the validity of the contract.
17. Bidders are required to quote strictly as per specification of the equipment. Deviation is to specification, it must be brought out clearly giving deviation statement in "Annexure-IV".
18. Additional features (in case of equipment), if any, should be listed separately in the offer.
19. The bidder should submit an undertaking for acceptance of Terms & Conditions "Annexure-I" to the effect that they have necessary infrastructure for maintenance of the equipment and will provide accessories/spares as and when required by the indenter for **05 years** after expiry of the Warranty period.
20. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.
21. **Points needed to be kept in mind by Tenderer while preparing Bid and Quoting prices in this Tender Enquiry:-**
 - I. No increase in quoted price and change in quality of product will be allowed during the validity of Rate Contract period.
 - II. Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIA DELHI basis. No condition like discount in price, free goods/ incentives will be accepted towards finalization of the tenders. Rates should be according to a unit e.g. cost per equipment/item and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
 - III. No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.
 - IV. **Applicability of Anti-Profitteering Rule under GST Act 2017:-** No item should be quoted with price more than the **M.R.P.** by any Supplier Agency to AIIA DELHI. The MRP is required to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at Annexure-I in the given Price Quotation format. The Anti-Profitteering Rule under GST Act 2017 is applicable against this Tender Enquiry on which the Supplier Agency should have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIA DELHI by way of commensurate reduction in their prices. If any Supplier Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIA DELHI), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.
 - V. **Fall Clause:** If at any time during the execution of the contract, the Contractor/Manufacturer/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any other AIIA/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Director, AIIA DELHI. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIA DELHI by the Bidder or AIIA DELHI will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.



22. The Director, AIIA DELHI has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.
23. **DELIVERY OF THE SUPPLIES/STORES& PENALTY/LD ON DELAY SUPPLY: -**
- I. Delivery of stores shall be **F.O.R to AIIA DELHI**. The AIIA DELHI is not liable for payments on account of Freight/Taxes/Expenditures, which are to be paid inclusively by the suppliers.
 - II. The firm will be bound to supply Delivery time for the items of Indian make within 4 weeks (i.e.28 Days) and imported items in 8 weeks (i.e. 56 Days). Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.
 - III. The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty of 0.50% of the value of order per week or part thereof for delayed supply subject to a maximum of 10% of the total value of the order on the remaining part of supply (on Ordered Items Value part not on Tax part). Maximum delay of 20 weeks i.e. 140 Days for Indian make and for Foreign make is admissible subject to deduction of LD on the Total Items Order value (i.e. LD not applicable on tax part) as per above mentioned rate beyond the time given in the Supply/Purchase Order of AIIA DELHI. No supplies will be entertained after expiry of 20 weeks in case of Indian make items and in case of Foreign make imported items from the date of issue of supply order on e-mail as supply order will be treated as cancelled without any further reference and order shall be placed to L2 bidder and difference of cost shall be recovered from the EMD/Performance Security and action as deemed fit shall be initiated against the firm.
 - IV. Part supplies will preferably not accepted/allowed at AIIA DELHI. However, if the vendors will supplied Items on urgent basis on part supply basis for meeting urgent nature requirement immediately in the interest of AIIA DELHI or due to the shortage of any of ordered items in market/due to any other production issue at Manufacturing Unit, which affects the suppliers and on account of the same the supplier Agency will not be able to supply the whole ordered items on the Stipulated supply period, the LD on applicable rates will be imposed on the only remaining balance part of supplies (LD applicable only on Items total Order Value part not on the Tax part) and will be deducted from the Supplier Agency Payment Claim against the supply in lieu of delayed supply beyond the stipulated supply period as mentioned on the PO issued by the AIIA DELHI as per the LD Rates mentioned above in the **Clause 23 (iii)** above and shall be deducted from the Pending Bills /Performance Security Deposit of the Agency by AIIA DELHI.
24. **INSPECTION OF SUPPLIES:-**
Inspection will be done by the duly constituted committee members nominated by Director, AIIA DELHI and or his authorized representatives in AIIA DELHI Hospital premises at designated place. Any cost incurred for carryout the inspection/testing etc., shall be borne by Supplier Agency.
25. **INCIDENTAL SERVICES:-**
The supplier shall be required to perform the following services at Consignee Site:
- a) Installation & commissioning, Supervision and Demonstration of the Equipment/Goods

