



ALL INDIA INSTITUTE OF AYURVEDA(AIIA)

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

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Phone Number 011-26950401(Ext. 2206/1301)

Tender No.: K-50/16/2024-AIIA

Dated: 30.04.2024

Expression of Interest for "Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR) at AIIA. New Delhi, ITS SATELLITE CENTRE AIIA, GOA AND ITS OTHER CENTRES AT SAFDARJUNG, AIIMS JHAJJHAR, LBSNAA MUSSORIE, SUPREME COURT OF INDIA ETC"

Chapter-I

Notice Inviting Tender

The All India Institute of Ayurveda (AIIA) New Delhi is an autonomous organization under the aegis of Ministry of AYUSH Government of India. It is a 200-bed referral hospital and also imparts post graduate, doctoral, post-doctoral and super-specialty programme in major streams of Ayurveda. The organization has broadly two Wings – Hospital and Academic Wings. The Hospital Wing has various Units like Registration, OPD, IPD, Laboratory, Pharmacy, Radiology, OT etc. The Academic Wing comprises Administration, Library, Conference/Class Rooms, Rooms of senior faculty members etc. AIIA has satellite institute at Goa. It has other centers at Safdarjung Hospital, New Delhi, Supreme Court of India, New Delhi, AIIMS Jhajjar and LBSNAA Mussorie.

The Director, AIIA, Delhi invites tender under two Bid System viz. Technical Bid and Financial Bid from reputed HIMS /EMR Provider which have the Government experience and capabilities in the field of Solutions provider, Both the envelopes should be placed in a bigger envelope super-scribed with Technical and Financial Bid for “Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR)”.

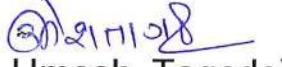
2. Description of the item(s) is given below:

Sl. No.	Item description	Required Quantity/work scope	Estimated Cost (in ₹)
1.	Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR).	As given in Chapter-IV	Rs 45 Lakh only

3. SCHEDULE OF TENDER

Sl. No.	Activity Description	Schedule	
a.	Tender No.		
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	30.04.2024	18:30 hrs
d.	Seeking clarification end date	03.05.2024	15:00 hrs
e.	Pre-bid meeting	06.05.2024	15:00 hrs
f.	Bid submission start date	07.05.2024	10:00 hrs
g.	Bid submission end date	21.05.2024	15:00 hrs
h.	Technical Bid opening date	21.05.2024	15:30 hrs
i.	Minimum Validity of tender offer	365 days from the date of opening of technical bid	
j.	Services/Product to be offered	Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR).	
k.	Tender Document fee	NIL	
l.	Performance Security	5% of the bid amount after award of contract.	
m.	EMD	3% of the bid amount.	

4. **Submission of Tenders:** The bid along with the necessary documents should be dropped in the Tender Box placed at Central Store, 3rd Floor, Academic Block, 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 envelopes which be placed in a bigger envelope.**
5. **Clarification on bid documents:** Clarification on bid document may be sought by the bidders as per prescribed schedule over email address central-store@aiaa.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.**


(Dr. Umesh Tagade)
Joint Director(admin)

Chapter-II

Instructions for Bidders

1. The bidders must complete the entire installation and setting up/upgradation of HIMS/EMR Solutions within the given items and hand over to the Institute within contract period.
2. Tender has been invited under two bid systems. Hence all instruction should be followed properly as mentioned in bid document.
All envelopes should be super-scribe as **“Technical Bid for Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR) at AIIA, New Delhi, ITS SATELLITE CENTRE AIIA, GOA AND ITS OTHER CENTRES AT SAFDARJUNG, AIIMS JHAJJHAR, LBSNAA MUSSORIE, SUPREME COURT OF INDIA ETC”** as the case may be. Both bids should be kept in a bigger envelop super-scribe with Bid for **“Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR)”**.
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 numbered 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.
- (a) 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) Order no. 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 and subsequent guidelines issued by the Ministry of Electronics & Information Technology. 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 10.00 crore, 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-2017 along with such other actions as may be permissible under law.
13. **Site Visit:** - The interested bidders may visit the proposed site to assess the requirement and better understanding of works proposed and to check the items which are offered under Buyback. The visit must be on working day only between 1100 to 1700 Hrs and expenses of visit shall be borne by bidder only. Preferably before Pre-bid meeting.

