

अखिल भारतीय आयुर्विज्ञान संस्थान, मंगलगिरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

A CAB under Ministry of Health & family Welfare, Government of India

Tender No. AIIMS/MG/Proc/06/Tender/2022-23/Electro Surgical Unit



NOTICE INVITING TENDER FOR SUPPLY OF ELECTRO SURGICAL UNIT AT AIIMS MANGALAGIRI

DISCLAIMER

This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All-India Institute of Medical Sciences, Mangalagiri with the vendor/ bidder.

Mangalagiri, Guntur District, Andhra Pradesh - 522503

Website: www.aiimsmangalagiri.edu.in

Tendering Portal: www.eprocure.gov.in/eprocure/app

Email: procurement@aiimsmangalagiri.edu.in

TENDER NOTICE

**NOTICE INVITING TENDER FOR SUPPLY OF ELECTRO SURGICAL UNIT AT
AIIMS MANGALAGIRI**

Tender No. AIIMS/MG/Proc/06/Tender/2022-23/Electro Surgical Unit

Critical Data Sheet	
Mode of Tender	E- Tender
Type of Bid	Two Cover Bid
Tender Publishing Date	19.07.2022
Last date and time for submission of Tender	03.08.2022 01:00PM
Date and time for opening of tender	04.08.2022 01.10 PM
EMD	Rs. 25,000 /-
Performance Security Deposit	3% of total contract value
Validity of Bid	180 days after bid Opening
For viewing, quoting the detailed NIT bidders may also visit our website	http://aiimsmangalagiri.edu.in https://eprocure.gov.in/eprocure/app

The Director, AIIMS Mangalagiri invites Tenders in Two Bid System (i.e., Technical and Financial Bid) from reputed, experienced Bidders for Supply of Electro Surgical unit at AIIMS Mangalagiri through on-line e-procurement portal www.eprocure.gov.in. The Tender documents are also available in our website: www.aiimsmangalagiri.edu.in. Bidders have to submit the bids online by uploading all the required documents through www.eprocure.gov.in. Bids for this tender will be accepted through online only.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, and subsequent amendments thereof. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Mangalagiri will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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

Manual bids and conditional bids will not be accepted under any circumstances and will be out rightly rejected.

AO (Procurement)
For Director, AIIMS Mangalagiri

TECHNICAL BID DOCUMENTS FOR BIDDER ELIGIBILITY:

The following documents are required to be uploaded by the Bidder along with Technical Bid as per the tender document:

- 1) Signed and scanned copy of duly attested copy of PAN, GST and Firm registration certificate
- 2) Scanned copy original EMD
- 3) Signed and Scanned copy of Local Content certificate as per MoCI OM No. P-45021/2/2017-PP(BE-II) dated 16 Sept 2020 and subsequent amendments thereof.
- 4) Affidavit of Self Certification regarding Local Content in a Medical Devices to be purchased on Rs. 100/- Stamp Paper.
- 5) Signed and Scanned copy of Tender Acceptance letter “Annexure-I”
- 6) Signed and Scanned copy of profile of the organization ‘Annexure II’
- 7) Signed and scanned copy of proof of Status of Bidder: Manufacturer or Authorized Agent of the Manufacturer/ Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm. -Annexure-III”.
- 8) Tenderer must provide evidence of 3 years’ market experience.
- 9) Proof of supply of similar items to any Central Govt./State Govt./PSU/Semi Govt./Reputed Private institutions and preferably in Govt. hospitals and user list of at least 5 users must be uploaded with relevant documents and Annexure VI
- 10) Bidder should have minimum average annual turnover of Rs. 1 crore . Signed and scanned Copy of Annual turnover statement as per Annexure-“VIII” and Attach Annual turnover ,balance sheet, & profit loss statements of last three year duly certified by CA as mentioned in tender document should be uploaded.
- 11) Income Tax Return of last three years should be uploaded.
- 12) Signed and Scanned Copy of affidavit duly certified by the notary that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per “Annexure-VII”.
- 13) Deviation Statement “Annexure-IX
- 14) OEM must be an BIS /ISI certified company
- 15) Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.
- 16) Technical Specifications Compliance Report.
- 17) Signed & scanned copy of Price Justification “Annexure-X”.

Note: Bidders are requested to upload the clearly visible documents only other wise failing which the offer shall be liable for rejection without any further communication.

