

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,  
Store Section, CNC New Private Ward, 1<sup>st</sup> floor,  
ANSARI NAGAR, NEW DELHI-110029, INDIA.**

## **SCOPE OF SUPPLY**



**Bid/RA for Purchase of Ventricular assist device system – 01 Nos in  
CTVS, CNC Department.**

**(Prospective bidders have to comply with following terms while quoting for the items  
to be procured)**

### **CRITICAL DATE SHEET**

Pre Bid Meeting: <b>NA</b>
Venue: <b>NA</b>

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### **1. Bid Validity**

The bid shall remain valid for acceptance for the period given in bid document. In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed through GeM Portal. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further.

### **2. Purchaser's Right to accept any bid and to reject any or all bids.**

The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bid process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

### **3. Patent Rights**

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

### **4. Packing and Marking**

- a) The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- b) The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

#### **Packing instructions:**

- c) Unless otherwise mentioned in the Technical Specification, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
  - a) Contract number and date
  - b) Brief description of goods including quantity
  - c) Packing list reference number
  - d) Country of origin of goods
  - e) Consignee's name and full address and
  - f) Supplier's name and address

### **5. Inspection, Testing and Quality Control**

- a) The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and from Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period.”

- b) The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- c) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- d) In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- e) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- f) The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
- g) "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."
- h) Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.
- i) Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

#### **6. Insurance**

- a) The supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- b) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

## **7. Spare parts**

- a) If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- b) The spare parts as selected by the Purchaser/End User to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- c) In case the production of the spare parts is discontinued:
  - (i) Sufficient advance notice to the Purchaser/End User before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - (ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.
  - (iii) Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

## **8. Incidental Services**

The supplier shall be required to perform the following services:

- a) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- b) Turnkey work (if any).
- c) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.
- d) Supplying required number of operation & maintenance manual for the goods.

## **9. Distribution of Dispatch Documents for Clearance/Receipt of Goods**

The supplier shall send all the relevant dispatch documents well in time to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

## **10. Assignment**

The Supplier 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.

## **11. Sub Contracts**

- a) The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Supplier 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 Clause regarding "Country of Origin".

## **12. Modification of Contract**

- a) If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
  - (i) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - (ii) Mode of packing,
  - (iii) Incidental services to be provided by the supplier
  - (iv) Mode of dispatch,
  - (v) Place of delivery, and
  - (vi) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- b) In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the

Purchaser the supplier shall convey its views to the Purchaser within seven days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

### **13. Taxes and Duties**

Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

### **14. Payment Terms**

- a) Payment shall be made against submission of "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 trial run (if applicable).
- b) The payment for turnkey/ Civil/Electrical/Air-Conditioning Works shall also be made on submission of "Installation and Acceptance Certificate" by the End User.
- c) The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly/yearly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given hereunder valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CMC will be applicable in case of contract value is more than Rs. 10 lakhs.
- d) The supplier shall not claim any interest on payments under the contract.
- e) 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.
- f) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- g) While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that, payment has been fulfilled as required under the contract.
- h) While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.

### **15. Delivery**

- a) The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- b) Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
  - (i) Imposition of liquidated damages,
  - (ii) Forfeiture of its Performance Security and
  - (iii) Termination of the Contract for default.
- c) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

- d) When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- e) The Purchaser shall recover from the supplier Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- f) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- g) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.
- h) The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

#### **16. Passing of Property**

- a) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.
- b) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- c) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

#### **17. Liquidated Damages**

- a) 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 0.25% 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 5% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract.
- b) During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under clause 16 above shall also apply.

#### **18. Termination for Default**

- a) The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.
- b) The Performance Security in such cases will be forfeited.
- c) Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

#### **19. Termination for Insolvency**

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

#### **20. Resolution of Disputes**

- a) If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- c) In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- d) **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- e) **Jurisdiction of the court** will be from the place where the Tender Document has been issued, i.e., New Delhi, India
- f) **Applicable Law:** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

### **21. Withholding and Lien in respect of sums claimed**

- a) Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
- b) It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

### **22. Fall Clause**

Fall clause is a price safety mechanism. The fall clause provides that if the 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 contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

### **23. LIST OF REQUIREMENTS**

<b>Item No. 1</b>	
Name of Equipment	Ventricular assist device system – 01 Nos
Consignee	CTVS,CNC Department, AIIMS, New Delhi
Total Quantity	As per bid requirement
Warranty Period	05 years (will start from the date of installation, commissioning and acceptance)
CAMC period after warranty	05 years (will start from the date of successful completion of warranty period)
Required Delivery Schedule	90 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when it is to be delivered at consignee site. Bidders may quote earliest delivery period.
Required Terms of Delivery and Destination	Free Delivery at Consignee's Site(s)

Installation and Commissioning	Shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later.
Scope of Incidental Services	Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc.
Turnkey Work (if any)	As per details in Technical Specification

## **24. Technical Specifications:**

### **Technical Specifications of Ventricular assist device system – 01 Nos in CNC Department**

#### **General requirements for the vendor:**

1. Warranty of the equipments should be 5 years
2. After warranty period of 5 years, CAMC (Comprehensive Annual Maintenance Contract) with labour should be quoted for next 5 years (from 6 to 10 years).
3. All the installation and assembly should be done with existing power supply
4. Suitable electric wiring should be provided from the distribution box (DB) point through the existing system as per the load requirement
5. The vendor will have to certify the minimum local content of the whole requirement in keeping with Order No. P-45021/2/2017-PP (BE-II) dated 04<sup>th</sup> June, 2020 issued by Ministry of Commerce and Industry, department for Promotion of Industry and Internal Trade (Public Procurement Section).
- 6. There should be adequate provision and all preventive measures should be taken to prevent entry of rats and insects through the duct or drainage system.**

#### **Specification :**

#### **Category One : 3<sup>rd</sup> Generation (for small and large adults, BSA 1.2 or more)**

1. The pumps should be capable of being used in patients with BSA of 1.2 and more.
2. Should allow complete intrapericardial implant.
3. VAD pump should be of continuous flow and centrifugal type.
4. VAD pump volume to be 50cc, **weight not more than 160gms** and **inflow diameter not more than 50 mm.**
5. VAD pump flow range 0 to 10 l/m
6. VAD **outflow graft 10 -14 mm**
7. VAD pump design to be based on two stators.
8. VAD pump should be of contactless design and moving part should not have any mechanical bearings.
9. VAD pump should have an inbuilt speed variation for better washing of the left ventricle.
10. Implantation should not involve any abdominal surgery and no pump pocket need to be made.
11. Monitor **should show real time waveforms for flow** and power to constantly monitor patient.
12. Display of trend screen flow/speed, flow/ power should be available up to 30 days.



13. Two batteries together should be able to support up to 14 hours.
14. Batteries should not need any calibration and should have a life of 500 cycles.
15. Batteries connected should be used sequentially (one at a time) and not simultaneously by the system.
16. Controller used should be microprocessor based and have LCD screen displaying pump parameters, alarms and recommended trouble shooting.
17. The backup controller should match the primary controller for patient safety.
18. Redundancies should be built in throughout the system which focus on essential performance of running the pump-motor drive power source and independent processors redundancy.
19. There should be no graft at the inflow. Graft should only be at the outflow.
20. The input cannula should have design specification to avoid tissue growth.
21. LVAD implant should be suitable for sternotomy as well as thoracotomy.
22. The Vendor will provide the Proctor and support team for the implantation.
23. A product specialist would be available in house for at least 48 h after implantation.
24. Any future upgrades to the software will be provided by the vendor free of cost.

### **3<sup>rd</sup> generation left ventricular assist device – Technical Specifications (Category 2: for adults with large body surface areas )**

- The Pump should have a full magnetic levitation technology
- Pump should be approved by FDA for intention to provide long term hemodynamic support in patient with advanced, refractory left ventricular Heart failure for either as temporary support such as bridge to cardiac Transplantation (BTT), bridge to myocardial Recovery (BTR) or as a permanent destination Therapy (DT).
- The pump should be capable of supporting patients with BSA of 1.3 m<sup>2</sup> or more
- It should be able to generate artificial pulsatility & should have textured surface in inflow & out flow conduit of the pump
- Pump should be light weight not more than 200 gms.
- External diameter should be less than 70 mm
- Pump should be able to display flow between 2.5-10 LPM
- Pump rotor should be completely suspended by magnetic forces, preventing surface to surface contact
- Pump should be able to run between 3000 to 9000 RPM & should be able to change speed with 100 RPM
- Monitor should be able to show pump parameters like RPM Flow, Power, PI, history & ability to save the data from controller & pump
- Monitor should be able to provide information of Back up batteries for controller & alarms.
- Controller used should be microprocessor based, & have LCD display pump parameters, alarms, recommended trouble shooting
- The backup controller should match to primary controller for patient safety
- Controller of the pump should be able to display last 6 alarms.
- System controller monitors performance of system, communicates to implanted VAD pump. It should continuously be able to check driveline, performs data processing & storage, fault detection & alarms.
- 2 Batteries together should be able to support for more than 16 hours
- The Driveline should consist of two cables: the Pump Cable and a replaceable Modular Cable.
- The drive line should be thin & covered with Woven polyester which encourages tissue ingrowth, reducing the possibilities of infection.
- The pump should be able to be used in any of two configurations via line power or portable Battery power.

- The pump should be provided with 8 Li Ion batteries, Battery charger, line power source (mobile power unit), 2 battery clips, shower bag & consolidated bag.
- Complete team training, proctor back up preimplant, intra operative support & post-operative log file analysis + support should be available 24\*7\*365 days
- The Vendor will provide the Proctor and support team for the implantation.
- A product specialist would be available in house for at least 48 h after implantation.
- Any future upgrades to the software will be provided by the vendor free of cost.

**Demonstration: If requested, the Technical Specification & Evaluation Committee can call the demonstration of quoted product by the firm to verify the technical specification/features of quoted product by the firm for selection/rejection before financial bid opening. Failure to arrange the demonstration if asked, shall leads to disqualification of the bid.**

**Certifications**

1. It is confirmed that the pre-requisite requirement such as site, power, water, space, manpower, electricity etc for installation of the equipment have been decided/ earmarked and will be ready before arrival of the equipment, in order to obviate any delay in installation of the equipment and the equipment will be installed immediately after receipt at AIIMS.
2. The specifications are General, Broad based and not suited in favour of any particular company/ brand.
3. It is certified that the required item is not available on GeM Portal with required specifications and other standard tender terms like warranty, CAMC, and Payment etc.

**25. Warranty:**

- a) The bidders must quote for Five years Comprehensive Warranty for complete equipment (Including all spares, labour and third party items) and Turnkey Work (if required) 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 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 liable for the excess downtime period but not more than 5% of the equipment cost. Complaints should be attended properly, maximum within 8 hrs. The firm must ensure provision of quality post sale service with 95% uptime of the equipment. The firm has to provide a replacement unit (same model) in case the time taken for repair is long.
- d) All software updates should be provided free of cost during Comprehensive Warranty period.

