

All-India Institute of Medical Sciences
Ansari Nagar, New Delhi-29
(RESEARCH SECTION)

Ref. No. 05/Prop/PMSD/AM/19-20/RS

Dated: 09.05.2019

**Subject: Purchase of *Electronic Nose* for the Deptt. of PMSD, AIIMS, New Delhi
on proprietary basis- Inviting comments thereon.**

The request has been received from **Dr. Anant Mohan, Professor, AIIMS** to purchase the subjected item from **M/s. Sensigent Intelligent Sensing Solutions** on proprietary basis. The proposal submitted by **M/s. Sensigent Intelligent Sensing Solutions** and Performa Invoice and Departmental PAC certifications are attached.

The above documents are being uploaded for open information to submit objections, comments, if any, from any manufacturer regarding proprietary nature of the equipment/item within issue of 15 days giving reference **No. 05/Prop/PMSD/AM/18-19/RS**. The comments should be received by office of Stores Officer (RS), Research Section at AIIMS on or before **23/05/2019 upto 12:00 noon**, failing which it will be presumed that any other vendor is having no comment to offer and case will be decided on merits.

STORES OFFICER (RS)

Encl: Related documents enclosed.

1. PAC Certificate enclosed.

2. Performa Invoice

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110029

RESEARCH SECTION

PROPRIETARY/SPECIFIC BRAND GOODS CERTIFICATE

- Item/Type/Model No. required alongwith specification. *Cyanose 320 Handheld Electronic Nose*
- Is the item a spare parts attachment or accessory for an existing equipment. *NO*
- Name of the manufacturers/supplier of the item proposed by the Indentor. *Sensigent (Intelligent Sensing Solutions)*
- Are they sole manufacturers/sole distributors of the item. *Yes*
- Is there any other item with similar/ equivalent specification available in the market to meet the job requirement envisaged. If the answer is yes, why the same can't be procured. Demanding officer should bring out comparative functional advantages/cost effectiveness of the recommended item from these offered by other. *NO*
- What were the efforts made to locate alternative source of supply or use other substitutes. *Nil*
- Why open/limited tender can't be resorted to, for locating alter native source. *Nil*
- Are the proprietary items certifying that the rates are reasonable or not. *Yes*
- Any other justification for procuring item from single source.

Signature of Indentor
(Demanding Officer)

COUNTERSIGN
(Head of the Department)
Dr. ANANT MOHAN

I certify that the item at Sr. No. 1 above is required to be procured on the basis of the source of supply is definitely known the specified brand proposed was advantages in meeting the functional requirements and limited tender system could be dispensed with as they would serve no useful purpose in this particular case.

(Strike out whichever is not applicable)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
DEPARTMENT OF PULMONARY CRITICAL CARE & SLEEP MEDICINE
Ansari Nagar, New Delhi 110 029, INDIA

Dr. Anant Mohan
MD, PhD, MPhil, FCCP(USA), FCCP(USA)
Professor & Head



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E-mail: anantmohan@aiims.ac.in

24.04.2019

Justification for the Equipment

E Nose manufactured by the Sensigent LLC is fit for our work. Sensigent is the exclusive supplier of these goods and services.

Dr. ANANT MOHAN
MD, PhD, MPhil, FCCP(USA), FCCP(USA)
Professor & Head
Department of Pulmonary & Sleep Disorders
All India Institute of Medical Sciences
New Delhi-110029

Sensigent
Intelligent Sensing Solutions

Invoice No. 1810101r1

Invoice Date: May 1, 2019

MAIL TO: All India Institute of Medical Sciences (AIIMS) Dept of Pulmonary Med and Sleep Disorders Ansari Nagar, New Delhi - 110029 India Attn: Accounts Payable Email: Tel:	SHIP TO: All India Institute of Medical Sciences (AIIMS) Dept of Pulmonary Med. and Sleep Disorders Ansari Nagar, New Delhi - 110029 India Attn: Bijay Ranjan Pattnaik Senior Research Fellow Email: bijay.pattnaik@aiib.in Tel: +91-9958947182
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Customer Purchase Order #:
Vendor Number: AIIMS - IN
Purchaser: BRP

Advance Payment Required

L. No.	PIN	Description of Material	Qty	Price USD
1	40102 0930101	Cyanose 320 Handheld Instrument	two	\$22,795.00
		CDAnalysis - Chemometric Analysis Software Package	one	Included
		***discounts applied ***		
2	training	Customer training	one	Included
3	delivery	CIP 110029 New Delhi Shipping and insurance only	one	\$528.60
5	extended warranty	Ext. Warranty - 4 yrs total *** pre-paid discount applied ***	two	\$3,980.00
		Invoice Total		\$27,303.60

SUPPLIER ADDRESS: Sensigent Attn: Accounts Receivable 1438 Arrow Hwy Suite C Baldwin Park, 91706 USA	Wells Fargo Bank, N.A. 420 Montgomery Street, San Francisco, CA 94104 Account name: Sensigent LLC Account #: 985525573 Domestic FedWire routing transit #: 121000248 International SWIFT code #: WFBUS66S
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Authorized Signature:

Michael Davis, Sensigent



Ref. Sens-MFD-0021

Date 3 July 2018

**CERTIFICATE OF USA ORIGIN AND SOLE SOURCE SUPPLY
FOR SENSIGENT PRODUCTS AND SERVICES**

To Whom it May Concern:

The following goods and services are manufactured exclusively by Sensigent LLC and only in the United States of America. Sensigent is the exclusive supplier of these goods and services worldwide. They are not available from any other source.

Cyranose® Instrument Products

including all variants, accessories and software for the Cyranose Instrument
including specifically PCnose and CDAnalysis software

eNose® Sensor Products

including all variants, accessories and software for the eNose Aqua Sensor

MSEM™ Instrument Products

including all variants, accessories and software for MSEM Instrument
including specifically MSEM and CDAnalysis software

Sensigent appreciates your business and looks forward to completing your sales transaction as expeditiously as possible and to the acceptance of all of our customers.

Sincerely,

Timothy Burch
President / CEO
Sensigent

SENSIGENT LLC TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE:** All Buyer's orders are subject to acceptance or rejection by Sensigent (Seller) and are not binding on Seller unless and until so accepted. Acceptance of an order by Seller constitutes a complete and binding contract governed by the terms and conditions of sale, along with any terms and conditions and none of Buyer's inconsistent terms, releases, and/or Invoice. Buyer accepts these terms and conditions submitted in issuing purchase orders, releases, and/or additional terms and conditions shall be valid. The acceptance of any order shipping instructions or other documents shall be valid. The acceptance of any order entered by Buyer is expressly conditioned on Buyer's assent to any additional or conflicting terms contained herein. All specification values quoted for the goods and services are typical and may change without notice at the sole discretion of the Seller without impact to the performance and utility of the goods and services. Neither party shall be bound by any change in, additions to, or waiver of any of these terms and conditions unless approved in writing by its authorized representative.
 2. **PAYMENT AND CREDIT APPROVAL:** Normal terms for domestic (US) orders are net 30 on delivery of invoice, international orders are advance payment by bank wire transfer unless other terms are approved in advance. Buyer is responsible for non-US bank fees incurred for international orders. If payment by credit card is approved, buyer is responsible for transaction fees charged to Seller for payment processing. All sums shall be payable according to the payment terms stated on Seller's Price Quotation and/or Invoice, measured from the date of Seller's Invoice. Seller's acceptance of any payment is subject to collection. Buyer's orders are subject to approval by Seller's Credit Department. Seller, without prior notice, may, upon reasonable dissatisfaction with Buyer's creditworthiness, or upon late payment of any invoice or any other default by Buyer, decline to make delivery except for cash on delivery, payment in advance of shipment, or payment upon placement of order. Seller may, at its sole discretion, refuse to ship product to Buyer if Buyer is delinquent in paying invoices according to the terms specified on the invoice, if Buyer is in default on any other terms and conditions contained herein or on Seller's Price Quotation, or if the Buyer becomes bankrupt or insolvent, becomes subject to receivership or liquidation, makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course. Buyer agrees to cooperate with Seller by providing financial information requested by Seller. Buyer agrees to disclose other information as requested by Seller to enable Seller to make credit decisions.
 3. **WARRANTY:** The Seller warrants that Warranted Goods shall not fail to function in accordance with the seller's specifications because of defects in material or workmanship, for one year from the date of purchase. The foregoing warranty is expressly in lieu of all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, or any other matter with respect to the goods are excluded and shall not apply to the goods sold. The warranty undertaking in this agreement does not apply to any goods that have been subjected to accident, disaster, loss or damage during shipment, neglect, misuse, improper installation, corrosive atmosphere harmful to electronic circuitry, excessive electromagnetic fields, failure or insufficiency of electrical power or unusual electrical surge or shock, nor to dysfunction or malfunction of, or caused by, any other equipment or device (other than equipment or devices you have purchased from us) to or in which such goods have been attached or installed.
- Seller's employees, agents and/or representatives may have made oral statements about the goods sold or to be sold. Such statements DO NOT constitute warranties and ARE NOT part of a sales Contract. Seller's liability to Buyer, their agents, employees, customers,

assigns, successor or other related parties for any and all losses or damages resulting from Seller's breach of a sales Contract, whether in tort or in contract or otherwise, shall be limited to the replacement of a like quantity of goods sold and IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR CONTINGENT DAMAGES (including, without limitation, loss of anticipated profits, business interruption, loss or use or revenue, litigation costs, cost of capital, Buyer's fixed costs, or avoidable costs).

4. TAXES: In addition to the purchase price listed on Seller's Price Quotation and/or Invoice, Buyer shall reimburse Seller the amount of all federal, state, local or foreign governmental taxes, excises, duties and/or other charges (excepting taxes on or measured on Seller's net income) that the Seller may be required to pay with respect to the production, sale or transportation of any material delivered by Seller.

5. FORCE MAJEURE: Deliveries of material covered by Buyer's order may be delayed or suspended by the Seller in the event of an Act of God or Public Enemy; war; riot; fire; explosion; accident; flood; mechanical breakdown; embargo; sabotage; terrorism; Seller's inability to obtain fuel, power, raw material, labor, supplies, containers or transportation; governmental laws, regulations, orders or other actions; national defense requirements; labor trouble, strike, lockout or injunction; any of which event(s) prevent the manufacture, shipment or delivery of the goods or other events beyond the reasonable control of Seller. In no event shall Seller be required to purchase goods from other sources to fulfill the Buyer's order nor shall Seller be responsible for any costs, losses or damages of any kind or nature whatsoever, whether direct, indirect or consequential, suffered by Buyer due to delay or failure to perform as a result of any such occurrence. Seller may during the period of shortage due to any of said causes, allocate its supply of raw materials, goods, and/or labor among itself, for its own manufacturing uses, and its customers in such manner as Seller, in its sole judgment, may deem practical and/or reasonable, without liability for any failure to perform under any Buyer's order.

6. RETURNS: No material may be returned to Seller without prior permission. Buyer must first receive a Material Authorization Return number and all returned material must be shipped prepaid.

7. ASSIGNMENT OR TRANSFER: Buyer may not assign or transfer, in whole or in part, any of its rights or obligations under Seller's Price Quotation and/or Sales Contract.

8. JURISDICTION, ARBITRATION: All provisions of this sale shall be governed by and construed under the laws of the State of California. Seller shall have the right to bring suit in any court of competent jurisdiction to collect any amounts owed by Buyer to Seller, together with attorneys' fees and other costs of collection. Any and all other disputes, complaints, controversies, claims and grievances arising under, out of, in connection with, or in any manner related to this sale or the relationship of the parties hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any decision and award of the arbitrator shall be final, binding and conclusive upon the parties and said decision and award may be entered as a final judgment in any court of competent jurisdiction. Notwithstanding said Rules, any arbitration hearing to take place hereunder shall be conducted in Baldwin Park, California before one (1) arbitrator who shall be an attorney who has substantial experience in commercial law, unless Buyer and Seller mutually agree otherwise. The fees and expenses of the mediator shall be split and paid equally by Buyer and Seller. Buyer and Seller shall pay its own attorneys' fees, costs and expenses of such arbitration. