

ALL INDIA INSTITUTE OF MEDICAL SCIENCES,

Hospital Store, 1st Floor, Near Blood Bank (Main), AIIMS

ANSARI NAGAR, NEW DELHI-110 029, INDIA.

E-mail: cov19.aiims@gmail.com.

SHORT TENDER ENQUIRY DOCUMENT

**(For supply of Machinery & Equipment for Covid-19
Pandemic)**




ATE No: 14/Hosp/M&E/COVID-19/2020-21

Items: Purchase of **Sensor Operated Sanitizer Dispenser Machine-85**
Nos. for COVID-19 Pandemic.

The Tender Enquiry Document includes:

- | | | |
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SECTION-I

 ALL INDIA INSTITUTE OF MEDICAL SCIENCES ANSARI NAGAR, NEW DELHI-110 029 <u>NOTICE INVITING TENDERS (NIT)</u>			
ATE No: 14/Hosp/M&E/COVID-19/2020-21			
On behalf of Director, AIIMS, Ansari Nagar, New Delhi-110 029, invites SHORT TENDER IN SINGLE BID SYSTEM (Techno-commercial & Financial Details Together) from the reputed, eligible and qualified firms/manufacturers/suppliers for Immediate purchase/supply of following Goods for AIIMS Hospital, New Delhi-29, India.			
S. No.	Brief Description of Goods	Qty.	Amount of Bid Security/EMD
1.	Procurement of Sensor Operated Sanitizer Dispenser Machine	85 Nos.	NIL
CRITICAL DATE SHEET			
Published Date & Time		16.05.2020 at 3.00 p.m.	
Date for submission of Bid		21.05.2020 12.00 to 3.00 p.m.	
Date for opening of bid		21.05.2020 at 3.30 p.m.	

Note:-

1. Quotations/Offers in sealed envelopes/e-mail of all the quoted items must reach to Stores Officer, Hospital Store, 1st Floor, AIIMS, New Delhi before the scheduled submission date and time.
2. Sealed quotations/offers of all items will be received in the office of Stores Officer and will be put up before the Technical Selection Committee as per above schedule in the Seminar Room, 1st Floor, Hospital Store (Main Hospital), AIIMS, New Delhi-29.
3. The bidders must submit copy of this tender document duly signed and stamped by the authorised signatory along with the Bid.
4. 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 Bids.
5. The tender will be published on site www.aiims.edu (tenders) and final recommendations will be published on same website (notices) only.

SECTION-II
Instruction To Bidders

A. SUBMISSION OF BIDS

**The bids are to be submitted in person or on e-mail:
cov19.aiims@gmail.com. on or before submission date & time.**

1. Documents Comprising the Bid:

The bids are invited in **Single Bid System**, (Technical and Financial Bid in single envelope) wherein the bids prepared by the bidder shall comprise the following:

- 1.1 **Technical specifications of the quoted Items** along with details i.e. **Brand name, Manufacturer & item is imported or indigenous.**
- 1.2 **Price of the quoted item(s) with all the details including Make, Model etc. of the goods offered which is to be submitted in the attached format (as per Section-VIII)**
- 1.3 Copy of Previous supply order and their “Performance Certificate” along with list of organizations where the tenderer have been supplying same/similar items etc. issued by respective institutions/Hospital to be submitted (If available).
- 1.4 Copies of Quality certification documents for each quoted items as mentioned in the specification of tender items as Section – IV.
- 1.5 The following documents, wherever applicable may also be submitted:
 - a) Technical bid (with detailed specifications of quoted product), scope of supply, Terms & conditions (including, country of origin, detailed name of OEM, warranty, payment terms, delivery period, bid validity, banker details etc).
 - b) “Technical Brochure/Catalogue of OEM of quoted goods” detailing its technical parameters.
 - c) “Tender Acceptance Form” as per Section-VII to be submitted.
 - d) Copy of GST Registration Certificate.
 - e) Bidder who quotes for goods manufactured by other manufacturer shall submit copy of “Manufacturer’s Authorization Form” as per Section-X. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer’s Authorization Form to be uploaded.
 - f) Power of Attorney (Self declared & attested) in favor of signatory of Tender/Bid and signatory of Manufacturer’s Authorization Form to be attached.
 - g) The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private institution on firm’s letter head (self attested).
 - h) The tenderer/supplier has to give an undertaking on firms letter head (self attested) for fall clause (as per Clause No 6, Part-D) i.e the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organization or any other Institute.

- (f) A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

2. Bid Currencies

- 2.1 The price of required goods must be quoted in Indian Rupees (INR) only.
- 2.2 Bids, where prices are quoted in any other way/currency shall be treated as non-responsive bid and summarily rejected.

3. Bid Prices

- 3.1 The Bidder shall indicate in the Price Schedule, all the specified components of prices shown therein including the unit prices on DDP, AIIMS, New Delhi basis, applicable GST, HSN Code, it proposes to supply against the requirement. The details about make & model, if applicable, may also be indicated. **All the columns shown in the price schedule format should be filled up.**
- 3.2 Price must be quoted at DDP, AIIMS basis.
- 3.3 If there is more than one item in the "Schedule of Requirements", the bidder has the option to submit its bid for any one or all the items.
- 3.4 The quoted prices must inclusive of installation, commissioning, supervision, demonstration and training (if applicable). No extra payment request will be considered for such services.
- 3.5 If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

4. Bid Validity

- 4.1 The bid shall remain valid for a period of at least 90 days from the date of bid submission.

5. Demonstration of Quoted goods

- 5.1 The bidder are required to keep ready their quoted equipment (Model) for physical (live) demonstration. If Committee desired to demonstrate the equipment, telephonic/email communication will be sent and only one day period will be given for bringing equipment for demonstration. In case of OEM/Supplier fails to bring quoted equipment for demonstration or fails to demonstrate features, their offer/quotation will be summarily rejected and no further request/opportunity will be considered in this regard.

6. GENERAL POINTS:

6.1 Warranty:

- a) The bidders must quote for **One year (on site) Comprehensive Warranty** as per Conditions of Contract of the Tender document for complete equipment **(Including all spares, labour and third party items)** from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- b) The warranty charges shall not be quoted separately.

- c) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.
- d) All software updates should be provided free of cost during Comprehensive Warranty period.

6.2 After Sales Service:

After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/Indian Agent. Undertaking by the Principals in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for at least 5 years from the date of supply of equipment.

6.3 Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the User Department.

6.4 The rates of Comprehensive Annual Maintenance Contract (CAMC) may be quoted for 2nd to 5th years as per tender condition of subject equipment:

- a) **The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include 4 (four) preventive maintenance and testing, calibration as per technical/ service/operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period (one year) may be quoted for next four years on yearly basis for complete equipment including third party items as per Price Schedule.**
- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on "Net Present Value" (NPV) of the Comprehensive Annual Maintenance Contract Charges (CAMC) quoted for **2nd years to 5th years after the warranty period (i.e. 1 year) shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum.** However the payment of CAMC shall be made to the successful bidder at approved rates.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5 % of the cost of the equipment (as per Performa given in Tender document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakhs.
- e) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.
- f) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.

- g) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.

6.5 Uptime & Downtime Penalty Clause:

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.

6.6 Installation:

The supplier firm has to install their items at free of cost at AIIMS different locations/areas of AIIMS.

B. BID OPENING

1. Opening of Bids

Bids will be opened after due time and date as defined in the Critical Date Sheet, in presence of authorized representatives of bidders who will be present at the scheduled time.

C. SCRUTINY AND EVALUATION OF BIDS

1. Basic Principle

Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

2. Scrutiny of Bids

- 2.1 All the bids received within the stipulated period of bid submission, shall be opened by the designated committee in presence of authorized representatives of bidders who will be present at the scheduled time. After opening, the Bids (single envelop with Techno-commercial & financial details together) shall be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 2.2 In the absence of submission of the documents as detailed above under clause No.1 Section-II (A) above and the following documents, bid shall be declared non-responsive during the evaluation and will be ignored;
- i) Tender Acceptance Form as per Section-VII (signed & stamped) not uploaded.
 - ii) Bid validity is shorter than the required period.
 - iii) Manufacturers Authorization Certificate (As per tender format)
 - iv) Non-compliance of Warranty & CAMC conditions.
 - v) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
 - vi) Poor/unsatisfactory past performance.
 - vii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/AIIMS, New Delhi.

- viii) Bidder has not agreed for the delivery terms and delivery period.
- ix) If quoted model is not meeting the desired quality as per Technical Specification.

3. Evaluation of Bids

For all the bids found to be responsive after scrutiny on the basis of pre-qualification documents, the evaluation will be done as under:

- 3.1 Ranking Statement of all the bids will be prepared on the basis of rates quoted.
- 3.2 Preliminary/Commercial Examination of bidders in the zone of consideration shall be done and unresponsive bidders shall be rejected. Conditional bids shall be summarily rejected.
- 3.3 Convey in cases, where there is discrepancy between quoted prices in figures and that in words.
- 3.4 Evaluation sheet shall be prepared on the basis of technical evaluation (strictly on the basis of Technical specifications compliance). If desired by committee, demonstration will be invited and would be part of evaluation & selection.
- 3.5 After technical evaluation, the bidders shall be intimated regarding the acceptance/rejection of their bids. The report of the Technical Evaluation committee to reject the quotation in full or any part of the supply which is not confirming to the specification or other terms and conditions, shall be final and binding.
- 3.6 The bidders who are found to be technically and commercially responsive shall be intimated and letter of intent to the bidders will be issued.
- 3.7 The contract shall be awarded to the L-1 bidder for the entire quantity as per schedule of requirement.

4. Item-wise Evaluation

- 4.1 In case the Schedule of Requirements contains multiple items, the responsive bids will be evaluated and compared separately for each item.

5. Ranking:

The ranking will be considered by including DDP price, GST, CAMC charges (Net Present Value) & GST on CAMC.

6. Alternative Models

- 6.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the Tender document of same manufacturer with single Bid Security.
- 6.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised tender enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised tender enquiry.
- 6.3 One Principal/OEM cannot authorized two agent simultaneously for the same item against same Advertised tender enquiry.

7. Performance Security:

- 7.1 Within Thirty (15) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract,

valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

- 7.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

- 7.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CAMC security as per Performa in Section IX, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

- 7.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (5) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

- 7.5 The supplier shall enter into Comprehensive Annual Maintenance Contract as per the 'Contract Form with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.

- 7.6 the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CAMC security in favour of concerned Director AIIMS/ Chief of Centres/MS of Hospital/ Head of the Department/ Dean as per the format.

8. Terms of Delivery:

The ordered Goods shall be delivered by the supplier in accordance with the terms of delivery i.e. 15 days from the date of supply order.

9. Liquidated Damages

- 9.1 If the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract.

D. AWARD OF CONTRACT

1. Issue of Purchase order:

Promptly after issue of letter of intent, the Purchaser will prepare and mail the supply order duly completed and signed, to the successful bidder by e-mail.

2. Terms of Delivery

Goods shall be delivered by the supplier/OEM on "Free Delivery at Site" basis within specified Delivery Period mentioned in the Purchase Order (within 15 days from Purchase order),

3. Prices

Prices quoted by the bidder shall remain firm and fixed for a period of 03 months and Institute reserves the right to place supply orders, as per requirement on the same rates, terms and condition.

4. Payment Terms

- 4.1 (i) 75% payment would be made on receipt of goods in good condition and acceptance, and upon the submission of the following documents:

Original copies of supplier's invoice showing Rate Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount.

(ii) Balance 25% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable)

Or

(iii). 100% payment will be released after supply, Installation, testing & Inspection note released by the concerned user department/store and against submission of Performance Bank Guarantee of 10% order value valid upto 90 days beyond warranty period.

(iv) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against "Installation and Acceptance Certificate" to be issued by the End User through Wire Transfer/PFMS mode.

- 4.2 Any request/condition for advance payment (part/full) is not acceptable.

- 5.** Quantity shown in the Schedule of Requirement (Section-III) is approximate quantity and can be increased or decreased to any extend depending on the actual requirement.

6. Fall Clause:

Fall clause is a price safety mechanism. The fall clause provides that if the Rate Contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the Rate Contract/Purchase Orders, at a price lower than the Rate Contract/Purchase Orders price, to any person or organization during the currency of the Rate Contract , the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract/Purchase Orders and the Rate Contract/Purchase Orders amended accordingly.

SECTION – III
SCHEDULE OF REQUIREMENTS

Sl. No.	Brief description of goods	Consignee/User department	Qty.	Warranty Period	CAMC period after warranty
01.	Sensor Operated Sanitizer Dispenser Machine	Hospital Store	85	01	04

Terms of Delivery:

DDP, AIIMS, New Delhi basis.

Delivery Period:

The supplier must supply the ordered equipment/instruments (complete supply) within 15 days period from the date of supply order.

SECTION – IV
(TECHNICAL SPECIFICATIONS)

F.No. 14/Hosp/M&E/COVID-19/2020-21

Item Name: Purchase of Sensor Operated Sanitizer Dispenser Machine-85 Nos. for different areas at AIIMS, New Delhi-29.

Technical Specifications:

Sr. No.	Specifications
1.	Should have and infra red sensor.
2.	Light weight and wall mountable.
3.	Easy to refill without demounting the equipment.
4.	Capacity 8-10ltrs.
5.	Should be able to dispense isopropyl alcohol or ethanol.
6.	Spray amount 2ml.
7.	Sensing range at least 8-10cm.
8.	Should be supplied with a DC adaptor.
9.	Demonstration of quoted item would be mandatory.

SECTION – V

Qualification Criteria

1. In case the manufacturer does not quote directly, they may authorise their authorized agent as per Proforma of “Manufacturer Authorization Form” as given in the Advertised tender enquiry Document to quote and enter into a contractual obligation.
2. The Manufacturer should have supplied and installed at least one unit in last Five years from the date of Bid Opening, similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma of Section-VI.
4. The Bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly signed along with the bid.

SECTION-VI

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

STE No. : _____
 Date of Bid Opening : _____
 Name and address of the Bidder : _____
 Name and address of the Manufacturer : _____

Order placed by (full address)	Order no. and date ##	Description (Model No.) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning Satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Seal of the Bidder _____

SECTION – VII
TENDER ACCEPTANCE FORM

To _____

**The Director,
All India Institute of Medical Sciences
Ansari Nagar, New Delhi-110 029 India.**

Ref. Your ATE No. _____ due for opening on
_____ *insert date*

We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules and made part of this bid. If our bid is accepted, we undertake to supply the items for which Rate Contract has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to keep our bid valid for acceptance as required in the “Instruction to Bidders”, for subsequently extended period, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised short tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central Govt. Ministries/AIIMS, New Delhi.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment/ corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser.

Name: _____

Business Address _____

Place: _____

Contact No. _____

Date: _____

SECTION – VIII

PRICE SCHEDULE FORMAT
(TO BE FILLED ON FIRM'S LETTER HEAD)

Tender Ref. No. 14/Hosp/M&E/COVID-19/2020-21

Subject: Procurement of Sensor Operated Sanitizer Dispenser Machine-85 Nos.

Bidders Ref. No.

Dated.

1	2	3	4	5	6	7	8.
S.No.	Description of Goods	Quantity required as per tender	Make & Model:	Unit Price (INR)	GST %	Net unit price (Inclusive of GST upto Consignee site)	Total price (INR) ((3x7)
1.	Sensor Operated Sanitizer Dispenser Machine.	85 Nos.					

