# ALL INDIA INSTITUTE OF AYURVEDA(AIIA)

**GAUTAMPURI, SARITA VIHAR, Mathura Road, DELHI 110076 (India)**

***Website: www.aiia.gov.in***
***Email:*** *central-store@aiia.gov.in*

**Phone Number 011-26950401**

**Tender No.: M-15/22/2021-AIIA** **Dated: 10th December 2021**

**Tender Documents for procurement of 'MULTI-PARAMETER SKIN ANALYSIS SYSTEM', for All India Institute of Ayurveda (AIIA) - DELHI.**

# All India Institute of Ayurveda(AIIA)

Gautampuri, Sarita Vihar
Mathura Road, New Delhi
Delhi-110076
**Website: www.aiia.gov.in**
**F. No. M-15/22/2021-AIIA**
**Date: 10th December 2021**

## Notice Inviting Tender

**Chapter-I**

The Director, AIIA, Delhi invites tender under two Bid System viz. Technical Bid and Financial Bid from reputed, experienced original manufacturer/authorized distributor of the following equipment. (It should be domestic goods including goods already imported by the supplier under its own arrangements).

2. Description of the item(s) is given below:

| Item No | Name & Description | Quantity | Rate per Unit (in ₹) | Tentative cost (in ₹) | Remarks |
|---|---|---|---|---|---|
| 1 | Multi-Parameter Skin Analysis System | 01 | 50,00,000 | 50,00,000 | - |

For further details please refer **Annexure-I (Technical Specification)**.

**3. SCHEDULE OF TENDER**

| Sl. No. | Activity Description | Schedule | |
|---|---|---|---|
| a. | Tender No. | M-15/22/2021-AIIA dated 10th December 2021 | |
| b. | Availability of Tender Document | The tender document can be downloaded from the AIIA web site http://www.aiia.gov.in or from the procurement portal **http://eprocure.gov.in/epublish/app** | |
| | | **Schedule** | **Time** |
| c. | Document download start date | **10/12/2021** | **18:00 hrs.** |
| d. | Bid submission start date | **10/12/2021** | **18:00 hrs.** |
| e. | Pre-bid meeting | **16/12/2021** | **16:00 hrs.** |
| f. | Seeking clarification end date | **20/12/2021** | **15:30 hrs.** |
| g. | Bid submission end date | **30/12/2021** | **15:00 hrs.** |
| h. | Bid opening date | **30/12/2021** | **16:00 hrs.** |
| i. | Minimum Validity of tender offer | 120 days from the date of opening of technical bid | |
| j. | Services/Product to be offered | Multi-Parameter Skin Analysis System | |
| k. | Tender Document fee | **NIL** | |
| l. | Performance Security | **3%** of the bid amount after award of contract. | |

4. **Submission of Tenders:** The bid along with the necessary documents should be dropped in the Tender Box placed in the reception area of the All India Institute of Ayurveda (AIIA) on any working day/working hours and up to stipulated date and time. The bid document should be under two bid system (i) Technical Bid and (ii) Financial Bid, i.e. technical bid and financial bid should be in two different envelop which be placed in a bigger envelop.

5. **Clarification on bid documents:** Clarification on bid document may be sought by the bidders as per prescribed schedule over email address central-store@aiia.gov.in.

6. **Amendments:** Any amendments/corrigendum related to bid document, for any reason whether in its own initiative or in response to clarification requested by bidders, will be published on website of Institute and on CPPP only. Bidders should check these amendments regularly. AIIA shall not be responsible to notify such amendments/corrigendum to individual bidders.

**7. All India Institute of Ayurveda (AIIA) reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all Bids without assigning any reason. The decision of the Director, AIIA in this regard shall be final and binding on all.**

Digitally Signed by Umesh Tagade
Date: 10-12-2021 16:34:00
Reason: Approved

**(Dr. Umesh Tagade)**
**Joint Director (Admin)**

## Chapter- II

## Instructions for Bidders

1. Tender has been invited under two bid systems. Hence all instruction should be followed properly as mentioned in bid document.

2. All envelops should be super-scribed **"Technical Bid for Multi-Parameter Skin Analysis System" / "Financial Bid for Multi-Parameter Skin Analysis System"** as the case may be.

3. All the annexure/declaration and tender documents should be signed by bidders. If these are signed by a representative, an authorization letter issued after tender publishing dated must be attached. **Tender submitted in loose sheet/unsigned shall not be considered.**

4. The pages of tender document to be submitted by bidder should be properly number and an index with proper page number should be attached with the tender document.