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- b) Providing required jigs and tools for assembly, minor Civil/Electrical/ Plumbing / any other needed engineering works etc required for the completion of the installation.
- c) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the Equipment/Goods
- d) Supplying required number of operation & maintenance manual for the goods

26. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS

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

The usual documents involved and the drill to be followed in general for this Purpose are as follows.:-

A) For Domestic Equipment/Goods, including Equipment/goods already imported by the supplier under its own arrangement :- Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract/purchase Order, the complete details of dispatch and also supply the following documents to them by registered post / speed post / courier (or as instructed in the contract):

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Certificate of origin for goods of foreign origin;
- (iv) Insurance Certificate.
- (v) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For Equipment/goods imported from abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract/Supply Order, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV or Equivalent prior to dispatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival to the Consignee site.

27. Taxes, Duties, Incidental Services and Warranties:- Supplier shall be entirely responsible for all taxes, duties, fees, levies, incidental Services, Warranties etc. incurred until delivery of the contracted goods to the purchaser.

28. Terms and mode of payment :-

28.1. Final Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner: –

I. Payment for Domestic Goods Or Foreign Origin Located Within India:-

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

a) On delivery (Preferably within 1 month time of “Consignee Receipt Certificate (CRC)” and subject to submission of following documents):

Seventy percent (70%) payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

1. Three copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount
2. Two copies of packing list identifying contents of each package
3. Inspection certificate, if any
4. Insurance Certificate, if any
5. Certificate of origin for imported goods
6. Consignee Receipt Certificate in original issued by the authorized User Department representatives/Concerned Stores Representative of the consignee

b) On Acceptance (Preferably within 3 month time of “Final Acceptance Certificate (FAC)” and subject to submission of following documents):

Balance Thirty percent (30%) payment would be made against ‘ Final Acceptance certificate (FAC)’ of Equipment /Goods to be issued by the User Department of the Consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated Official of the consignee after installation, commissioning, testing and Four to Six weeks of successful trail run of the equipment in the User Department.

II. Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment:

Seventy percent (70%) of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified here under:

- (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;

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- (iii) Four Copies of packing list identifying contents of each package;
 - (iv) Insurance Certificate and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
 - (v) Manufacturer's/Supplier's warranty certificate;
 - (vi) Manufacturer's own factory inspection report and
 - (vii) Certificate of origin by the chamber of commerce of the concerned country;
 - (viii) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency likeSGS, Lloyd, BEAURU VARITUS and TUV or Equivalent prior to dispatch.
 - (ix) Consignee Receipt Certificate in original issued by the authorized representative of user Department/Concerned Stores Department of the consignee.
- b) On Acceptance: Preferably within 3 month time of "Final Acceptance Certificate (FAC)" and subject to submission of following documents:-**
- Balance payment of Thirty percent (30%) of net Destination price of Equipment/ goods would be made against 'Final Acceptance Certificate' to be issued by the consignees designated Official through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and Four to Six weeks of successful trail run of the equipment.
- c) Payment of Incidental Costs till consignee site & Incidental Services** (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee. All should be inclusive in the quoted price of the Bidder, in later stage, AIIA DELHI will not pay extra amount on account of any such costs/items to any Bidder.
- d) Payment of Indian Agency Commission:**
- Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This is payable against submission of a certificate from the principal supplier that they have realized full and final settlement against their supply.
- III. Payment of Site Modification Work, if any:**
- Site Modification Work payment will be made to the bidder/ manufacturer's agent to its Indian Office in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation, commissioning and acceptance of equipment by the consignee within the price quoted in the price Schedule and approved by AIIA DELHI means AIIA DELHI will not pay any extra amount for any work beyond the approved prices to any bidder.
- IV. Payment for Annual Comprehensive Maintenance Contract Charges:**
- The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on the last Quarter of the 6th Year onwards on year to year basis after satisfactory completion of said 5 Year free of Cost Warranty period, duly certified by the



consignee on receipt of bank guarantee for an amount equivalent to 3% of the cost of the 5 Years CMC Value as per contract in the prescribed format given at " Annexure-XII " .

- 28.2.** The supplier shall not claim any interest on payments under the contract.
- 28.3.** 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.
- 28.4.** Irrevocable & non – transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 28.5.** The payment shall be made in the currency / currencies authorized in the contract.
- 28.6.** The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 28.7.** 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.
- 28.8.** While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, 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, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 28.9.** In case where the supplier is not in a position to submit its bill for the balance payment for want of received copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:-
- The supplier will make Equipment/good for any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods.
 - Delay in supplies, if any, has been regularized subject to deduction of applicable LD.
 - The contract price where it is subject to variation has been finalized.
 - The supplier furnishes the following undertakings:

I/We, _____ certify that I/We have not received back the Inspection Note duly received by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

29. OTHERS:-

Technical Evaluation Committee/Procurement Committee and other committees as constituted by the Director will decide regarding approval of Items, Rates and Quantities required to be procured (i.e. increase/decrease in either side as indicated in Chapter-IV) for different categories of

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Equipment/items as per requirement of AIIA DELHI basis. Decision of the Director will be final and binding to all parties.

The any Tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, AIIA DELHI. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Tenderer shall be forfeit by AIIA DELHI.

The AIIA DELHI shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/Stores/Goods/Items at AIIA DELHI.

30. PACKING & MARKING OF SUPPLIES: -

- a) The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage. The stores supplied by the bidder should strictly conform to the labeling provisions laid down under the latest Drugs & Cosmetic Rules or other applicable statutory provisions.
- b) All goods/stores supplied to the hospital shall have to be stamped, "The AIIA DELHI Supply only" and printed "NOT FOR SALE" in bold letters with indelible ink (whereas applicable).

31. BAR-CODING OF STORES: -

Each store (the unit packs, inter packs as well as final packs etc.) should be bar-coded to comply with GS-1 or EAN/UPC or GS1-128 bar-coding standards at different packaging levels. For details and specification of GS-1 bar-coding http://www.gs1india.org.in/gs1barcodes/pc_index.htm may be referred (Optional) (whereas applicable).

Bidder/Firms have to supply the Sterility Certificate for sterilized consumable items manufactured in India or abroad from the concerned principal manufacturer (whereas applicable).

32. FORCE MAJEURE:-

Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.

33. DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIA DELHI for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

34. LAW GOVERNING THE CONTRACT AND JURISDICTION

The contract Governed under Contract Act 1872 Indian competition act 2002 and instructions thereon from the government of India. The Court of DELHI shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

35. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will liable to deposit 3% of value of the Contract/Purchase Order as Performance Security Deposit in favor of "Director, AIIA DELHI" by way of "Performance Bank Guarantee in the format given at "Annexure-XII"/Fixed Demand Receipt" from Scheduled Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5 years warranty period + 3 months (valid for i.e. **63 months**) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. For CMC after expiry of warranty period, the 3% CMC Security Deposit of CMC Value of Equipment shall require to be deposit by the Bidder to AIIA DELHI in the format given at "Annexure-XII".

36. RECOVERY OF EXCESS PAYMENT MADE TO SUPPLIER AGENCY: -

If a result of post payment audit any over payment is detected in respect of any supply/work done by the supplier Agency or alleged to have been done by the Agency under this Tender Enquiry, it shall be recovered by the Institution from the Agency and Agency is liable to be deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order from AIIA DELHI within 30 days time period as and when they will receive written request from AIIA DELHI in this connection.

37. UNDERPAYMENT TO BE MADE TO SUPPLIER AGENCY: -

If a result of post payment audit any under payment is detected in respect of any supply/work done by the supplier Agency under this Tender Enquiry, it shall be duly paid by the Institution to the concerned Supplier Agency.