CAMC charges for above equipment:

Years	Item name	Unit CAMC prices (INR)	GST on CAMC charges (%)
2 nd year			
3 rd year			
4 th year			
5 th year			

Name & Detail of Business Organisation.....

.....
.....

Signature of Authorised Signatory

SECTION - IX

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
(hereinafter called the "Bidders")
has submitted its Bid dated _____ for the
supply of _____
(hereinafter called the "Bid")
against the purchaser's ATE No. _____

Know all persons by these presents that we _____
having our registered office at _____
(Hereinafter called the "Bank")
are bound unto AIIMS, New Delhi
(hereinafter called the "Purchaser")
in the sum of _____ for which payment will and truly to
be made to the said Purchaser, the Bank binds itself, its successors and assigns by
these presents. Sealed with the Common Seal of the said Bank this _____ day of
_____ 20____.

The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a. If the bidder fails or refuses to furnish the performance security for the due performance of the contract or
 - b. If the bidder fails or refuses to accept/execute the contract or
 - c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force upto _____ (insert date of additional forty-five days after Bid validity) and any demand in respect thereof should reach the Bank not later than the above 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 Branch)

SECTION - X
MANUFACTURER'S AUTHORISATION FORM

The 'Director,
All India Institute of Medical Sciences
Ansari Nagar, New Delhi-110029, India.

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the bid*) having factories at _____, hereby authorize Messrs _____ (*name and address of the agent*) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):
_____ (*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 5 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

We also confirm that in case we change appointed Indian agent during Comprehensive warranty/CAMC period, all accepted liabilities will be fulfilled/accepted by me (OEM) or our new appointed Indian agent without any additional cost and conditions.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

- Note: 1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.

SECTION – XI
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CAMC SECURITY

WHEREAS _____ (Name and address of the supplier)
(Hereinafter called “the supplier”)

has undertaken, in pursuance of Purchase Order/ Contract
no _____ dated _____ to supply _____ (*insert
description of goods 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 by a scheduled commercial
bank recognized by you for the sum specified therein as security for compliance
with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to
you, on behalf of the supplier, up to a total of _____ (*insert
Amount of the guarantee in words and figures*), and we undertake to pay you,
upon your first written demand declaring the supplier to be in default under the
contract and without cavil or argument, any sum or sums within the limits of
(amount of guarantee) as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms
of the contract to be performed there under or of any of the contract documents
which may be made between you and the supplier shall in any way release us
from any liability under this guarantee and we hereby waive notice of any such
change, addition or modification.

This guarantee will remain in force upto _____ (*insert date of additional
Ninety days after completion of satisfactorily warranty period in case of
Performance Security and additional Ninety days after completion of satisfactorily
CAMC period in case of CAMC security*) and any demand in respect thereof should
reach the Bank not later than the above 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 Branch

SECTION-XII

CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT(CAMC)

Comprehensive Annual Maintenance Contract No. _____
Dated _____

Between

Director, AIIMS, NEW Delhi-29

And

(insert Name & Address of the Supplier)

Reference: Contract/ _____ Purchase _____ Order
No _____ dated _____ for supply,
installation & commissioning, Training and CAMC of goods & services

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1	2	3	4					5	6
Schedule No.	Brief description of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs					GST Value in Rs (___ %)	Total CAMC Cost for 5 Years with GST (3) X [(4a+4b+4c+4d+4e) + (5)]
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	d	e		

Total value (in figure) _____ (In words) _____

- b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of)
- c) The cost of Annual Comprehensive Maintenance Contract () which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- f) All software updates should be provided free of cost during CAMC period.
- g) The Bank Guarantee valid till _____ [(fill the date) 3 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XIV of the Tender Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be en-cashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

(Signature, name and designation of the Store Officer/ASO of the Purchaser)

(Signature, name and designation of the F&CAO of the Purchaser)
For and on behalf of Director, AIIMS

(Seal of the Purchaser)

Date: _____

Place: _____

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of _____
(Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

Note:- The contract will be prepared on Non-judicial Stamp paper (currently of value of Rs. 100)