PRICE BID

Price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/ Commercial bid format is provided as BOQ.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BOQ.xls as it is quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected

THE SCOPE OF WORK / SCHEDULE OF REQUIREMENT

S. No.	Item Description	Req. Qty.
1	Electro Surgical unit	1 No.

1. Bids are invited from Manufacturer's/Authorized Distributors/ Authorized Dealers/ Supplier companies, to supply high-quality Equipment/ Instruments as per the Technical Specification and Standard mentioned in the Schedule of requirement.
2. Description of Equipment along with accessories for given in below. Tenderer should arrange demo of item to faculty/officers (Technical Specification Committee) for display/ testing of the equipment if necessary.
3. Companies well known in the line of manufacturing/Authorized Distributor/Dealer of the Equipment/Instruments/ should only quote as per our requirement and the supply /Delivery time is 3 weeks (i.e., 21 Days) only after the issue of Purchase Order.
4. The required in-situ works like minor Electrical/Plumbing/Civil/any other Engineering Works, any accessories and consumables during the warranty period, if any required for Equipment/Instrument installation for making it operational at client site, will carried out and borne by the Successful L-1 Agency, and for this purpose no extra payment, what so ever will not paid by AIIMS Mangalagiri to any Agency. Accordingly, the vendor may bid.

Technical Specfication

Specifications for Electro Surgical Unit /Diathermy /Cautery	
1	System should come with Micro-processor-based technology with capacity of 300 watts with monopolar and bipolar modes available.
2	It should have capacity to monitor changes in tissue impedance by 4,00,000- 4,50,000 times per second to produce consistent clinical tissue effects and adjust the energy output accordingly.
3	It should come with touch screen display for ease of use and should display error alerts also.
4	It should be compatible with three button cautery pencil to use advanced monopolar mode like cut / coagulation with single button and independently also with cut & coagulation button and have a capacity to use lower power settings resulting in less char, less thermal spread and less arcing than a traditional monopolar coagulation mode
5	It Should have Auto Bipolar Mode to use Bipolar Energy without Bipolar Foot Switch.
6	It should have atleast 4 different modes for Bipolar Energy Usage.
8	It should have Pure Cut / Blend Cut modes in Monopolar Cut energy.
9	It should have different modes like soft / fulgurate / shared fulgurate / shared spray / spray modes in Monopolar Coagulation energy.
10	It should come with internal memory of 8GB storage capacity to store events & errors
11	It should be compatible with other devices, including: a. Smoke Evacuator.
12	Unit should perform self-test during Power ON.
13	Unit should have Digital Wattage Indications for Bipolar, Monopolar Cut and Coagulation.
14	Unit should have Two Monopolar out puts to use by two surgeons simultaneously.

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15	Unit should have Audio Visual Patient Plate Error Monitoring System.
16	Unit should have Split Type Patient Plate contact quality monitoring System for Maximum Patient Safety, with separate pediatric and neonatal patient plates (Unit should not be delivering power until and unless maximum area of the patient plate is attached to patient body to minimize the risk of intra-operative cautery burns)
17	Monopolar Coagulation Should consist Spray for Non-Contact Coagulation
19	Unit should be compatible with three button monopolar pencil which can be used to adjust the power output of the machine from the sterile field itself.
20	Unit should Have Facility to use monopolar and bipolar function without Switchover.
21	Unit should have simultaneous coagulation facility in monopolar coagulation.
21	Unit should have a facility to use auto bipolar mode by setting delay time of up to 2.5 seconds
22	Unit should have facility to enable Auto Bipolar & Ammeter as per the requirement
23	The system should have current ammeter, to display the conductivity of the bipolar energy.
24	Should be able to use shared coagulation in monopolar mode and should have an option to enable and disable the shared coagulation facility also.
25	Should have an option to enable and disable auto bipolar as per the requirement from the surgeon
26	There should be soft coagulation mode to do precise surgeries
27	It should have facility to use shared coagulation mode with two pencils of two buttons or one pencil of two buttons & one pencil of three buttons
28	System should be software Upgradable for future features usage
29	Unit Should Have US FDA and European CE Approved
30	Maximum power output for coagulation mode may be 150 W or lesser and bipolar mode may be 100W or lesser Output Waveforms: For Bipolar Mode, monopolar cut mode should be More than 400 kHz continuous sinusoid, and for coagulation mode may be more than 400kHz with repetition frequency ranging at 20-30kHz with duty cycle of 4 - 8 %
33	System should have standards of IEC 60601-1:2012 for Leakage Currents & Patient Auxiliary Currents
34	System Should be Defibrillator proof with standards of (IEC 60601-1, IEC 60601-2-2, and ANSI/AAMI HF18)
35	System should have safety standards for Liquid spillage/Ingress so that in normal usage it should not wet electrical insulation or other components, which when wetted are likely to adversely affect the safety of the equipment
36	System should have standards of Voltage Transients-Energy Platform mains transfer (IEC 60601-1, IEC 60601-2-2, and ANSI/AAMI HF18) so that system continues to operate normally with no errors or system failures when transfer is made between line AC and an emergency system voltage source. The system may momentarily shut down in safe mode
37	Should provide All software updates free of cost during warranty period
38	Foot switch should be available for both monopolar and bipolar modes
39	Should provide monopolar and bipolar hand pencils separately with various configurations and fine/needle tip separately
40	Should have a warranty of at least 5 years

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. Preamble: -

- a) **Earnest Money Deposit:** EMD amounting to Rs. 25,000 (Rupees Twenty Five thousand only) (refundable to unsuccessful bidders after award of the contract) in favor of AIIMS Mangalagiri and payable at Mangalagiri in the form DD/FDR/BG from any Scheduled bank with validity of 180 days from date of publishing to be submitted. The EMD should be furnished along with the technical bid.

The Original FDR/BG/DD EMD should reach **Procurement Section, 4th Floor Nursing College, AIIMS Mangalagiri, Guntur -522503** within the bid submission date and time for the tender. Bids received without EMD or Late will be rejected.

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

- b) **Eligibility of Bidders:** - Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist, technical specifications, etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.
- c) **Language of Tender:** -The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

- d) **Tendering Expenses:** - The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

- 2. Tender currencies:** - The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR). Bids, where prices are quoted in any other way shall be treated as non - responsive and will be rejected.
- 3. Tender Prices:** - The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BoQ including the unit prices, applicable taxes and total bid prices of goods and services. It proposes to supply against the requirement. The entire column shown in BoQ should be filled up as required. Cost per item will be considered for Price evaluation.
- 4. Bid validity:** -
 - a. The bids shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
 - b. In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.
 - c. In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
- 5. Non- responsive tender:** -Non submission of the following is some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:
 - a) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
 - b) Bid validity is shorter than the required period.
 - c) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions.
 - d) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
 - e) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, comprehensive warranty clause, dispute resolution mechanism, and applicable law.
 - f) Poor/unsatisfactory past performance.
 - g) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
 - h) Bidder has not agreed for the delivery terms and delivery schedule.
- 6. Discrepancies in Prices:** The Bidder(s) shall quote Rate up-to two decimals only. Bidder(s) to note that only first two decimals shall be considered for evaluation if quotation having more than two decimals.

7. Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the Bidder Registered under Make in India Initiative: -

The Bidder Companies, those have registered under Make in India initiative and producing their products under “**Make in India**” Policy of Government of India shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested “Make in India” Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing “Make in India” Certification in later bid stage.

Price preference to “Make in India” product shall be as follows:

- a. If the “Make in India” product and other products are at the same price range, preference shall be given to “Make in India” product.
- b. If the “Make in India” product is not L1, however it is with in the 5% range of L1 price, option shall be given to the “Make in India” product to match the L1 price and to quote a price lower than L1 vendor.

8. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

9. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

A. The purchaser’s evaluation of a tender will take into account the following:

The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

B. Purchase Preference to Local Suppliers

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply

- b. In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- C. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 1 above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- D. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
- E. **Margin of Purchase Preference** The margin of purchase preference shall be 20%

10. Bidder's capability to perform the contract:

- a) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender, has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the Schedule of Requirements, then, such determination will be made separately for each schedule.
- b) The above-mentioned determinations will inter-alia take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

11. Contacting the Purchaser: In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

12. Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability,

whatsoever to the affected bidder or bidders. The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

13. Scrutiny and Evaluation of Tenders:-

- a) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.
- b) The Purchaser will examine the Tenders to determine whether they are complete, devoid of computational errors required sureties furnished, and documents signed & duly stamped.
- c) The Tender/Bid will be opened online at <https://eprocure.gov.in/eprocure/app> in the O/o AO(Procurement) at AIIMS Mangalagiri Premises at designated bid opening.
- d) Financial bids will be opened only for the Technically qualified bidders.
- e) In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid. No information of any will be given to individual bidders.

14. Signing of Contract: The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the comprehensive warranty period and during the Comprehensive Annual Maintenance Contract.

15. Award Criteria: The Purchaser will award the contract to the bidder whose bid has been determined to be substantially responsive and who has bided the lowest evaluated bid price.

- a) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract
- b) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order. The Director reserves the right to accept or reject any or all tenders without assigning reasons.

GENERAL TERMS & CONDITIONS

1. Pre-Qualification Criteria:

- a) Bidder should be the manufacturer/authorized dealer/Distributor/Trader/ Supplier. Letter of Authorization from Manufacturer for the same and specific to the tender should be uploaded in the prescribed place.
- b) An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on regular basis with technology/product updates and extend support for the warranty as well. The scanned copy of same to be uploaded (if applicable)

2. Performance Security: -

- a) The Successful Contractor will be required to furnish an amount 3% of total purchase value as a performance security in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of " AIIMS, Mangalagiri " payable at Mangalagiri within 2 weeks from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. In case of the contract fails to submit the requisite PSD even after 2 weeks from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Security Deposit is mandatory.
- b) The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non – observance of any condition of the contract.
- c) Successful supplier/firm should submit performance Security Deposit as prescribed in favour of “AIIMS, Mangalagiri” and to be received in the *Procurement office, 4th Floor, Nursing College, AIIMS Mangalagiri, Guntur-522503* before the date of commencement of supply or 2 weeks from the date of acceptance of the purchase order, whichever is earlier. The Performance Security Deposit to be furnished in the form of Bank Guarantee as per given Performa of the tender documents, for an amount covering 3% of the contract value.
- d) Validity of the Performance Security Deposit shall be for a period of 60 days beyond of the warranty period from the date of issue of installation & commissioning

3. Country of Origin: 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. 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.

4. Sample/Demonstration:

- i. The tenderer may be asked for demonstrate the material sample as and when required by the Institute for quality evaluation and all the expenses for demonstration will be borne by the tenderer. Purchase will be done only after the approval of the quality of

the product by the Competent Authority.

- ii. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.

5. Delivery & Installation: The successful bidder should strictly adhere to the delivery schedule supply of above instruments should be affected within 3 Week from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise, Liquidation Damages will be imposed as per clause no. 4. Purchase order will be placed as required by consignee.

6. Penalty: If the suppliers fails to deliver and place any or all the Equipment or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.

7. Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are;

- a) imposition of liquidated damages,
- b) forfeiture of performance security,
- c) termination of the contract,
- d) Blacklisting/debarring of the bidder.

8. Training and Demonstration (If required): Suppliers needs to provide adequate training and demonstration at AIIMS Mangalagiri to the nominated person of AIIMS Mangalagiri at their cost. AIIMS Mangalagiri will not bear any training or living expenditure in this regard. The Supplier should arrange for regular weekly visit to the AIIMS, Mangalagiri campus by its technical team and assist in maintenance of the item/equipment within warranty period. Assistance limited to locking companies with manufacturer will not be considered sufficient

9. Right of Acceptance: AIIMS, Mangalagiri reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Mangalagiri also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.

10. Risk Purchase & Recovery of sums due:

- a) Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'non-compliance' or 'breach of contract' and the order in part or full be arranged from alternative source(s) at the discretion of the Competent authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.

- b) The amount will be recovered from any of his subsequent / pending bills or security Deposit.
- c) In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

11. Guarantee/Warranty, CMC, Installation, Service, Maintenance:

- a) The tenderers must quote for price with onsite 5 Years warranty and CMC Service, including all accessories and bought out items as mentioned in schedule of requirement. It is applicable from the date of completion of the satisfactory installation as certified by the stipulated committee/HoD of the Concerned Department.
- b) Equipment down time should never be more than a week. The dealer shall provide a standby machine in case the machine downtime due to repairs is expected to be more than 30 days as the patient services should not be affected.
- c) The equipment and all accessories should be installed, tested and commissioned at the User department, AIIMS Mangalagiri free of cost.
- d) The supplier must train the technical staff and faculty of the institute, regarding all the operations available on the system.
- e) The Warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected.

In the installation report the model number of instrument and all spares' parts/ accessories numbers should be in the line of purchase order. And suppliers must be written in the warranty declaration that "everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be completed enough to carry out the experiments, as specified in the tender document." If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges (shipping cost both ways). **Installation must be done within stipulated time period from the date of delivery of the item/ equipment as specified in the purchase order**

12. Right to reject: AIIMS, Mangalagiri reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.

13. Option Clause: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

14. Insolvency etc.: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of

the conditions herein specified AIIMS, Mangalagiri shall have the power to terminate the contract without any prior notice.

15. Force Majeure: If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Mangalagiri party may, at least option to terminate the contract.

16. Breach of Contract/Agreement: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the contract/agreement without assigning any reasons thereof and nothing will be payable by AIIMS, Mangalagiri. In that event the security deposit shall also stand forfeited.

False declaration will be in breach of the code of integrity under rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to Two Years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

17. Subletting of contract: The firm shall not assign or sublet the contract or any part of it to any other person or party without having prior permission from AIIMS, Mangalagiri, which will be at liberty to refuse if thinks fit.

18. Payment Terms:

- a) **100% payment after receipt and acceptance of material.**
- b) 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.
- c) The supplier shall not claim any interest on payments in any circumstance.
- d) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- e) No payment shall be made for rejected Stores. Rejected equipment's must be removed by the supplier within 10 days of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

19. Goods & Services Tax:-

- a) GST rates applicable on your quoted item may please be confirmed.
- b) Please confirm if there any change (Upward/Reduction) in your **Basic Price** structure.

And you are also requested to pass the Input Credit as per the following Anti Profiteering Clause of GST. **“Upon Implementation of GST. Any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Mangalagiri by way of commensurate reduction in the prices”**

- c) HSN Code for each item should be clearly mentioned.

20. Fall Clause:

- a) Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/Central/Public Undertaking during the period of the contract.
- b) If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
- c) If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./Central and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at the their own cost

21. Use of contract documents and information

- a) The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- b) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
- c) Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

22. Assignment: The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

23. Sub Contracts

- a) The bidder shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.
- b) Sub contract shall be only for bought out items and sub-assemblies.
- c) Sub contracts shall also comply with the provisions of "Country of Origin".

24. Signing the Contract:- The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) along with performance security within fifteen (15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.

25. Corrupt or Fraudulent Practices: It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:-

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- c) will be rejected a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d) Will be declared a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

26. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.

27. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
28. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
29. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
30. The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired goods even on short notice to AIIMS, Mangalagiri.
31. AIIMS Mangalagiri shall not be responsible for any financial loss or other damages or injury to any time or person deployed/supplied by the bidder in the course of the performing the duties to this office in connection with purchase order/supply order for supplying of reagents.
32. The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.

33. Arbitration / Resolution of disputes:-

- a) In the event of any dispute or difference(s) between the vendee (AIIMS Mangalagiri) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director AIIMS Mangalagiri who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

34. Applicable Law & Jurisdiction of Courts

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Vijayawada/Guntur (Andhra Pradesh, India).

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Director, AIIMS Mangalagiri, invites E-Bids in Two Bid System (i.e., Technical and Financial Bid) from eligible Manufacturers / Direct Importers/ Authorized distributors by online mode through E-procurement portal <https://eprocure.gov.in/> on mutually agreed terms and conditions and satisfactory performance

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/>

1. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- a) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- b) Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- c) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of

uploading such standard documents (e.g. PAN card copy, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. CORRIGENDUM

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri.

5. SUBMISSION OF BIDS:

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- d) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.
- f) Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (i.e., after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

Institute website: <http://aiimsmangalagiri.edu.in>

E-Tender Portal: <https://eprocure.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002, 0120-4001 005, 0120-6277 787

Email Support: cpp-doe@nic.in , support-eproc@nic.in

Tender queries: procurement@aiimsmangalagiri.edu.in

PRICE BID FORM

To,

The Director,
AIIMS Mangalagiri

1. I/Wesubmitted the bid for Tender No., dated for “Tender for supply of Electro Surgical Unit at AIIMS Mangalagiri”
2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.
3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

S.No.	Description of Item	Qty	HSN Code	Country of Origin	Basic rate Incl. Warranty in Rs.	GST in Rs.	Total Amount incl All taxes in Rs.
1.	Electro Surgical Unit	1 No.					

***CAMC rates quoted separately in BoQ – if applicable**

Note: Rates are inclusive of all charges like freight, Unloading, Installation, levies, and duties except Service Tax. Service Tax shall be paid as per actual, hence it should be shown separately. “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

Date

Place

Signature of the Bidder / Authorized signatory Name

Address

Telephone

Seal

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Director,
AIIMS Mangalagiri

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), technical Specifications etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PROFILE OF THE ORGANIZATION/COMPANY/FIRM
(To be given on Company Letter Head)

Particulars of the Firm/Company/Agency		
1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)	
3.	Type of business (Manufacturer/ Authorized Agent/ Consulting company/ if any specify)	
4.	Website	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
Particulars of the firm representative		
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	

Particulars of firm Bank Account		
15.	Name of the account holder / Firm	
16.	Account Number	
17.	Name of the Bank & Branch	
18.	IFSC Code	
19.	MICR code	
20.	Type of account	
21.	Address	
*Please attach a Cancelled Cheque along with the account information form.		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized

Date:

Designation Office Seal of the Bidder)

MANUFACTURER'S AUTHORISATION FORM
(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

**Director,
All India Institute of Medical Sciences,
Mangalagiri – 522503 (Andhra Pradesh, India)**

Dear Sir,

Tender No _____ :

1. We (name of the OEM) are the original manufacturers of the above equipment/Items having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warrantee /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

For and on behalf of M/s. _____

Date:

(Name of manufacturers)

Place:

Note: This letter of authority should be submitted on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure - IV

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

I _____ S/o,D/o,W/o_____

Resident of _____ do hereby solemnly affirm and declare as under: P-45021/2/2017-B.E.-II dated 15/06/2017.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals. Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms based on the assessment of an authority so nominated by the Department of Pharmaceutical. Government of India for the purpose of assessing the local content, action will be taken against me as per Oder No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated – 18.05.2018.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- ii. Medical devices for which the certificate is produced
- iii. Procuring entity to whom the certificate is furnished
- iv. Percentage of local content claimed
- v. Name and contact details of the unit of the manufacturer
- vi. Sale Price of the product
- vii. Ex-Factory Price of the product
- viii. Freight, insurance and handling
- ix. Total Bill of Material
- x. List and total cost value of inputs used for manufacture of the medical device.
- xi. List and total cost of inputs which are domestically sourced Value addition certificates from suppliers. If the input is not in use attached.
- xii. List and cost of inputs which are imported, directly or indirectly.

(Name of firm/ entity)

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

POWER OF ATTORNEY
(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office)
do hereby constitute, appoint and authorize Sri/Smt (Name
and address) who is presently employed with us and holding the position of
..... as our attorney, to act and sign on my/our behalf to
participate in the tender no..... for
..... (Equipment /Item name).

I/ We hereby also undertake that I/we will be responsible for all action of
Sri/Smt..... Undertaken by him/her during the tender
process and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 20_ For_____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of work orders/supply orders/purchase orders.

AFFIDAVIT

(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of
Shri _____ resident of _____ Proprietor/Director
authorized signatory of the agency/Firm (M/s _____), do hereby solemnly affirm and
declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the AO(Procurement), AIIMS, Mangalagiri immediately after we are informed but, in any case, not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

Date:
Place:
Seal of the Agency

(Signature of the
Bidder)
Name:
Designation
Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of
 (bidding firm name), having its registered office at (full
 address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl.No.	Financial year	Turnover
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	

(2) Average turnover of the firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.-)

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

Deviation Statement Form

The following are the particulars of deviations from the requirements of the tender Specifications.

S.No	Item Code	Description	Specification as per Tender	Deviation	Remarks (including Justification)

Place :

Date :

Signature and seal of the Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No deviations”

CERTIFICATE OF PRICE JUSTIFICATION
[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that
the rates provided are our best rates and we have not given regents to any Government
Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

BANK GUARANTEE FORM

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,
All India Institute of Medical Sciences
Mangalagiri - 522503

In consideration of All India Institute of Medical Sciences, Mangalagiri [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. _____ (Rupees _____) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. _____ (Rupees _____) as required under the terms and conditions of contract / work order no dated _____ [hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. _____ (Rupees _____) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertakes to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.
3. We _____ the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or

disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The AO (Procurement) Officer, All India Institute of Medical Sciences, Mangalagiri.
8. We, _____ the bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name & Address

Name(s) & Designation(s)