**26. After Sales Service:**

- a) 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 the lifetime of the equipment.
- b) Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-

- (i) All kinds of Motors.
  - (ii) Plastic & Glass Parts against any manufacturing defects.
  - (iii) All kinds of sensors.
  - (iv) All kinds of coils, probes and transducers.
  - (v) Printers and imagers including laser and thermal printers with all parts.
  - (vi) UPS including the replacement of batteries.
  - (vii) Air-conditioners
- c) The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for lifetime of the equipment.
- d) The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

### **27. Comprehensive Annual Maintenance Contract (CAMC):**

- a) Firm should quote the rates with Comprehensive 5 years warranty & post warranty 5 years CAMC (including all spares, consumables, accessories, labour, testing and calibration as per technical / service /operational manual of the manufacturer). The firm will give an undertaking that it will enter in to a 5-years CAMC at the end of warranty period (5-years) after providing a post warranty fitness report/certificate duly certified by user before release of the PBG. The Individual price of all accessories, consumables & spare parts should be quoted separately, if required during warranty & post warranty 5 years CAMC. If the price of any item is not quoted in the price list, firm has to provide the item free of cost for the life of the equipment.
- 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 NPV basis.
- 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 hereunder) 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 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 liable for the excess downtime period but not more than 2.5% of the equipment cost. Complaints should be attended properly, maximum within 8 hrs. The firm must ensure provision of quality post sale service with 95% uptime of the equipment. The firm can provide a replacement unit (same model) in case the time taken for repair is long.
- 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.

### **28. 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 leviable for the excess downtime period.
- c) Complaints should be attended properly, maximum within 8 hrs.

### **29. Turnkey Work:**

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Turnkey Work costs will be added for Ranking Purpose. The Turnkey Work should completely comply with AERB requirement, wherever required.

### **30. Demonstration**

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre determined place acceptable to the purchaser or at site (in case of non portable and heavy equipments) for technical acceptability as per the Bid Document specifications, before the opening of the Price Bid.

### 31. TENDER ACCEPTANCE FORM

(To be submitted)

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

Ref. Your Bid No. \_\_\_\_\_ due for opening on \_\_\_\_\_  
*insert date*

We, the undersigned have examined the above mentioned Bid document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bid documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form for due performance of the contract. We agree to keep our bid valid for acceptance as required or for subsequently extended period, if any, 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, until a formal contract is executed, 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 Bid.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes. We also confirm that our GeM account is neither under watch listed nor suspended and there is no severe incident is pending against us raised by AIIMS, New Delhi.

We confirm that we fully agree to the terms and conditions specified in above mentioned 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 in addition to enforcement of the bid security Declaration."

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_  
Seal of the Tenderer \_\_\_\_\_

### 32. Performa for Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To *(insert complete name and address of the purchaser)*

I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: *(insert signature of person whose name and capacity are shown)*

In the capacity of: *(insert legal capacity of person signing the Bid Securing Declaration)*

Name: *(insert complete name of person signing the Bid Securing Declaration)*

Duly authorized to sign the bid for an on behalf of *(insert complete name of Bidder)*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ *(insert date of signing)*

Corporate Seal *(where appropriate)*

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

### 33. MANUFACTURER'S AUTHORISATION FORM

(To be submitted)

**The 'Director'**

**All India Institute of Medical Sciences**

**Ansari Nagar, New Delhi-110029, India.**

Dear Sir,

Ref: Your Bid 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 Bid 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 authorized 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 required for the goods and services offered for supply by the above firm against this Bid 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 the lifetime of the equipment.

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

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs \_\_\_\_\_

[*Name & address of the manufacturers*]

- Note: 1. *This letter of authorisation 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.*

**34. 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 authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch



**35. CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)**

Comprehensive Annual Maintenance Contract No. \_\_\_\_\_  
 Dated \_\_\_\_\_

Between

\_\_\_\_\_  
 Director, AIIMS

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 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>		
			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 CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) 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 authorised 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).

### **36. FORMAT OF MODEL CERTIFICATES TO BE SUBMITTED BY THE BIDDER ON COMPANY LETTERHEAD**

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

#### **Model Certificate for Tenders**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

**[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]**

#### **Model Certificate for Tenders for Works involving possibility of sub-contracting**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

**[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]**

#### **Model Certificate for GeM:**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfil all requirements in this regard and is eligible to be considered for procurement on GeM.

**[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]**

**37. 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:

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

Authorized signatory

For and on behalf of: (Name of firm/entity)