Chapter-III

General Terms and Conditions

1. Tenders should be quoted only by the any organization having sufficient experience and expertise. Bidder should have the OEM authorization from the OEM of major devices which are to be used for wi-fi upgradation 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 shall have to submit a detailed proposal and plan regarding execution of works proposed to be carried out, before finalization of technical evaluation of bids as mentioned in this bid. This representation will be before a Committee duly constituted by Competent Authority.**
3. The offered IT devices/equipment should be latest and compatible with the existing IT set-up of the Institute for smooth integration and functioning.
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. **Bidders must have attached affidavit of self-certification regarding local content as prescribed by Central Government/Nodal Ministry for IT solutions etc.**
6. **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.**
7. **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.

8. **Tender currencies:** The Bidder supplying indigenous goods/services or already imported goods/services 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.

9. **Tender Prices**

- i. 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.
- ii. 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:
- Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;
 - The price of Incidental Services, as mentioned in Schedule of Requirement and Price Schedule;
 - The prices of Site Modification Work (if any), as mentioned in Schedule of Requirement, Technical Specifications and Price Schedule.
 - 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.
 - 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.
 - Rate quoted should be unit wise and rate cannot be quoted beyond Maximum Retail Price(MRP).
 - 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:

10. (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.

11. Warranty for 3 years on equipment/devices/software/solution (to be submitted from OEM on points below)

- I. Bidder have to submit a written guarantee/warranty from the manufacturers stating that the software/solution being offered is the latest model as per the specifications and the spares for software/solution 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 software/solution 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 has to provide warranty comprehensively for 03 years 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 software/solution 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 4 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/ software/solution 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 take appropriate action to replace the defect(s) **within 4 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. In case of failure of rectification within given time period, AIIA will take necessary for rectification at their own end. The cost incurred on such rectification shall be borne by the service provider. Additional 5% of cost incurred, will also be charged as administrative expenditure.

12. 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**.
13. 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 in the Chapter-IV. 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.
14. **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 Chapter-IV. The Anti-Profiteering Rule under GST Act 2017 is applicable against this Tender Enquiry on which the Supplier Agency mandatory have 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.
15. **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.
16. 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 (not older than previous financial year 2022-23) from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of such infrastructure.

17. Terms of Delivery of Products/completion of works and 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 selected Bidder shall be bound to supply and complete the works of installation and integration with a period of **90 days** from the date of receipt of work order. 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 0.5% of the value of order per week for delay in completion of works subject to maximum of 10% of awarded value. 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.

18. INSPECTION OF SUPPLIES & ACCEPTANCE:

Inspection will be done by the Committee duly constituted by Director, AIIA, Delhi and or its authorized representatives in AIIA DELHI Hospital premises at designated place in presence of supplier or its representative. Any cost incurred for carry out the inspection/testing etc, shall be borne by Supplier Agency. **The supplied goods/works will be accepted by Institute on approval of the Committee. The Bidders shall have to obtain prior approval of the Committee for the works at different stage as and when required.**

19. INCIDENTAL SERVICES:

The supplier shall be required to perform the following services at Consignee Site:

- a) Installation & commissioning, Supervision and Demonstration of the software/solution.
- b) Training of Consignee's Doctors, Staff, operator etc. for operating and maintaining the Equipment/Goods/software/services, if required.
- c) Supplying required number of operation & maintenance manual for the same.

20. 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 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; if applicable
- iii. Certificate of origin for goods of foreign origin;
- iv. Insurance Certificate, if applicable
- v. Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- vi. Work completion certificate from the respective Department

21. **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.

22. Terms and mode of payment:

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:

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

On supply, Installation, Commissioning of service and work, 80% of the total value of work will be paid on successful completion of work, balance 20% will be released after successful run of the entire software/solution/services set-up, subject to recovery of liquidation damage, if any.

(a) On successful completion of supply, Installation, Commissioning of service and work (Preferably within three weeks' time of "Consignee Receipt Certificate (CRC)" and Subject to submission of following documents)

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

(b) On successful Operations of the entire IT infra set-up:-

Balance twenty percent (20%) payment would be made against 'successful operation of the entire IT infra set-up and issuance of satisfactory report from the IT committee/user department subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

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

24.3. 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.