38. RESPONSIBILITY OF SUPPLIER AGENCY FOR PROVIDING COPIES OF RELVANT RECORDS: -

The Supplier Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over as and when asked by AIIA DELHI.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

39. EXCLUSIVE RIGHT: THE DIRECTOR, AIIA, DELHI, INDIA.

The Director, AIIA DELHI, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.

Director
AIIA DELHI

N.K. Bhowmik

Chapter-III

Eligibility Criteria for bidders

1. Original Equipment Manufacturer or their Authorized dealers are eligible to participate in the tender.
2. Authorized Representatives: Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:
 - (i) their principal manufacturer meets all the criteria above without exemption, and
 - (ii) the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
 - (iii) the bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st Mar 2020.
3. Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
4. Signed and scanned copy of GST Registration and proof of latest quarter GST returns filed copies by the participating Bidder Company.
5. Signed and scanned copy of PAN Card in the name of firm/company.
6. Signed and scanned copy of certification from CA as a proof for filling Income Tax Return of the firm/company for the last three financial years (i.e. Financial Years-2017-18, 2018-19 and 2019-20).
7. Signed scanned copies of certification from CA as a proof for turnover for last three Financial Years (i.e. for FY 2017-18, 2018-19 and 2019-20). The Turnover of the Bidder Company for participating in this Tender Enquiry must be more than **Rs. 10000000/- (Rupees One Crore)**. For this purpose, a scanned copy of Letter duly certified by the Chartered Accountant/Company Secretary for clearly mentioning the above three FY's Turnover Figures must upload for necessary references by the Bidder.
8. List of Name of the Organizations and their contact details where the similar nature Items previously supplied by him as asked in Schedule of Requirement against this Tender Enquiry by any interested bidder for Bidding items to any Government Hospital/Institute/PSU's/Other reputed Institutions in India in Last Three Financial Years (i.e. 2017-18, 2018-19 and 2019-20) must require to be uploaded. If any Bidder will not upload the requested List of above requested information in respect of Items asked in this Tender Enquiry of the requested FYs, their bid is liable for rejection.



9. The bidder (*manufacturer or principal of authorised representative*) should have regularly for at least the last *three* years, ending 31st March 2020 manufactured/supplied the equipment mentioned in Schedule of Requirement.
10. The bidder' should have manufactured/supplied at least Five of equipment mentioned in the schedule of Requirement in at least one of the last three years ending on 31st March 2020 and out of which at least three numbers of offered version/model of the quoted equipment should be in successful operation for at least two years on the date of bid opening.
11. Singed and attested legible scanned copies of at least three Numbers of Previous Purchase Order Copies for each of participating item, which has been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2017-2018 to FY-2019-2020 for pre-qualification bid evaluation purpose.
12. Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.
13. Signed and scanned copy of duly filled PFMS Form of AIIA DELHI in the format given at **Annexure-XIV.**

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Chapter-IV Schedule of Requirement

The Scope of work Includes:

Providing Equipment/ Stores to the **Department of KRIYA SHARIR** based on Technical Specification and international standard specifications with keeping in mind the following essential requirement to participation in this Tender document: -

1. We are looking for reputed well known Manufacturer's/Authorized Distributors/ Authorized Dealers/ Authorized Supplier companies, who will supply the high quality Equipment/ Instruments as per the Technical Specification and Standard mentioned in Schedule of requirement at AIIA DELHI.
2. Companies well known in the line of manufacturing/Authorized Distributor/Dealer of the Equipment/Instruments/ should only quote due to as per our requirement the supply Delivery time is 5 weeks (i.e. 35 Days) (in case of Indian Make) and 8 Weeks (i.e. 56 Days) (in case of Imported Item) only after the issue of NOA/Purchase Order .
3. The Equipment as required for **Department of KRIYA SHARIR** given in requirement schedule may be purchased immediately and Tenderer should be brought on site for demonstration of instrument /Equipment for display if directed by the Technical Evaluation Committee during evaluation comprising the Subject Experts duly constituted by the Competent Authority (Director, AIIA DELHI)for Procurement of required Equipment/Instruments for Hospital functioning. The cost for organizing demonstration at AIIA DELHI shall bear by Tenderer.
4. Bidders will be required to arrange a demonstration of the quoted Instrument/equipment, if desire by the technical specification committee. Cost of organizing such demonstration shall be borne by the bidder
5. The quantity intimated with this tender is only the initial estimation for starting phase of Hospital and it will vary in future as per the actual requirement of the institute either side (i.e. increase/decrease) and successful L-1 Agency is liable to supply the required number of equipment on their accepted and approved rates to AIIA DELHI during concurrency of Annual Rate Contract. AIIA DELHI, will not pay any extra amount to any Bidder Company beyond the accepted price.
6. The required in-situ works like minor Electrical/Plumbing/Civil/any other Engineering Works, any accessories, consumables for three month period, if any required for Equipment/Instrument installation for making it operational at client site, will carried out and borne by the Successful L-1 Agency, and for this purpose no extra payment, what so ever will not paid by AIIA DELHI to any Agency, means the supplier agency deal the Equipment/instrument supply & Installation work on "turnkey" basis.



