Tender

Tender Documents for Supply, Installation, Testing and Commissioning of Laparoscopic Set for DEPT. of Stri Roga and Prasuti Tantra, AIIA-DELHI.

Tender: 66/Store/SRPT Instruments/AIIA-2021 LAPAROSCOPIC SET **Dated:** 10/02/21

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

Meenakshi

ALL INDIA INSTITUTE OF AYURVEDA (AIIA) DELHI
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Website :www.aiia.gov.inEmail:central-store@aiia.gov.in

Tender Notice

Tender: 66/Store/SRPT Instruments/AIIA-2021 **LAPAROSCOPIC SET** **Dated:** 10/2/21

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	**Laparoscopic Set**	01 No	Rs. 25,00,000.00 (Rupees Twenty Five Lac Only)	NIL
		TOTAL	**Rs. 25,00,000.00**	

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 10 / 02 /2021

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

Bid Submission end date :23/02/2021 at 15.00 Hrs.
Technical Bid opening date 23/02/2021 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.aiia.gov.inEmail:central-store@aiia.gov.in

Sealed Quotations in Two Bids System Are Invited

Critical Dates

	Schedule	Date (DD/MM/YYYY)	Time (Hrs. Mins)
1	Tender Publishing date	10 /02/2021	18:00
2	Document download start date	10 /02/2021	18:00
3	Pre-Bid Meeting	16 /02/2021	15:00
4	Seeking Clarification end date	16 /02/2021	15:30
5	Bid Submission start date	10 /02/2021	18:00
6	Bid Submission end date	23 /02/2021	15:00
7	Technical Bid opening date	23 /02/2021	15:30

Tender Document Fees - Nil

EMD - Bidders need not to deposit EMD/ Bid Security for this tender. However, Bidders to sign a Bid securing declaration (as per **Annexure-XI** attached) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the Two Years from being eligible to submit Bids for contracts with All India Institute of Ayurveda New Delhi.

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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@aiia.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 AIIA 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. AIIA shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIA, till 7 (seven) days before the deadline for submission of bids, shall be bindingon the participatory bidders.

Chapter-I

TENDERING INSTRUCTIONS TO BIDDERS

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

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.
    d. Undertaking for compliance of all T&C of the tender (as per Annexure-I)
    e. Criminal Liability
    f. EMD - Nil (bidders require to submit bid security declaration at Annexure-XI).
    g. All the two envelops 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 Natural rupees (INR). Where prices are quoted in any other way shall be treated as non responding and rejected.
    k. 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.
    l. 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.
    m. Interested bidder may obtain further information about the requirement form the above office.
    n. 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.

o. In event of any of the above mentioned dates being declared as holiday/ closed day for the purchase organization the tender will be received and opened on next day.

p. 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 9in 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.aiia.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) 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 Bid Security Declaration at Annexure-XI

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

(iv) In one envelop only one tender should be submitted. Submission of more than one tender/ bid in a single envelop/cover shall be rejected.

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

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/Bid Security Declaration (Annexure--XI). The offered ratesshall 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 desire by the technical specification committee. Failure to arrange for a demonstration on the given date maylead 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 orin 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. **Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:** 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. **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/warrantee period must be provided the Format given at **"Annexure-VII"** failing which quotation will not be considered.

9. **Tender currencies:** 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 tenderer quoting imported goods located within India shall producedocumentary 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.

10. Tender Prices

(i) The Tenderer shall indicate on the Financial Bid Price Schedule provided at **"Annexure-V"** for Indigenous supplies in INR 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 tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

(iii) While filling up the columns of the Financial Bid Price Schedule, for domestic goods or goods of foreign origin located within India, the prices in the correspondingprice schedule shall be entered separately in the following manner: -

a) 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:

b) Any taxes and duties including Custom duty and/or GST, which will be payable on the goods inIndia if the contract is awarded;

c) 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;

d) The price of Incidental Services, as mentioned in 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.

f) The price of annual CMC, as mentioned in Schedule of Requirement, Technical Specification andPrice Schedule.

(iv) <u>Additional information and instruction on Duties and Taxes:</u>

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) 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 isliable to be assessed or has actually been assessed provided the transaction is legally liable to Goodsand 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.

Meenals

c) The need for indication of all such price components by the tenderers, as required in this clause (viz., General Terms and Condition **Clause 10**) 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.

11. **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

12. **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 up-date 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 underthe conditions prevailing in India.

- 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 theultimate 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.

13. **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). The price quoted for CMC will be considered alongwith price Of required Instruments/equipment in financial bid.

14. 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.

15. 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**".

16. Additional features (in case of equipment), if any, should be listed separately in the offer.

17. 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.

18. The firms should confirm that the equipment is brand New, is of latest technology and havefacility for up gradation, if necessary.

19. **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 otherform. Quoting of rates in variation to the prescribed unit will authorize the Competent Authorityto 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-Profiteering 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-Profiteering 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/Manufacture/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 thepurchaser and the price payable under the contract for the stores supplied after the date ofcoming 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.

20. 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.

21. 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). 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. Thepenalty of 0.50% of the value of order per week for delayed supply of the order. Maximum delay of 4 weeks i.e. 28 Days. No supplies will be entertained after expiry of 28 days from the date of issue of supply order on email otherwise supply order will be treated as withdrawal by the bidder and action will be take as per the bid security declaration and any other relevant rules.

IV. Part supplies will not accepted/allowed at AIIA DELHI.

22. 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.

23. 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

b) Providing required jigs and tools for assembly, minor Civil/Electrical/ Plumbing / any otherneeded 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

24. 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.

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.

25. 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.

26. Terms and mode of payment :-

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

I. **Payment for Goods :-** Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery (Preferably within four weeks 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 goodcondition 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 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 ofexchange 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.

III. 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 YearsCMC Value as per contract in the prescribed format given at" **Annexure-XII** ".

26. 2. The supplier shall not claim any interest on payments under the contract.

26. 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 ratesas notified from time to time.

26. 4. 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.

26. 5. 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.

26. 6. 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.

26. 7. In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted 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 receipted by the consignee or any communication from the purchaser or theconsignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may reportwithin three months from the date of receipt of this balance payment.

27. 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 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 contractshall 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.

28. 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).

29. 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 manufacturedin India or abroad from the concerned principal manufacturer (whereas applicable).

30. 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 either, 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 stature 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.

31. 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 blinding on the contracting parties.

32. 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.

33. 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"**.

34. 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.

35. 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.

36. 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.

37. <u>EXCLUSIVE RIGHT: THE DIRECTOR, AIIA, DELHI, INDIA.</u>

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

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 eligible, 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, 2018-19and 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, 2018-19and 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 mustupload 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, 2018-19and 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.**

Chapter-IV
Schedule of Requirement

The Scope of work Includes:

Providing Equipment/ Stores to the **Department of Stri Roga and Prasuti Tantra** 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 to as per our requirement and supply Delivery time of 4 weeks (i.e. 28 Days) after the issue of NOA/Purchase Order.
3. The Equipment as required for **Department of Stri Roga and Prasuti Tantra** 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
Laparoscopic Set

1) Laparoscopic Video Monitor (High definition Television) HDTV: 1 no.
Full digital HDTV compatible, super high resolution image with stable and flicker free image quality. Large LED screen provides clear, easy –to- see image with lower power consumption.
2) Laparoscopic Camera with control unit: HD camera: 1 no.
It should have unprecedented colour reproduction and highest degree of fidelity. It also should have horizontal image resolution. Compatible with all flexible videoscopes and video laparoscopes. Autoclavable manual and auto white balancing system.
3) Light source Xenon (>=300 watt): 1no.
It should have high intensity for sufficient illumination of whole abdomen and compatible with HD camera. Light intensity continuously, manually adjustable.
4) Fiber optic cable (5 mm & 250 cm): 1no.
5) HD Video system with video recorder.
6) Laproflattor: 1 no.
Electronic CO2 laproflattor with tubings. High degree of safety, large display for status checking and powerful 35 L/min insufflations and responds to abdominal gas leaks by quickly returning to the preset level with automatic overpressure release for patient safety.
7) Laparoscopic suction irrigation machine or pelvis cleaner system –Laparo –pump & holder for irrigation stand reusable tube set, power supply cable, Hygine filter for aspiration, aspiration container, 3L autoclable pack & mounting for securing aspiration container to irrigator stand & suction irrigation tube set.
8) Electro-surgical unit with accessories:
It should have high frequency surgical unit more than adequate for all surgical procedures, can set a lower limit.
Power –pack system gives intelligent cutting and coagulation support for initial incisions for all situations. Bi –polar coagulation has to be included in the above unit. Sophisticated self –check program: Minimum power consumption and patient's safety in top quality must be present. Cut control for consistent regulation of cutting quality & soft coagulation with no carbonization to reduced adhesive effect. Neutral electrode safety system. Auto start and auto coagulation during bipolar coagulation. Digital error code displays electronic memory. **Hand instruments for Laparoscopy**:
i) Veress needle: It should be with spring action blunt style
12 cm : 1 no
10 cm : 1 no
8 cm : 1 no

ii) Trocar and cannula:
10 mm : 2 nos
7 mm : 1 no.
5 mm : 6 nos
It should consists of trocar, cannula with insufflation stopcock and multifunctional valve and must have pyramidal tip.
iii) Reducer /reduction sleeve 5 mm: 1 no.
iv) Telescopes:
10 mm - 0^0 - 1no
- 30^0 - 1no
5 mm - 30^0 - 1no
Rigid rod lens system provides good resolution and the better dept perception. It should have uniform image brightness and autoclavable. The 300 forward oblique angle and permits for greater latitude for viewing underlying areas under difficult anatomical conditions.
v) Suction Cannula : 10 mm - 1no
5 mm -1 no
vi) Laparoscopic scissors:
Curved (Monopolar Metzenbaum dissector 5mm diameter): 1 no
Straight (Bipolar) : 1no

30/9/2021

Peritoneal scissor : 1no
vii) Unipolar forceps (Hook & spatula) : 2nos
viii) Bipolar forceps : 2nos
ix) Atraumatic forceps: Maryland Dissector forceps: : 2 nos.
Fenestrated forceps: : 2 nos.
x) Needle Holder (flat jaw) with handle : 2nos
xi) Monopolar cable (reusable) : 1no.
xii) Bipolar cable (reusable) : 1no
xiii) Allis (double row of teeth) grasper : 1no
xiv) Aspiration needle : 1no.
xv) Reducer/ Reduction sleeve (5mm) : 1 no
xvi) Grasping forceps (toothed & ratchet 5mm) : 2nos
xvii) Laparoscopic knot pusher : 1no
xviii) Clip applicator (reusable) : 5mm - : 1no :10mm : 1no
xix) Uterine Manipulator : 1no
xx) Clips(medium & large)
xxi) Drilling needle : 1no
xxii) Infiltration needle : 1no
xxiii) Biopsy forceps (toothed punch biopsy) : 1no
xxiv) Myoma fixation screw : 2nos
xxv) Tissue morcellator with base unit & accessories : 1no
xxvi) Vessel sealing: Enseal :
9) 3 KVA UPS for use of Laparoscopic set.

1b. Specifications of Hysteroscopy set

Permit viewing of cervical cannula & active causes of the purpose of performing diagnose surgical procedures.
1) Should have unique bipolar hysteroscopic system in saline when combined with versa point.
2) A slim profile and outer diameter not to exceed 4.5 mm
3) Optics to be between 9-12 degree.
4) Should have provision for continuous flow irrigation.
5) Should have at least 6 fr and preferably 7 fr working channel.
6) Should supply a 3m length suitable fibre optic cable and necessary light guide adapters
7) Should supply kink resistant sealing caps for instruments of 3 to 7 fr size
8) Should supply a suitable sterilization tray for the compact hysteroscope.
9) Should supply the following compatible accessories
i) Grasping forceps : 1 no
ii) Flexible scissors : 1no
iii) Biopsy forceps : 1no
iv) Hook scissors : 1no
v) Cannula : 1no
vi) Button electrode /hook :
vii) HF Needle :
viii) HF connecting cable & cutting electrode.

Hysteroflow with hysterobalance

i) Should be a closed system for accurate and easy fluid loss measurement.
ii) Intelligent software and automatic instrument recognition for accurate measurement of the intrauterine pressure.
iii) One stand for easy handling.
iv) Extra-large display for clearly fluid –loss information.
v) Should be quoted with requisite tuning and adapter set for un-hindered working.
Hystero balance will have the foll features:
Width 710 mm
Height 1400 mm
Depth 810 mm
Weight 27 Kg
(when used with pump "Hystero Flow"
Max. Dimensions of fluid bags to be used
Width 300 mm
Height 440 mm

Hysteron flow will have the features:

Power supply

Voltage 220-240V
Frequency 50-60 Hz
Max power consumption 82 W
Fuse 2xT3,15A,UL-recognised
Size Suitable
Width 360 mm
Height 130 mm
Depth 305 mm
Weight 6.5 Kg
Safety Suitable
Protection class 1, type BF
Pump Suitable
Flow rate 30-500 ml/min
Pressure range 15-150 mm Hg
Overpressure molar cuts off over 200 mm Hg.

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 validand 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 63months).**
5. Should the said officer deem it necessary to change any article on being found of inferior quality, itshall 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 & 21 of General Terms & Conditions** in tender document. I/we undertake to supply the order with in stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIA DELHI, India.

10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per Demonstration/ Catalogue/ technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
13. Affidavit regarding No CBI Inquiry/ FEMA/ Criminal proceeding/ Black listing is pending or going on against the manufacturer/ bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
14. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Trouble shooting/Operation Manuals etc.) supplied with each of equipment by Principal Manufacturer in Original to AIIA, DELHI.
15. I/We undertake to calibrate Equipment as per requirement and frequency as indicated in the **Chapter-IV ,Technical Specification of Equipment** for ensuring optimum operation of equipment atthe AIIA, DELHI site.
16. **I**/we do hereby confirm that the prices/ rates quoted are fixed and are at par with the prices quoted by me /us to any other Govt. of India/ Govt. Hospitals/ Medical Institutions/ PSUs. I/ we also offer to supply the Equipment/ stores at the prices and rates not exceeding those mentioned in the Financial Bid.
17. I/we do accept/ agree for the all clauses including the 5 years onsite Warranty inclusive of all spares and labour etc and after expiry of warranty period, the 5 years CMC for Equipment on approved rates and payment terms and conditions of this tender enquiry.
18. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
19. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the Hospital failing which a penalty at the rate of 500/- per day may be recovered from pending bill/Bank Guarantee before releasing the same to us after 63 months.
20. I/we undertake, If as a result of post payment audit any over payment is deducted in respect ofany Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIA DELHI from our Agency.
21. I/We do hereby confirm that I/we aware about the provisions of "Make in India" initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of AIIA DELHI in respect of this Tender Enquiry.
22. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of India and will have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIA DELHI by way of commensurate reduction in our prices. And if I/we will found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIA DELHI),

the AIIA DELHI have the right to initiate necessary action deemed fit as per GST Act 2017 against our firm.

23. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIA DELHI from our Agency.

24. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the AIIA DELHI.

25. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIA DELHI

Meenakshi

Affirmation

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, The Director, All India Institute of Ayurveda, DELHI (India) will have full authority to take appropriate action as he/she may deem fit.

I/We hereby declare that, our quoted prices against this Tender Enquiry are not higher then prices offered by us to any others Govt. Institutions/Other Institutions as per prevailing market prices and we are liable for passing of all the benefits of GST in terms of cost reduction on account of varioustax factors to AIIA DELHI as per the provisions of GST Act 2017. We will also liable for passing ofall the cost reduction benefits (if any) on account of CDEC provided by AIIA DELHI on Custom Dutypart. If any time AIIA DELHI will get the information that we have supplied items on higher prices in comparison to other institutes on the basis of prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to AIIA DELHI from our side without any question. We are also undertaking that the Department of Commerce or Ministry/any other Department has been not debarred/blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of AIIA DELHI Authorities during execution of Supplies against this Tender Enquiry, AIIA DELHI have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations.

Signature of Bidder With seal of firm(Name of Bidder)

Place .....

Date.....

Annexure-II

CRIMINAL LIABILITY UNDERTAKING

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

I.....S/o.....
.....Resident of

.....
.....
.....
..... Do solemnly pledge and affirm: -That I am

the proprietor /partner/authorized signatory of

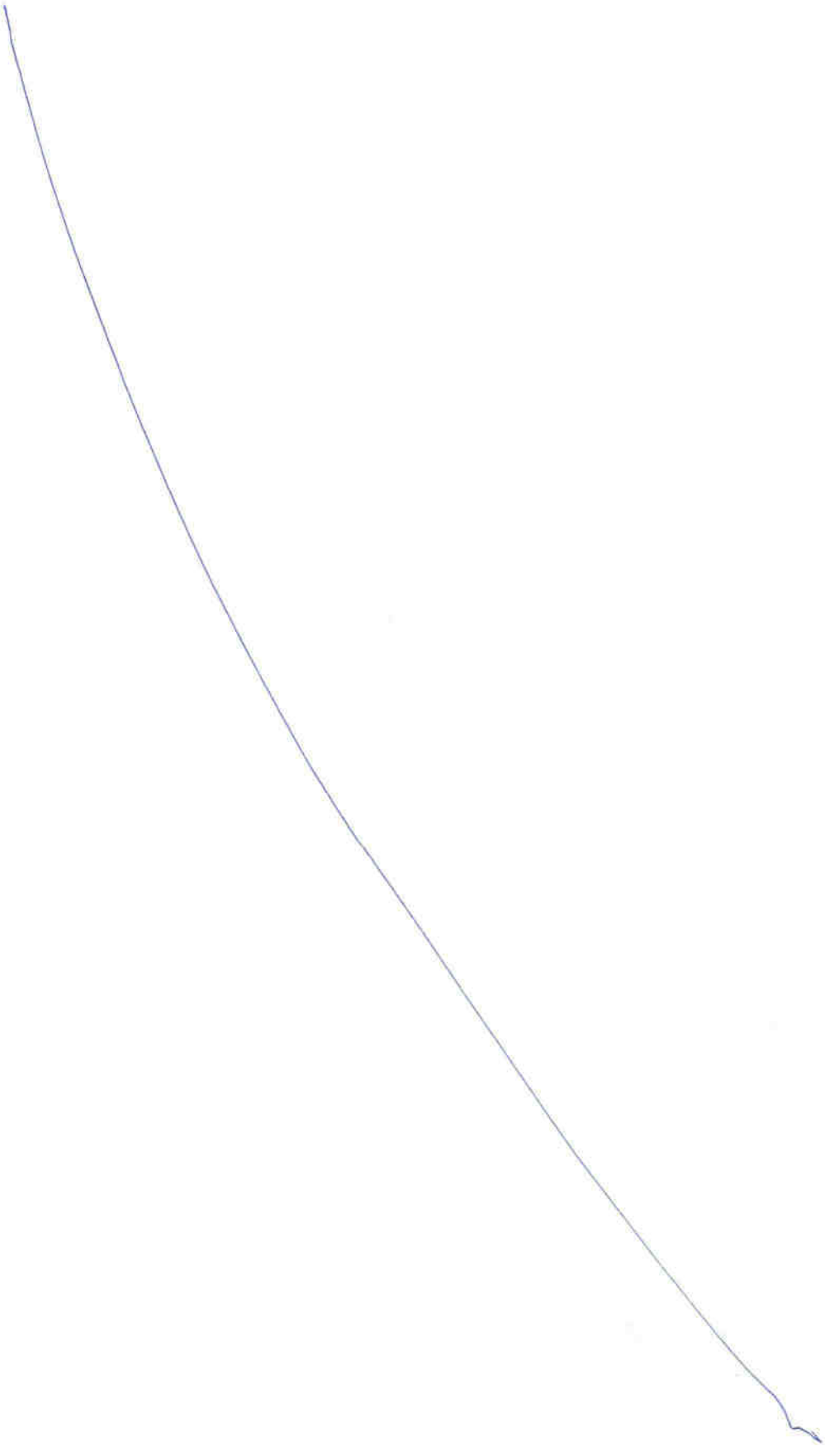
M/s. .....

2. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST/ Blacklisting is pending against my firm.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification



ANNEXURE-III

Technical BID Checklist

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	Original Hard Copy of the following document must be kept in sealed cover which contain the Sealed Envelops Technical Bid & Financial Bid kept in a seal cover must dropped in the Tender Box Kept in Stores, on 3rd Floor, C Block AIIA DELHI, GAUTAM PURI SARITA VIHAR ,New DELHI-110076 before the Closing date given in the Tendering Schedule against this Tender ID.			
A	Bid Security **in the form of declaration given at "Annexure- XI"**			
B	**Undertaking for acceptance *of all Terms&Conditions*** mentioned in this Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per" **Annexure–I ",** duly attested by notary public.			
C	**Undertaking for Criminal Liability** on Non Judicial Stamp Paper worth of Rs. 100/- as per **Annexure–II,** duly attested by notary public			
(2)	**Following documents along with above documents must submitted for "Technical Bid" eligibility evaluation:-**			
I.	The above said documents (A, B, C)shall also be submitted along with tender .			
II.	Signed photocopy of proof of last quarter's GSTreturns filed by the participating company as applicable for current financial year 2019-2020 & 2020-21			
III.	Signed Copy of GST Certificate showing clearly GSTNumber of the participating firm.			
IV.	Signed copy of PAN Card of the firm/company / Proprietor issued by Income Tax Department.			
V	Signed copy of the CA certificate as a proof for filing Income Tax return of the firm/company for the last three financial years (i.e. FY 2017-18, 2018-19,and 2019-20).			
VI.	Signed copy of CA certificate as proof for Turnoverfor during last three Financial Years (FY 2017-18, 2018-19, and 2019-20).			
VII.	Singed and attested copies of Previous PurchaseOrders of supply of Items as mentioned in the Schedule ofRequirement as per **(Chapter IV)** with showing values as follows: The Copies of previous Orders, as per above Values arerequired for technical eligibility evaluation as perabove.			

VIII.	Signed authorization Letter from Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document. In case of partnership firm, the copy of authorization Letter to sign the tender document by Lead partner should be submitted by the other partner / partners. Copy of partnership deed should also be submitted for support for necessary verification on			
IX	Signed copy of the referenced Tender ID Tender Document is must be submitted.			
X	Signed duly filled PFMS Form of AIIADELHI In the Format given at **"Annexure-XIV"**			
XI	If the above all desired document's from (1) A, B, C & (2) I, II, III, IV, V, VI, VII, VIII, IX, X copies/documents has not submitted by the any participating Bidder, his bid liable for rejection in "Technical Bid" Stage.			
(3)	(I) Hard copies of documents to be submitted on or 1before closing date in the Sealed Envelope super scribing "Technical Bid" with Tender ID: Serial Number of submitted documents should be in sequence as mentioned below: (II) Original Catalogues properly numbered should be submitted as hard copies (III) Original copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in Schedule of Requirement (Annexure-I) on each catalogue/literature document. Non submission may lead to non- consideration of the bid for that item. In sealed in envelope.			
(4)	**Documents required to be Needed :-**			
I.	Copy of the Technical bid – **"Annexure-IV"**			
II.	List of the items with its make, model& country of origin without indicating prices (i.e. un-priced list of participated items) by interested Bidder for Technical Evaluation purpose on those items he want to participate as per the Schedule of Requirement given in **"Chapter-IV"** of this Tender Enquiry.			
III.	Declaration in case of manufacturer & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at **"Annexure-X".**			

IV.	Signed Declaration / authorizationfrom the manufacturer should be submitted for Every quoted item / equipment. However, if the bidder is quoting more than one equipment/item of the same make, single authorization mentioning the name of items / equipment from the manufacturer is sufficient.			
V.	Valid certifications from competent authority with clearly showing validity date in respect of quoted item:-. ISO/ CE (EUROPEAN)/USFDA/ UL/ BIS.			
VI.	In case of imported stores, Bidder should submit signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.			
VII.	Signed copies of other documents as mentioned in point **(3) & (4)** above (i.e. Product Catalog, Technical Details, Specifications etc.) that are statutorily/ technically relevant and supportive to bid documents must also uploaded.			

***Note (√) in applicable column.**

Signature, Name of Authorized Person of the Bidder with seal.

Date:.....
Place:.....
Contact No. : .....
Email ID:.....

Annexure-IV

TECHNICAL BID

(signed technical bid documents)

Item No.	Name of the item(as per the Tender Schedule of Requirement Chapter IV)	Make & Model Quoted	Indian/Imported /Countryof Origin	Catalogue/Technical details submitted YES/NO	Demons-tration Yes / No	Deviationto specification if any With reason
1	**LAPAROSCOPIC SET**					

Note: Mention detailed specifications (point wise) of quoted item as per schedule of requirement and mention deviation in the specification if any.

Signature, Name of Authorized Person of the Bidder with seal.

Date:.....
Place:.....
Contact No. : .....
Email ID:.....

ANNEXURE–V

FINANCIAL BID

A. Price Schedule for Indigenous Goods

S. No.	Name of the item (as per Schedule of Requirement)	Make & Model	HSN Code	Quantity	Unit Name	Basic Price perunit (in Rs.)	% of GST (Amount in figures on Column (7)	Other Expenditure (if any) on Column (7) (in Rs.)	Per Unit Total Price inclusive of all on F.O.R. destination basis (in Rs.)	Total Cost (5 x10 =11)
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*
1	LAPAROSCOPIC SET			01 No.						

Name(s) & Signature of Authorized person with seal of the Firm

Date.....
Place.....

1. The Rates should be quoted inclusive of all taxes; viz. Freight, Packing, Forwarding, Insurance, Transportation, Octroi, **5 Years** Onsite Warranty inclusive of spares & Labour, applicable GST up to the F.O.R AIIA , DELHI basis. The accessories required for Equipment operational at the AIIA DELHI site needs to be supplied on free of cost by the Bidder Agency
2. The Tenderer will be fully responsible for the safe arrival of the Equipment/Goods at the named port of entry to consignee site in good condition as per terms of CIP as per INCOTERMS, if applicable
3. The charges for 6th to 10th year CMC after 5 Year free of cost warranty shall be quoted separately in the given Format at **"Annexure-VI"** .
4. The free of cost consumables (if any required) for 3 months period for make operational equipment at AIIA DELHI site needs to be supplied with orderedequipment.
5. The Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIA DELHI basis. The AIIA DELHI will release payment claim against acceptedsupply after deductions of TDS as per prevailing Tax Rules and LD (if any) as per the Terms & Condition mentioned in the Tender.
6. To determine L1 rates, conversion rate of foreign currency to Indian rupees will be taken as prevailing on the date of opening of financial bid.
7. **L1 will be decided on total cost of the each Equipment plus Cumulative total of CMC charges (for 5 years after expiry of warranty/guarantee period) andindigenous goods.**

Signature of Tenderer _____
Name_____
Business Address_____
Place:_____
Date: _____

Signature of Bidder _____ **Seal of the Bidder**_____

ANNEXURE–VI

CMC CHARGES

The Rates should be quoted in round figures and percentage (%) of the total cost quoted by the bidderof the main equipment.

Tender Item No.	*Name of the Equipment*	*Rates of CMC (CMC after 5 year warranty period)*					*TotalCMC Cost for 5 Years*	*TAXES (IF ANY)*	*Total CMC Cost for 5 Years including Taxes*
		6thyr	7thyr	8thyr	9thyr	10thyr			
1	**LAPAROSCOPIC SET**								
	Total								

Name(s) & Signature of the Bidder with rubber seal(s)Name of the Firm .....

Date.....Place.....

ANNEXURE–VII

RATES FOR SPARES / CONSUMABLES / OPTIONAL ACCESSORIES (If Any)

Tender Ite m No.	*Name of theitem (as per the Tender Schedule of RequirementChapter-IV)*	*NAME OF THE CONSUMABLE / SPARE / OPTIONAL ACCESSORIES*	*UNIT*	*PRICE (IN Rs.) PER PIECE OR PER UNIT/TEST (IN FIGURE)*	*PRICE (IN Rs.) PER PIECE OR PER UNIT/TEST (IN WORDS)*	**TAXES& Other Expenditure IF ANY*
1	LAPAROSCOPIC SET		01No.			

1. The rates should be inclusive of everything viz. freight chargers, packing charges, Transportation and Octroi etc. but exclusive of GST.
2. *The rates of current GST chargeable may, however, be given in percentage separately. Non indication would denote nothing would be charged as GST.
3. The Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIA, DELHI basis.

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the Firm .....Date.....Place.....

Annexure-VIII

FINANCIAL BID DOCUMENT CHECKLIST (MANDATORYDOCUMENTS NEEDS TO BE SUBMITTED IN A SEALED ENVELOPE)

(signed copy of following Financial Bid Documents IS TO BE SUBMIT)

S. No.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO	REMARK
(1)	Rates for the main equipment/items should be quoted in the givenformat **"Annexure V"**, the and free of Cost Consumables for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the AIIA DELHI site needs to be supplied on free of cost by the Bidder Agency. All quoted rates should be inclusive of freight charges, packing charges, forwarding & insurance Charges, Transportation, **5 Years** Onsite Warranty inclusive of all spares & Labour, GST etc. and free of Cost Consumables for **three months period** is required to be supplied by the Tenderer with Equipment for make it operational at the AIIA DELHI site including all required accessories and in-situ works (like civil, plumbing & mechanical works etc.) in case of Equipment supply which needs consumables/such kind of in-situ works for their day to day smooth functioning at respective location in the user department at AIIA, DELHI site.			
(2)	The firm shall quote for CMC charges for the next **5** years after expiry ofthe comprehensive warranty period of 5 years in the "**Annexure-VI"** foreach Equipment/item (on which the Warranty/Guarantee applicable).			
(3)	Rates for regularly required consumables / spares / optional accessories Should be quoted in given format "**Annexure VII"** separately.			
(4)	The rates should be quoted in Indian Rupees in figure as well as in words. only.			

*Note (√) in applicable column.

[For office use only] Bid is Accepted/ rejected

Signature---------- Signature---------- Signature-------

With name & date with name & date with name & date

ANNEXURE–IX

TERMS & CONDITIONS OF SUPPLY ORDER'S

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ Equipment demonstrated.
2. The supply should be made between 9.30am to 16.00pm on any of the working day and 9.30am to 12.00pm on Saturday. Part supply will be entertained only in exceptional cases with prior approval of competent authority. However, in case due to any reason part supply has been madethe payment will be made only after the completion of complete supply.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on the bill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in thename of the Stores Officer in respective stores.
5. The bill should be in printed form having printed bill number, TIN/GST Registration Number aswell as D.L. No. (Whereas applicable).
6. Supply period will be as per clause no. 1 & 23 of General Terms & Conditions.
7. The Director, All India Institute of Ayurveda, DELHI (India) reserves the right to extend thedelivery period subject to imposition of a penalty of 0.50% per week delayed supply.
8. All rejected stores shall be at the risk of the supplier and must be removed immediately.
9. Guarantee/Warranty Certificate must be provided, at the time of supply.
10. *In case it is a computer-generated bill, it must have the seal of the firm affixed on it.*

ANNEXURE–X

MANUFACTURER AUTHORIZATION FORM

To, TheDirector AIIA, DELHI
GAUTAM PURI SARITA VIHAR , 110076 INDIA

Dear Madam,

Ref. Your Tender document No._____, dated_____

We,_____Who

Are proven and reputable manufacturers of

_____

(*name and description of Equipment/ Stores offered in the tender*) having factories at

_____, hereby authorize M/s_____(*name and address of the*agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender t e n d e r w h i c h a r e manufactured by us.

2) 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 tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Enquiry documents for the above Equipment/Stores manufactured by us.

3) We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of Spares parts for the period of 10 years for supplied equipment to AIIA DELHI.

4) We also confirm that the rate quoted by our authorized agent shall not exceed the rate whichwe would have quoted on direct participation.

Yours faithfully,

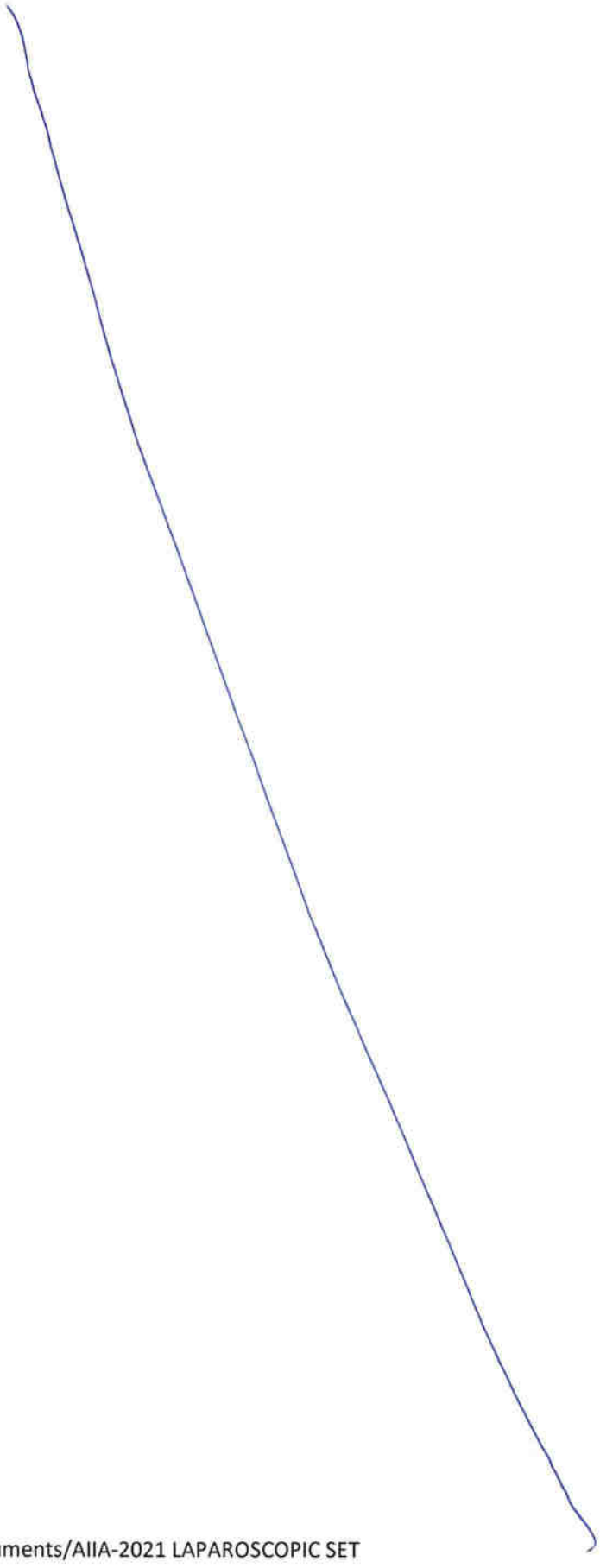
[Signature *with date, name and designation*] for and on behalf of M/s

_____

_____ *[Name & address of the manufacturers]*

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter's scanned copy may be uploaded and handed over as and when directed.
3. We also undertake to provide all up dates (at our own) of the equipment free of costduring the warranty /guarantee period along with spare parts.



ANNEXURE – XI

Bid Security Declaration by the Bidder

I/We,M/s_____ hereby undertake and accept that if I/We withdraw or modify my/our Bids during the period of validity, or if I/We am/are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We_____ Shall have no objection if I/We am/are suspended for the two Years from being eligible to submit Bids for contracts with All India Institute of Ayurveda New Delhi.

Seal, Name & Address of the bidder/authorized person

Telephone No. & Email ID

ANNEXURE–XII

PERFORMANCE/CMC SECURITY BANK GUARANTEE FORMAT

To,
The Director
ALL INDIA INSTITUTE OF AYURVEDA (AIIA) GAUTAM PURI SARITA VIHAR, DELHI-110076 INDIA

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contractno _____dated_____to supply (Equipment/Stores and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shallfurnish you with a bank guarantee from nationalized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalfof the supplier, up to a total of. (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 shall be valid up to **63 (Sixty Three) months** from the date of satisfactory installation of the Equipment/Stores in the User Department at AIIA DELHI i.e. up to ---------
.....(indicate 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 theissuing Branch, including Telephone No. & Email ID

ANNEXURE–XIII

ANNUAL RATE CONTRACT AGREEMENT FORMAT

(Form for Entering into Rate Contract with the Qualified Tenderer on Non- Judicial Stamp Paper worth of Rs.100/-)

This agreement is made at DELHI on the day of Two Thousand Nineteen between Director, AIIA DELHI acting through, ALL INDIA INSTITUTE OF AYURVEDA (AIIA) DELHI, GAUTAM PURI SARITA VIHAR, DELHI- 110076 (hereinafter called 'AIIA DELHI' which expression shall, unless repugnant to the context or meaning there of be deemed to mean and include its successors, legal representatives and assigns) ofthe First Part.

AND

M/s..... (Hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors -in- interest assigns etc.) Of the Second Part.

WHEREAS the 'AIIA DELHI' is desirous to engage the 'Agency' for Supply of approved ..... in response to Purchaser's Tender ID No..... and subsequent Amendment/Corrigendum/NOA (if any issued) to AIIADELHI as per the terms and conditions stated below: -

1. Brief particulars of the Equipment/Stores/Goods/Items, which rates are approved and accepted by the AIIA DELHI (First Party) and shall be supplied/ provided by the supplier Agency (Second Party) is as under:

   (i) Brief particulars of the Equipment/Store/Goods/Items and services which shall besupplied/ provided by the supplier are as under:

Tender Item No.	Name and Brief description of Item, make, model, country of Origin and Standard Accessories offered with main Equipment	Unit	Approved Unit Price (Rs.)	Terms of delivery (FOR)
1	**LAPAROSCOPIC SET**	**01 No.**		

Any other additional services (if applicable) and cost there of ..... total value (in figure) ..... (In words) .....

Above quoted unit prices of Second Party is inclusive of all Taxes/Statutory Expenses, **5 Years** on-site Warranty including of all Spares & Labour, required for make the supplied equipmentfunctional at AIIA DELHI, GAUTAM PURI SARITA VIHAR, DELHI-110076 in the respective user Department has been accepted with response to the referenced Tender on Annual Rate Contract basis as per the Terms & Conditions mentioned on the same by the First Party.

(ii) CMC Price for 5 Year Period:-

Tender Item No.	*Name of the Equipment*	*Rates of CMC (CMC after 5 year warranty period)*					*TotalCMC Cost for 5 Years*	*TAXES (IF ANY)*	*TotalCMC Cost for 5 Years*
		6thyr	7thyr	8thYr	9thyr	10thyr			
1	**LAPAROSCOPIC SET**								

2. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIA DELHI (First Party) for above said Equipment/Goods/Stores/Items shall remain valid for initial period for One year subject to extendable for the further period of One year on mutual agreement basis aftercompletion of initial One year period. No claim of Second Party for increase of the above mentioned items rates during the currency of this Rate Contract shall be entertained by First Party.
3. The Second Party is liable and ensure that the supplied Equipment/Goods/Stores/Articles arebrand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk up to F.O.R. to user Department (i.e. where the equipment needs to be installed) at AIIA DELHI. Second Party should arrange replacement of damaged, substandard items on free of cost to AIIA DELHI on immediate basis.