5. Rates quoted in respect of tender should be typed only. **Any cutting, overwriting shall not be considered.**

6. The bidder shall quote rates in Indian Rupees (INR). Rates quoted in other currency shall be treated as non- responsive and will be rejected.

7. Only technically qualified bidders will be considered for financial evaluation. Financial bid opening date and time will be intimated to technically qualified bidders only.

8. 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 office.**

9**.** It is responsibility of bidders to ensure timely submission of bids as per given schedule and must be dropped in Tender Box. Bids received after due date will not considered.

10. In event of the above-mentioned date being declared as holiday/closed day for the AIIA, the tender event will be postponed for the next working day.

11. Price Preference Policy and Exemption for submission of various eligibility criteria documents to the Bidder registered under Make in India Initiative:- The bidders who are registered under **Make in India** Initiative and producing their products under the **"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 for availing the price preference and exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the certificate is not uploaded along with their offer, it will be treated as normal bidder. Producing certificate at later stage will not be considered.

12. Bidders are advised to go through the Make In India initiative and Price Preference Policy before opting the same for availing benefit under this initiative.

13. It should 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) Orderno.P-45021/2/2017-PP (BE-II) dated 04.06.2020 and all other relevant orders issued by the Government of India from time-to-time.

(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. 25.00 Lakh, the 'Class-I local supplier/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company in the case of companies) or from 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-2017along with such other actions as may be permissible under law**.**

## Chapter-III

## General Terms and Conditions

**1.** Tenders should be quoted only by the OEM/actual manufacturer and/or their authorized distributors or selling agent of a particular firm. Bidder should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at **"Annexure-III".** 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. **Any authorization certificate issued in the past for participating in any specific tender shall not be considered as a valid authorization by OEM.**

**2.** **Bidders will be required to arrange a demonstration of the offered equipment, if desire by the technical specification committee.** Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.

**3.** The model of the equipment offered should not be obsolete/out of production for next 5 years after expiring of guarantee/warranty period.

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

**5.** **Country of Origin**

**i.** All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

**ii.** The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

**iii.** The country of origin may be specified in the Price Schedule.

**iv.** **Bidders may ensure the compliance and guidelines mentioned in Office Memorandum no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance and a declaration as per above O.M. must be furnished.**

**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, GAUTAMPURI, 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 in the format given at "**Annexure-IV**" failing which quotation will not be considered.

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

**10.** **Tender Prices**

i. The Bidder 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 in as required.

ii. If there is more than one schedule in the Schedule of Requirements, the Bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the Bidder 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 corresponding price 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 in India if the contract is awarded;

**c.** Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading and other local costs etc incidental to delivery of the goods to their final destination will bear by Bidder;

**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 Specifications and Price Schedule.

**f.** The Rate quoted for a product or services should be including all taxes. No additional charge/tax etc will be paid by AIIA, if claimed by Supplier at later stage.

**g.** Rates quoted will remain valid and fixed for entire bid validity period and/or for extended period. Bidder will not be allowed the change/modify rates during bid validity period.

**h.** Rate quoted should be unit wise and rate cannot be quoted beyond Maximum Retail Price (MRP).

**i.** The price of annual CMC, as mentioned in Schedule of Requirement, Technical Specification and Price Schedule **(Wherever applicable)**.

**Additional information and instruction on Duties and Taxes:**

**11.** **(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 will issue the certificate to the supplier within a week positively from the date of receipt of request from the supplier. However, if a local body still

insists upon payment of receipt of such duties and taxes, the same shall be borne by the supplier. The institute will not be responsible for any such payments/reimbursement etc.

**(b)Goods and Services Tax (GST) as per GST Act 2017:** If a Bidder asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately in their GST Compliant Invoices. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser

**(c)**The need for indication of all such price components by the Bidders, 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 Bidder on any of the terms offered.

**12. Warranty on stamp paper for 63 months**

**I.** Bidder have to 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 will have to 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 and also they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span of the equipment, if and when required on agreed price.

**III.** Guarantee/warranty to the effect that before going out of production of spare parts, the manufacturer and/or Bidders 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 in corporate all recent improvements and design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the Equipment/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.

- 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 undertaken 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 basis respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ Equipment / Stores after providing their

replacements and no claim, what so ever shall lie on the purchaser for such replaced Parts/Equipment/Stores thereafter. Non-replacement will attract appropriate penalty including forfeiture of performance security on repetition of such misconduct.

**VII.** The Bidder 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 hereof and the Bidder 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. Bidder should state categorically whether they have fully trained technical staff or installation/commissioning of the equipment and efficient after sales services.

b. It is specifically required that the Bidder/Supplier 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 24X7 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/CMC 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 Five 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 of 3% the cost of the Purchase Order for the period of warranty /CMC plus 3 months indemnifying the hospital against all losses incurred by the hospital during the warranty/maintenance period in the format given at **"Annexure-VI**". 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-V"** for each Equipment/item (on which the Warranty/Guarantee applicable). The price quoted for CMC will be considered along with price of required Instruments/equipment in financial bid.

**14.** The bidder should quote rates of optional accessories/consumables/spares as per **Annexure-IV** and the rate should be valid till the validity of the contract.

**15.** Bidders are required to quote strictly as per specification of the equipment. If, deviation from specification, it must be brought out clearly giving deviation statement in **Annexure-VII**.

**16.** Additional features (in case of equipment), if any, should be listed separately in the offer. However, technical and financial evaluation will be done as per the specification mention at **Annexure-I**.

**17.** The bidder should submit an undertaking for acceptance of Terms & Conditions at **Annexure-VIII**

including 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.** **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 each of the 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.

**19.** **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 the purchaser and the price payable under the contract for the stores supplied after the date of coming in to 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 in to account the performance of manufacturer/authorized dealer or distributor / bidder and they should submit a latest performance certificate (not older than previous financial year 2020-21) from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.

**21.** **Terms of Delivery of Products, Penalty/Liquidation Damage:**

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 (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 the 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/gravity of the case.

III. The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty of 1% of the value of order per week for delayed supply of the order. Maximum delay of 3 weeks i.e. 21 Days. No supplies will be entertained thereafter, and it will be treated as withdrawal by the bidder for which action will be taken as per the bid security declaration and other relevant rules/guidelines issue by Government in this regard. Part supplies will not be accepted / allowed at AIIA DELHI.

**22.** **INSPECTION OF SUPPLIES & ACCEPTANCE:**

Inspection will be done by the duly a Committee constituted by Director, AIIA, Delhi and or its authorized representatives in AIIA DELHI Hospital premises at designated place in presentence of supplier or its representative. Any cost incurred for carry out the inspection/testing etc, shall be borne by Supplier Agency. **The supplied goods will be accepted by Institute on approval of the Committee.**

**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 other needed engineering works etc required for the completion of the installation.
c) Training of Consignee's Doctors, Staff, operator 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 by registered post/ speed post/courier(or as instructed in the contract):

i. Three copies of supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
ii. Two copies of packing listed 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 any other 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 three 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 good condition and upon the submission of the following documents subject to recovery of LD, if any:

1. Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount
2. Two copies of packing list identifying contents of each package

3. Inspection certificate, if any
4. Insurance Certificate, if any
5. Certificate of origin for imported goods
6. Consignee Receipt Certificate in original issued by the authorized User Department representatives / Concerned Stores Representative of the consignee.

**(b) On Acceptance (Preferably within 45 days 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 of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation; commissioning and acceptance of equipment by the consignee within the price quoted in the price Schedule and approved by AIIA, DELHI means AIIA DELHI will not pay any extra amount for any work beyond the approved prices to any bidder.

**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 Years CMC Value as per contract in the prescribed format given at **"Annexure-V"**

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 rates as notified from time to time by the Government.

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 forth with.

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/goods 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 on the stamp paper of appropriate value.

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 the consignee about non-receipt, shortage or defects in the goods supplied. I/ We .. …. …… …… … agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

**27. OTHERS:**

Technical Evaluation Committee/Procurement Committee and other committees as constituted by the Competent Authority will decide regarding approval of Items, Rates and Quantities required to be procured (increase/ decrease in either side as indicated at **Annexure-I)** for different categories of Equipment /items as per requirement of AIIA, DELHI. Decision of the Director, AIIA will be final and binding to all parties.

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

**29. BAR-CODING OF ITEMS:**

Each item (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 maybe referred (Optional) (whereas applicable).

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

**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, look outs 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 issued in this regard from time to time. 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 be 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-VI** in the form of Fixed Deposit Receipt" from Scheduled Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5years 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 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% Security Deposit of total CMC cost of Equipment shall require to be deposited by the Bidder to AIIA, DELHI in the format given at "**Annexure-VI**".

**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. UNDER PAYMENT 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. SERVICE SUPPORT AND REDRESSEAL OF COMPLAINT:** All Bidders have to provide a dedicated/Toll free No. for service support and an Escalation Matrix along with Name, Designation and Mobile number of contact person.

**38. SUBMISSION OF MORE THAN ONE OFFER:** If any bidder is participating in this tender through more than one offer in the capacity of Director/ Proprietor/Partnership in other firms. They have to submit a declaration to this effect for bringing it to the notice of Institute.

**39. BID EVALUATION CRITERIA:**

(i) All the bidder shall be primarily evaluated on pre-qualification criterion viz having submitted all relevant documents, fulfilling statutory obligations/compliance, Experience, Turnover etc.

(ii) Bidders fulfilling PQC conditions will be evaluated on technical parameters.

(iii) Technically qualified bidders will be considered for financial evaluation.

(iv) Financial Evaluation will be done on the basis of rate quoted for item along with 5 year onsite warranty and cumulative rate for 5 years extended (i.e. $6^{th}$ to $10^{th}$ Year) warranty/CMC. Price quoted shall be considered final including all taxes/charges etc. as indicated in Bid document.

(v) For the supply of Spares/ Consumables/Optional Accessories, if any, the selected bidder (L1) shall be bound to supply these items on the lowest rate quoted by any of technically qualified bidder.

**40. EXCLUSIVE RIGHT:**

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.

## Chapter-IV

## 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 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
   ii. 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. The bidders registered under MSME will be exempted from the submission of 'Turnover' and previous experience document, as per Government's guidelines. Bidders claiming the exemption should have submit relevant documents along with their offer. Any claim at later stage will not be entertained.

7. **Experience and Past Performance:**

**(a)** The bidder should have manufactured and supplied/erected/commissioned "**Multi-Parameter Skin Analysis System**" with the same or higher specifications as mentioned at **Annexure-I** during last three years, ending 31st March of the previous financial year 2020-21and;

**(b)** The bidder should have manufactured and supplied/erected/commissioned at least one number of "**Multi-Parameter Skin Analysis System"** in at least one of the last five years ending on 31st March of the previous financial year 2020-21, and out of which

**(c)** At least one number of offered version/model of "**Multi-Parameter Skin Analysis System" should be in successful operation for at least two years on the date of bid opening.**

**Criteria 2 - Capability- Equipment & manufacturing Facilities:**

'The bidder' must have an annual capacity to manufacture and supply (erected/commissioned) at least one.

*Note: In case of multiple products in a tender, this criterion shall be applicable product wise. For example, in case of printing Paper of different specifications/sizes, it shall be applicable to quantity of paper manufactured and supplied specification/size wise*.

**Criteria 3 - Financial Standing - under all conditions**

**a)** The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March of the previous financial year 2020-21, should be at ₹5 Lakh as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

**b)** Bidder Firm (manufacturer or principal of authorized representative) should not have suffered any financial loss for more than one year during the last three years, ending on 31stMarch of the previous financial year 2020-21.

**c)** The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on 31st March of the previous financial year 2020-21 and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 31stMarch of the previous financial year 2020-21.

**Note:** *In case of Indian Bidders/Companies (manufacturer or principal of authorized representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.*

**Applicability in Special Cases:**

**d)** Applicability to 'Make in India: Bidders (manufacturer or principal of authorized representative) who have a valid/approved ongoing 'Make in India' agreement/program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

(i) Their foreign 'Make-in-India' associates meet all the criteria above without exemption, and

(ii) The Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.

(iii) The bidder (manufacturer or principal of authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

**e)** Authorized Representatives: Bids of bidders quoting as authorized representative of a

**Principal manufacturer would also be considered to be qualified, provided:**

(i) Their principal manufacturer meets all the criteria above without exemption, and 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

(ii) 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 31stMarch of the previous financial year 2020-21.

**f)** Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be

clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

**g)** Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

**h) Supporting documents submitted by the bidder must be certified as follows:**

(i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

(ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number. 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.

8. Signed copy of duly filled-in PFMS Form of AIIA, DELHI in the format given at **Annexure-IX**.

**Annexure-I**

## Specification for Multi-Parameter Skin Analysis System

**1.** High resolution ultrasound with Ultrasound probe, TEWL Probe, Hydration Probe, Elasticity Probe, Skin Temperature Probe, Skin pH Probe, Skin Color Probe, VideoScope Probe, Sebum strip Reader useful for TEWL, elasticity, hydration, sebum, pH, temperature, video scope as well as skin color (melanin and erythema).

**2.** Instant and automatic assessment of collagen level and dermal thickness, low echogenic band, Instant assessment of the water binding capacity in the stratum corneum, Quick and objective assessment of oiliness.

**3.** Subcutaneous Ultrasound Probe with 10-12 MHz Frequency: 10 MHz, focused ultrasound.

**4.** Resolution should be 100 x 1000 micrometer (axillary & lateral).

**5.** It should be rotating single element transducer with Center frequency 15 MHz, band-width 5-35 MHz, focal distance 13 mm

**6.** Scan: Length 17.6 mm, max penetration 3.37 mm, Gain-range: Adjustable +/-10 dB with large image resolution of 60 µm x 200 µm (axial x lateral)

**7.** Measurements should be B-mode Ultrasound skin imaging with measurements of skin density and thickness, Instant assessment of collagen level and dermal thickness, low echogenic band (LEB).

**8.** Easy to operate with trainer and manual and automatic measurement options.

**9.** Hydration Probe should be Conductance Hydration: 0-9999 S (1 S resolution) with Spring loaded action triggers/stops measurement with Options: Flat faced or pin electrodes.

**10.** Calibration: Calibration checker should be available with Instant assessment of the water binding capacity in the stratum corneum, pin-probe design facilitates dry skin and scalp applications and minimises water accumulation under the electrodes.

**11.** Elasticity Probe Principle: Measurement of air pressure-induced skin elevation and subsequent retraction time, with Settings: Adjustable pressure and skin thickness (in mm).

**12.** Measurements: Young's Modulus, Retraction Time, and Viscoelasticity with probe dia of 8-10mm.

**13.** Possible to measure an average of several elevation/retraction cycles of Measurements on soft, normal, and firm skin.

**14.** Skin Temperature Probe should be non-contact infrared sensor for skin surface temperature range: 8 - 55 ·c and Resolution: 0.1 ·c with Display Mode: Degree Celsius or degree Fahrenheit.

**15.** Skin pH Probe should be standard gel-filled surface type probe Fast response time, Range: 1.00-15.00 pH.

**16.** Skin Color Probe should be 2 x 18 color sensor elements, Light Source: 2 x high intensity white LED, with Measurement area: 38.5 mm and capable to capture pigmentation (melanin): 0.0- 99.9.

**17.** The system should have world-wide installation, acceptance and recognition in published research papers globally. Performance certificates/testimonials should be provided from the users using the system in India/abroad.

**18.** Proper Demonstrations to be carried out before finalizing and demonstration will be given weightage for further process of Tender.

**19.** CMC & AMC charges should be included in total and no extra amount will be charged for the said. But this amount will be paid only after providing the actual services as and when required.

**20.** Onsite training from the company experts should be provided for 7-10 days as & when required.

**21.** Certification of compliance with European and North American safety and EMC standards.

**22.** Quality, Safety and Documents Necessary safety certification like ISO/I EC/FDA/BIS required for class I device and necessary international certifications for human use.

- CE/FDA/IEC & ISO certificates must be provided.
- Should comply with environmental safety standards such as RoHS
- IEC 60601 1-1 & ISO 9001-2008 certified and making them safe for use with human subjects
- Company should have sole representative in India for sales and after sale support.
- Company should be able to provide telephonic or online support whenever required

**Note:** *The above specification is minimum requirement to be eligible in Technical Evaluation and any lower version of the equipment/instrument below above specification will not be accepted.*

**Annexure-II**

# 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 failed 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/Authorised person

Telephone No. & Email ID

**Annexure-III**

**MANUFACTURERAUTHORIZATIONFORM**

***(on the letterhead of the Manufacturer)***

To,
The Director
All India Institute of Ayurveda,
Gautampuri Sarita Vihar,
New Delhi - 110076

Madam,

Ref. Your Tender document No._____ dated_____

We,_____Who are proven and reputable manufacturers/fabricator of 'Advance Cardiac Life Support Ambulance' 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 which are 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 which we would have quoted on direct participation.

5) We also undertake to provide all updates (at our own) of the equipment free of cost during the warranty/guarantee period along with spare parts.

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.*

**Annexure-IV**

**Rates for Spares / Consumables / Optional Accessories (If Any)**

| Sl. No. | Name of the Consumable/ Spare/ Optional Accessories | Life Cycle | Per Unit Price (In ₹) including all taxes |
|---|---|---|---|
| | | | |
| | | | |

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

Name of the Firm……Date……Place…….