TECHNICAL SPECIFICATIONS
VIDEO POLYSOMNOGRAPHY SLEEP LAB

Specification

1. The unit should be portable and should give full mobility to the patient during sleep study.
2. Should have inbuilt capability to record, abdominal and chest effort, Nasal/Oral Airflow (both Thermistor and Nasal Canula), Snoring (Microphone), Motor activity, body position, Spo2, pulse rate, moment, ambient light, Cpap/Bipap pressure and event marker, ECG, 15 EEG reference channel with EMGs for complete sleep staging.
3. The unit should have facility to store data on Flash card and simultaneously transmit the data.
4. The system should have the ability to work on battery so that there is no electrical interference coming to EEG signals.
5. The system should be provided with Lan Infrared Camera LAN Infrared Video Camera, Microphone and speaker.
6. Complete set up of the unit including its fixtures and furnitures
7. Necessary certification for use in humans.

Justification

It Should have automatic analysis, detection of Apneas/Hypopneas, Bradycardia/Tachycardia's, O2 desaturations, Sleep Staging (Alpha, Beta & Delta freq analysis) calculation of Average Freq Analysis, Body Position, Pulse, Transition Time, Snoring and PLM analysis.

It records your brain waves, the oxygen level in your blood, heart rate and breathing, as well as eye and leg movements during the study test used to diagnose sleep disorders.

Nidra and Swapnaparikshan

UNDERTAKING**Annexure-I**

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

(To be executed on Rs. 100/-Non-judicial Stamp Paper duly attested by Public Notary)

To

The Director, AIIA DELHI,
GAUTAM PURI SARITA VIHAR , DELHI-110076 India

Madam,

1. The undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/ user valid and binding on me/us for acceptance till the validity of tender.
2. **I/We undersigned hereby bind myself/ ourselves to ALL INDIA INSTITUTE OF AYURVEDA DELHI, GAUTAM PURI SARITA VIHAR , DELHI-110076 INDIA to supply the approved awarded Equipment/ Instruments/ Apparatus/ items in the approved prices to AIIA DELHI, during the Rate Contract period under this contract.**
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIA DELHI, India (hereinafter called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. **Performance security 3%** of the cost of the supply value shall be deposited by me in the form of FDR/ Bank Guarantee in the name of The Director, All India Institute of Ayurveda, DELHI (India) in the format at **annexure XII** attached herewith on award of the contract and shall remain in the custody of the Director till the validity of the Tender Contract plus three month **(i.e. for 63 months)**.
5. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
7. If I/We fail to supply the stores in stipulated period the AIIA DELHI has full power to compound or forfeit the Bid Security/security deposit.
8. I/We declare that no legal/ financial irregularities are pending against the proprietor/ partner of the tendering firm or manufacturer.
9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIA DELHI will be valid for one year from the date of approval of the rate contract in the format given in **Annexure-XIII** or till extended as mutually agreed upon. I/we undertake to supply the equipment/stores will be **as per clause no. 1 & 23 of General Terms & Conditions** in tender document. I/we undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIA DELHI, India.

N. K. Chopra