4. The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this Tender) is liable forsupply of regularly required consumables / spares parts / optional accessories for the period of 10years from the Date of Acceptance of Goods by First Party to First Party.

5. The Second Party 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 First Party (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 Second Partyshall be forfeit by First Party.

6. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party 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.

7. The Second Party will not request to First Party for increase in quoted price and change in qualityof product during the validity of Rate Contract period.

8. **Fall Clause:** If at any time during the execution and currency of this Rate Contract, the Second Party or his Manufacture/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 department of AIIA DELHI/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party (i.e. Director, AIIA DELHI/Stores Officer, AIIA DELHI), and thenecessary difference amount about such reduction or sale or offer of sale to the purchaser (First Party) 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 anddeposited to First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to the Government.

9. **Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.) and Penalty for not attending within stipulated downtime period:-**The Second Party liable for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility by First party and if the Second Party will fail to do the same, the Penalty as per Tender General Terms & Condition Vide **Clause "12"** shall be deducted from the pending Bill/Performance Security Deposit of the Second Party by First Party.

10. **5 Years CMC after completion of 5 Years Warranty/Guarantee:** - The Second Party will submit a performance bank guarantee for 3% of the cost of the approved CMC Price before the completion of5 Years On-site Warranty, preferably in last Quarter of 5 Year and after receiving of the CMC Performance Guarantee, First Party in writing communicate to Second party for acceptance of the same and allow them to operate CMC for 5 Years as per the **General Terms & Condition, Vide Clause "13"** of this Tender.

11. **Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply:-** The Second Party is liable for supply, installation, Testing and commissioning the ordered equipment up to F.O.R. at User Department of AIIA DELHI within stipulated given period mentioned on Purchase/Supply Order issued by First Party to Second Party and for delayed supply a penalty of 0.50% of the value of order per week for delayed supply, subject to a maximum of 10% of the total value of the order shall be deducted from the pending Bills/Performance Security Deposit of Second Party by Fist Party. Maximum delay of only 15 days is admissible subject to applicable penalty deduction as per **General Terms & Condition, Vide Clause "21"**.

12. **Inspection of Supplies:-**Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Director, AIIA DELHIand or his authorized representatives in AIIA DELHI premises at designated place as per **General Terms & Condition, Vide Clause "22"**.
13. **Payment: -** Payments will be made only after the completion of the project/supplies/installation, Testing & commissioning of Equipment as per terms and conditions and specification against the respective Tender/supply order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance & demonstration in case of equipment in the concerned user department in good condition against the pre-receipted bills in triplicate along with delivery challans. The CST/Sales Tax/GST/VAT/Excise Duty/Custom Duty/Clearing Charges/Agency Commission and any other Taxes of Statutory bodies should include in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIA DELHI will release Claim Payment after due deduction of applicable TDS on prevailing income Tax rules to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment.
14. **Disputes & 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 blinding on the contracting parties.
15. **Law Governing the Contract and Jurisdiction: -**The contract Governed under Contract Act 1872 so 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.
16. **Performance Security Deposit: -**The Second Party liable to deposit 3% of value of the Contract/Purchase Order as Performance Security Deposit to First Party in favor of "Director, AIIA

DELHI" by way of "Performance Bank Guarantee/Fixed Demand Receipt" from any 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. Performance Security Deposit is liable to be forfeited if the Second Party withdraws or impairs or derogates the Contract 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 Second Party to First Party.

17. <u>Exclusive right to First Party (The Director, AIIA DELHI, India).</u>

The Director, AIIA DELHI, India has the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply at any time without assigning any reason during the currency of this Rate Contract Period.

This Agreement will take effect from_____Day of_____**Two Thousand & Twenty** and shall be valid for **One Year.**

In Witness Whereof both the Parties here to have caused their respective common seals to be here unto affixed / (or have hereunto set their respective hands and seas) the day and year mentioned above in DELHI in the presence of the witness:

For and on behalf of the **'Agency'** Signature of the authorized Official Nameof the Official Stamp/Seal of the **'Agency'** SIGNED, SEALED AND DELIVERED By the Said Name on behalf of the **'Agency'** in presence of Witness 1: Signature:Name & Address Witness 2. SignatureName &Address:		For and on behalf of the **"Director, AIIA DELHI"** Signature of the authorized Officer Nameof the Officer By the saidName on behalf of the "**Director, AIIA DELHI"** in presence of Witness 1: SignatureName & Address Witness 2: SignatureName &Address:

ANNEXURE–XIV

ALL INDIA INSTITUTE OF AYURVEDA DELHI PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)		
PFMS UNIQUE CODE :-		
VENDOR REGISTRATION FORM		
S.No.	**Head Name**	**Details**
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number	
5	GSTIN	
6	Aadhar Number	
7	TAN Number	
8	TIN Number	
9	Service Tax No	
10	Address1	
11	Address2	
12	Address3	
13	City	
14	Country	
15	State	
16	District	
17	Pin Code	
18	Mobile No.	
19	Phone No.	
20	Email ID	
21	Bank Name	
22	IFSC Code	
23	Account Number	
DATE :		
PLACE :		**VENDOR SIGNATURE WITH SEAL**
Department Name:		**Forwarded by HOD/In-charge**
Note:	All related documents also enclosed with this form self-attested	