**Annexure-V**

## FINANCIAL BID

### A. Price Schedule for Indigenous Goods

| Sl. No. | Name of the item (as per Schedule of Requirement) | Make & Model | HSN Code | Quantity | Unit Name | Basic Price per unit (in ₹) | % of GST (Amount in figures on Column (7) | Other Expenditure (if any) on Column (7) (in ₹) | Per Unit Total Price inclusive of all on F.O.R. destination basis (in ₹) | Total Cost (Column 5 x Column 10) |
|---|---|---|---|---|---|---|---|---|---|---|
| *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* | *9* | *10* | *11* |
| | | | | | | | | | | |

### B. CMC Charges(Wherever applicable)

| Sl. N0. | Name of the Equipment | Rates of CMC (CMC after 5 year warranty period) | | | | | Total CMC Cost for 5 Years | Taxes (if any) | Total CMC Cost for 5 Years including Taxes |
|---|---|---|---|---|---|---|---|---|---|
| | | $6^{th}$ *yr* | $7^{th}$ *yr* | $8^{th}$ *yr* | $9^{th}$ yr | $10^{th}$ *yr* | | | |
| | | | | | | | | | |

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

Date……

Place……..

**Note:**

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 upto 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 free of cost consumables (if any required) for 3 months period for make operational equipment at AIIA DELHI site needs to be supplied with ordered equipment.
4. 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 accepted supply after deductions of TDS as per prevailing Tax Rules and LD (If any) as per the Terms & Condition mentioned in the Tender.
5. 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) and indigenous goods.

**Annexure-VI**

# PERFORMANCE/CMC SECURITY BANK GUARANTEE FORMAT

***(on the letterhead of the Manufacturer)***

**To,**

The Director
All India Institute of Ayurveda,
Gautampuri, Sarita Vihar,
New Delhi - 110076

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no. _____dated_____to supply (Equipment/Stores and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee 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 behalf of 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. upto---------

.....(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 the issuing Branch, including Telephone No. & Email ID

**Annexure-VII**

## TECHNICAL BID

*(signed technical bid documents)*

| Sl. No. | Name of the item (as per the Tender Schedule of Requirement **Annex-I**) | Make &Model Quoted | Indian/ Imported /Country of Origin | Catalogue/ Technical details submitted Yes/No | Demons-tration Yes/No | Deviation to specification, if any With reason |
|---|---|---|---|---|---|---|
| | | | | | | |

**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-VIII**

## UNDERTAKING

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

## For Compliance of al l Terms & Conditions mentioned in this Tender Document

**1.** The undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/user valid and binding on me/us for acceptance till the validity of tender.

**2.** **I/We undersigned hereby bind myself/ ourselves to** ALL INDIA INSTITUTE OF AYURVEDA DELHI, GAUTAMPURI SARITA VIHAR, DELHI-110076 **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 in the format at **Annexure-VI** 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 months **(i.e. for 63 months).**

**5.** Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent in convenience.

**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, AIIADELHI will be valid for one year from the date of approval of the rate contract in the format given in **Annexure-V** or till extended as mutually agreed upon. I/we undertake to supply the equipment/stores will be **as per the 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 then necessary action can be taken by the Director, AIIA, DELHI.

**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.institutionsinIndiaforthesameitemsduringthecurrentFinancialYear.

**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/ Troubleshooting/ 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 **Annexure-I, Technical Specification of Equipment** for ensuring optimum operation of equipment at the 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 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.

**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 be 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, 2017against 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.

**26.** I/We do solemnly pledge and affirm that I/We am/are the proprietor/partner/authorized signatory of M/s.…… and my/our 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/our firm.

**27.** I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I/We 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.

**28.** 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 I/we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to AIIA, DELHI as per the provisions of GST Act, 2017. I/We will also liable for passing of all the cost reduction benefits (if any) on account of CDEC provided by AIIA DELHI on Custom Duty part. If any time AIIA DELHI will get the information that we have supplied items on higher prices in comparison to other institutes based on 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.

**29.** 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,
Name of Authorized Person of the Bidder with seal.

Date:……..……
Place:……..

**Affirmation/Verification**

**Annexure-IX**

| **ALL INDIA INSTITUTE OF AYURVEDA DELHI**<br>**PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)** | | |
|---|---|---|
| **PFMS UNIQUE CODE:** | | |
| **VENDOR REGISTRATION FORM** | | |
| **Sl. 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 self-attested documents also enclosed with this form* | |