24.4. 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.

24.5. 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.

24.6. 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.

24.7. In case where the Service Provider is not in 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 Service Provider will make Equipment/goods/software/services 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 service provider furnishes the following undertakings on the 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/non completion of works, shortage or defects in the goods supplied/works assigned. I/W agree to rectify defect or deficiency that the consignee/user may report within three months from the date of receipt of this balance payment.

23. Sub-Letting of works:-

Selected Bidders shall not be allowed to sub-let the works to any other agency. In case of any unprecedented situation it can be done only after approval of Competent Authority in AIIA.

24. OTHERS:

Technical Evaluation Committee/Procurement Committee and other committees as duly 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 **Chapter-IV** 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 canceled & 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/service/works at AIIA, DELHI

25. FORCE MAJEURE: -

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

26. 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 be appointed by the Director, AIIA, DELHI for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

27. 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.

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28. PERFORMANCE SECURITY DEPOSIT:

The successful Bidder will be liable to deposit 5% 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 3 year warranty period + 2 months (valid for i.e. 38 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(if applicable) after expiry of warranty period, the 5% Security Deposit of total CMC cost shall be deposited by the Bidder to AIIA, DELHI in the format given at "**Annexure-VI**".

29. 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/works 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.

30. 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.

31. 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.

32. 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.

33. 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 who can access the information of other bidders through any means and mode of connection. If at any stage it is found the formation of cartel, the involve bids will be rejected and bidders will be blacklisted.

34. 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) The bidders must submit the documents as mentioned in the Chapter -V of the bid document. All

the document should be submitted along with bid submission. Document submitted at later stage will not be accepted.

(iii) Only technically qualified bidders shall be considered for financial evaluation.

TECHNICAL EVALUATION CRITERIA:

S.No.	Parameter	Scoring Protocol
	QUALITY	TOTAL: 100 MARKS (Min. 60 Marks required for Qualification)
1.	HIMS Solution Provider's experience AIIMS and other reputed hospitals in Central Govt/State Govt/UT/State Funded/Private hospitals in Last Six Years. (total number of beds).	Max Marks: 20 HIMS Solution Provider's total experience in terms of number of beds : 1. Less than 100 beds: 5 Marks 2. 100 to 150 Beds: 7 Marks 3. 150 to 200 Beds: 10 Marks 4. More than 200 Beds: 20 Marks
2	Experience (in years): Total number of experiences in providing similar services	Max Marks: 15 - 10 or more Years – 15 Marks - 05 but less than 10 years - 10 Marks - 03 but less than 05 years - 5 Marks (Oldest work order/completion certificate in support of claim should be submitted)
3	Experience of having executed single largest work order from similar service in last six financial years ending 31 st March 2023.	Max Marks: 15 - Single work order of more than ₹2 crore per annum - 15 Marks - Single work order of more than ₹1 crore per annum - 10 Marks - Single work order of more than ₹50 lakhs crore per annum - 5 Marks (Work completion certificate should be submitted)
4	Total IT/relevant professional employees on payroll	Max Marks: 15 - More than 100 - 15 Marks - 50 – 100 - 10 Marks - Less Than 50 - 5 Marks
5	Average Annual Turnover of the any 3 consecutive Financial Years in last six financial years i.e. from 2017-18 to 2022-23	Max Marks: 15 - 10 crores & above – 15 Marks - 05 crores & above but less than 10 crore – 10 Marks - 01 Crore & Above but less than 05 crore – 5 Marks
6.	Presentation on Training, Site Visit, satisfactory work performance & work plan for execution of services at AIIA, New Delhi (online mode)	Max Marks: 20

It is mandatory to score minimum marks(5marks) against each criterion and a bidder has to score at least an overall minimum score of 60 in the technical evaluation in order to be technically qualified.

(6)

- (iv) The technical evaluation will be carried out on Least cost selection basis for which parameters are defined in the table. For technical qualification minimum score will be 60 marks for the bidders.
- (v) Final Financial value will be based on rate quoted (for works along with required items (including passive items). Price quoted shall be considered final including all taxes/charges etc. as in Bid document

Scope of Work and Technical Details and Requirement

- i. Patient Information Management:**
 1. Personal Details: Capture and manage patient demographics, including name, age, gender, address, contact information, etc.
 2. Ayurvedic Constitution (Prakriti): Include a module to record and analyze the patient's Ayurvedic constitution, which includes Vata, Pitta, and Kapha doshas.
 3. Medical HIMStory: Allow storage of detailed medical HIMStories, including previous illnesses, treatments, and family medical HIMStory.
- ii. Consultation and Diagnosis:**
 1. Symptom Analysis: Provide tools for practitioners to document and analyze symptoms according to Ayurvedic principles.
 2. Pulse Diagnosis (Nadi Pariksha): Include a section for recording pulse diagnosis findings, which is a crucial diagnostic tool in Ayurveda
 3. Tongue and Eye Examination: Enable practitioners to document observations from tongue and eye examinations, as they are significant in Ayurvedic diagnosis.
- iii. Treatment Plans**
 1. Customized Treatment Plans: Support the creation of personalized treatment plans based on Ayurvedic principles, including diet, lifestyle recommendations, herbal remedies, and therapeutic procedures (Panchakarma).
 2. Medication Management: Include a medication module for managing Ayurvedic medicines and formulations.
- iv. Panchakarma Management:**
 1. Panchakarma Protocols: Integrate modules for planning and documenting Panchakarma procedures, including pre and post-treatment care.
 2. Follow-up: Enable practitioners to schedule and track follow-up sessions post-Panchakarma.
- v. Ayurvedic Assessments and Tests:**
 1. Dosha Assessments: Include tools to assess and quantify dosha imbalances in patients.
 2. Laboratory and Diagnostic Tests: Support the integration of lab results and diagnostic tests relevant to Ayurveda.
- vi. Bilingual Prescription Option: Enable the system to generate prescriptions in multiple languages, facilitating better understanding for patients who may prefer a language other than the default one.**
- vii. Active Medication (Allopathy, Homeopathy, Naturopathy, Ayurveda): Record and manage details of all active medications a patient is currently taking, spanning various medical systems such as allopathy, homeopathy, naturopathy, and Ayurveda.**
- viii. Provisional Diagnosis (ICD Diagnosis, with Comments for Ayurvedic Diagnosis): Include a section for provisional diagnosis using standard ICD codes, with an additional area for Ayurvedic diagnosis**

- comments, fostering an integrated approach.
- ix. Interlinking with ICD and Ayurvedic Diagnosis: Establish a connection between ICD codes and Ayurvedic diagnosis for better cross-referencing and collaboration with conventional medical systems.
- x. Treatment Plan - Ayurvedic Procedures to be configured: Configure the system to include Ayurvedic procedures as part of the treatment plan, drawing from established protocols such as those found in HIMS Home's master records.
- xi. Treatment Plan - Mixture Medications: Allow for the creation of customized formulations with dropdowns for various Ayurvedic mixtures while maintaining confidentiality of the exact formulations.
- xii. Pricing Based on Final Composition: Implement a pricing mechanism that calculates the cost of treatment based on the final composition of Ayurvedic medications prescribed.
- xiii. Veda Pulse: Integrate or utilize Veda Pulse, a software exclusive to Ayurveda, to provide lifestyle advice and enhance the overall diagnostic capabilities of the system.
- xiv. **General**
1. Patient Registration
 2. Appointment Scheduling
 3. Admission Discharge Transfer (ADT)
 4. Accident and Emergency (A&E)
 5. Bed Management
 6. Nursing and Ward Management
 7. Computerized Physician Order Entry (CPOE)
 8. OR/Operation Theater (OT)
 9. Anesthesiology module
 10. CSSD – Central Sterilized Supply Department
 11. Pharmacy
 12. Radiology Information System
 13. Laboratory Information System
 14. Housekeeping Service
 15. Linen & Laundry Services
 16. Dietary Services
 17. Infection Control
 18. Hemodialysis
 19. Physiotherapy
 20. Blood Bank
 21. Insurance Management Module
 22. Procurement Management Module
 23. Inventory Management Module
 24. Fixed Assets
 25. Telemedicine module

- xv. Timelines: The vendor would be required to deploy and implement the HIMS within 3 calendar months of the commencement of contract. The vendor thereafter be responsible for operating and managing the system for 3 months.

- xvi. Key Professionals Required: Interested firms will be liable to deploy professionally qualified staff for HIMS engagement. The team to be deployed should be a mix of senior and junior level resources. The vendor will be required to nominate a senior level resource as Team Leader/Programme Manager. The program manager will be an IT expert with over 10 years of post-qualification experience and at least 5 years experience in managing development and deployment of government HIMS.

Chapter-V

Pre-Qualification Criteria for Bidders

1. The Bidder should be a reputed organization rendering e-Governance and IT services for a Large integrated Institution. The firms only which have the mandate to execute IT infrastructure related works. The works must be done by the participant firm itself.
2. The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March of the previous financial year 2022-23 should be Rs 25,00,000/-(Rupees Twenty Five Lakhs only) 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.
3. The Bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31st March of the previous financial year 2022-23. A certificate from the CA must be attached.
4. The Bidder should be one stop solution to "Design, Develop, Customize, Supply of Hardware and ICT Infrastructure. The Bidder must have completed one similar nature of ICT Infra work in last three years, completion of which should be before closing of the bid.
5. The Bidder is required to submit certificate of completion of assignment from the respective institute as a proof of meeting the above qualifying criteria and submit copies of the completion certificate.
6. The Bidder should not be blacklisted in any of the Ministry/ Department / PSU / Autonomous Body of Government Government/ State Government.
7. The bidders should have ISO 9001-2000 / ISO:27000 and other related.
8. The bidding entity must have authorization certificate from the OEM of the major equipment/Devices which are being offered by the bidder.
9. Signed copy of GST Registration and proof of latest quarter GST returns filed by the participating Bidder Company.
10. Signed copy of PAN Card in the name of bidding entity.
11. The bidders should not be bankrupt/under liquidation or blacklisted by any Government(Central or State)/PSU/Autonomous Bodies/or any other organization. A declaration to this effect must be submitted.
12. **Experience and Past Performance:**
 - (a) The bidder should have completed "**Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR)**" with the same or higher specifications as per scope of work mentioned in the bid document during last three years, ending 31st March of 2023 as under:-
 - (i) One similar works of the value equal to 80% of estimated bid value
or
 - (ii) Two similar works of the value equal to 50% of estimated bid value
or
 - (iii) Three similar works of the value equal to 40% of estimated bid value
 - (b) The bidder must have completed at least one works of above mentioned value within the one year from the closing date of the tender. Completion certificate from the other origination must be attached in support of claim.
 - (c) The bidder' must have a team of Engineers, Technicians and experts having sufficient

expertise, experience and knowledge of the works under question and details of such team must be attached along with bid document in support of claim.

2- Submission of Technical Bid

- A. EOI in the form of hard copies duly signed, stamped and page numbering on each page will be considered.
- B. All the annexure/declaration and tender documents should be signed by authorized official of appropriate level only. Tender submitted in loose sheet/unsigned shall not be considered.
- C. The pages of tender document to be submitted by bidder should be properly number and an index page with proper page number should be attached with the tender document
- D. The bid both Technical and Financial duly filled in the prescribed proforma as mentioned in check list & Annexure-V be placed in sealed separate envelopes with a name of work written on the envelope and addressed to "The Director, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi -110076
- E. The 1st envelope(Technical Bid) shall contain the documents as mentioned in the terms and conditions(Mentioned in check list).
- F. The 2nd envelope(Financial Bid) shall contain priced schedule of Quotation, duly signed, Stamped and page numbering by the authorized signatory of the bidder.(Annexure-V).
- G. The Technical bids shall be opened on the closing date of bid in Committee Room, All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, Mathura Road, New Delhi 110076 in the presence of such bidders or their authorized representatives, who may wish to be present.
- H. The bidders, whose Technical bids are accepted, will be informed about the date of the opening of financial bids.
- I. The Financial Bid of the Technically Qualified Bidder will ONLY be opened.
- L. The price schedule of quotation as per format enclosed, duly signed, stamped and page numbering by the authorized signatory of the bidder is to be submitted. The unit rate and prices shall be quoted by the bidder entirely in Indian Rupee to be entered in words also.
- M. The breakup of Basic Price, GST, other taxes/charges, if any to be clearly mentioned in Indian rupee only.
- N. Financial Bid in any other form except in the specified format given, will not be accepted and shall be SUMMARILY REJECTED.
- O. Both the above envelopes should clearly be marked on top of envelope about type of envelope i.e., Name of EOI and details of contents in envelope (Technical Bid/Commercial Bid as the case may be), name of agency submitting the bid and addressed to "The Director, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi -110076"
- P. The main envelope containing the Technical Bids, Financial Bids and Earnest Money Deposit must be superscripted '**Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR) at AIIA, New Delhi, ITS SATELLITE CENTRE AIIA, GOA AND ITS OTHER CENTRES AT SAFDARJUNG, AIIMS JHAJJHAR, LBSNAA MUSSORIE, SUPREME COURT OF INDIA ETC**'
- Q. Please note that the envelope containing Technical and Financial Bids are sealed properly, i.e. either wax or with adhesive cello tape on both ends. Rates quoted should be neat and clean without cutting/overwriting.

applicability of Special Clause

- a) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures **cannot** be clubbed for the purpose of compliance of PQC.
- b) **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 for pre-qualification bid evaluation purpose.
3. Signed copy of duly filled-in PFMS Form of AIIA, DELHI in the format given at **Annexure-IX**
 4. **A checklist of documents submitted must be attached as per Annexure-X. In absence of that, offer will be rejected outrightly.**

Chapter-VI

TIME SCHEDULE FOR COMPLETION OF THE WORKS:

(i)	Preliminary Estimate	60 days after the LoI is placed on the selected bidder
	Submission of Performance security	Within One week after LOI
(ii)	Commencement and mobilization activities	One Week after
(iii)	Completion of work, Testing, Training, hand- holding and handover	Work Duration 90 Days from the commencement of the mobilization activities.

PENALTY

If the agency/organization/institution is not able to complete the work in time the agency would be liable to be penalized as follows:

- For delay: .5% of the awarded value of works (excluding taxes) per week or part of it subject to maximum of 10%.

SAVING CLAUSE

The Director, AIIA has the right to terminate the contract at any time if it comes to know that the contract has been procured fraudulently or misrepresented and corrupt practices and forfeit the security / bank guarantee etc.

Court Jurisdiction

In case of any dispute, this shall be subject to the exclusive jurisdiction of Court at Delhi/New Delhi.

Approved Make

The bidder have to quote rate from best compatible OEM makes for Active components ie.(Switches/Wi-fi controller/ Wi-fi access Points) in this request for Proposal.

2

Declaration for non-association with other bidders

I,We, M/S.....hereby undertake and accept that if I/We are Not **Associated with other bidders**.

I/We.....shall have no objections 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 if any association is found with other bidders.

Seal,

Name :

Address of the bidder/Authorized person

Email Id:

Telephone No:

Date:

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/Authorized

person Telephone No. & Email ID

3

MANUFACTURER AUTHORIZATION FORM
(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

Ofhaving factories at _____ hereby authorize M/s (*name and address of the bidder*) 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 supply, installation and execution of warranty of the goods under question and will provide spares parts for the period of at least 5 years for supplied item to AIIA DELHI after expiry of warranty.
- 4) We also undertake to execute warranty/guarantee during its period along with spare parts.

[Signature with date, name and designation]

For and on behalf of M/s _____

[Name & address of the manufacturers]

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a competent person 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.

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

S. 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.....

FINANCIAL BID

S.no	Description of work	Rate	GST	Total Price
1	Execution of Work as SoW in Chapter-IV			
2	CMAC	4 th year		
3		5 th year		
4		6 th year		
	Total			

Price quoted will be treated including all taxes, charges, transportation and other incidental expenditure. Successful bidder shall have to completed the work within quoted price only.

PERFORMANCEBANK GUARANTEE (PBG)FORMAT
(on the letterhead of the Issuing Bank)

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 being 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 **14(fourteen) 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 TelephoneNo. & Email ID

TECHNICAL BID
(signed technical bid documents)

Sl. No.	Name of the item	Make & Model	Indian/Imported /Country of Origin	Meeting technical specification (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:



UNDERTAKING

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

For Compliance of all 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 complete the assigned work on approved prices to AIIA DELHI, during the specified period under this contract.**
3. The articles/devices used 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 5% 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 two months (i.e. for 14 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. If I/We fail to complete the works in stipulated period the AIIA has full power to compound or forfeit the Bid Security/security deposit.
7. I/We declare that no legal/ financial irregularities are pending against us.
8. 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-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 within stipulated period and if fail to supply order during the stipulated period then necessary action can be taken by the Director, AIIA, DELHI.

9. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
10. **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.**
11. 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.
12. 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.
13. I/we do accept/ agree for the all clauses including the 1 years onsite Warranty inclusive of all spares and labour etc.
14. I/we have necessary infrastructure for the maintenance of the site.
15. I/we undertake that complaints will be resolved within 24 hours of the receiving from the Hospital failing which penalty may be recovered from pending bill/Bank Guarantee before releasing the same to us after 14 months as per penalty clause of EOI Document..
16. 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.
17. I/We do hereby confirm that I/we are 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.
18. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of India and will have mandatory 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, 2017 against our firm.

19. 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.
20. 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.
21. I/We do solemnly pledge and affirm that I/We have 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.
22. 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.
23. 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:.....

9

Annexure-IX

PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS) REGISTRATION FORM		
PFMS UNIQUE CODE:		
VENDOR REGISTRATION FORM		
Sl. No.	Head Name	Details
1.	Vendor Name	
2.	Father/Husband/Partner/Director/Owner Name/	
3.	Date of Incorporation/Estb	
4.	PAN Number	
5.	GSTIN	
6.	TAN	
7.	Aadhar Number	
8.	Address1	
9.	Address2	
10.	Address3	
11.	City	
12.	Country	
13.	State	
14.	District	
15.	Pin Code	
16.	Mobile No.	
17.	Phone No.	
18.	Email ID	
19.	Bank Name	
20.	IFSC Code	
21.	Account Number	
DATE:		
PLACE:		VENDOR SIGNATURE WITH SEAL
Note:	<i>All related self-attested documents also enclosed with this form</i>	

Annexure-X

CHECKLIST FOR TENDER

Index page For technical bid evolution (Must be filed properly and to be first page of Technical bid)

(Check list should be placed at the beginning of the bid document)

S. N	Name of documents	Page Number in submitted bid
1.	The average annual financial turnover for the last three years, ending on 31st March 2023, as per the annual report (audited balance sheet and profit & loss account)	
2.	Bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31 st March of the previous financial year 2022-23. A certificate from the CA must be attached	
3.	The Bidder should be one stop solution to "Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR). The Bidder must have completed one similar nature of ICT works before closing date of bid.	
4.	The Bidder should not be blacklisted in any of the Indian Government Department.	
5.	The bidders should have ISO 9001-2000 / ISO:27000 and other related.	
6.	Original Equipment Manufacturer authorization	
7.	Experience and Past Performance: (a) The bidder should have manufactured and/or supplied/completed "Development, Customization, Installation, of Hospital Information System (HIMS) & Electronic Medical Record system (EMR)" with the same or higher specifications during last three years, ending 31st March of the previous financial year 2022-23 as under (i) One similar works of the value equal to 80% of bid value	

	or (ii) Two similar works of the value equal to 50% of bid value or (iii) Three similar works of the value equal to 40% of bid value	
8.	GSTN	
9.	PAN	
10.	Dedicated/Toll free No.	
11.	Escalation Matrix	
12.	Non-blacklisting/financialstanding declaration	
13.	Bid Signatory authorization, ifrequired	
14.	Signed EOI document Sign must be on each page	
15.	Experience with documents (Works detail and year in which completed and Value in INR)	
16.	Annexure-I	
17.	Annexure-II (Bid SecurityDeclaration)	
18.	Annexure-III	
19.	Annexure-IV	
20.	Annexure-V	
21.	Annexure-VI	
22.	Annexure-VII	
23.	Annexure-VIII	
24.	Annexure-IX	
25.	Annexure-X	

Date

Signature of the Authorized person

Seal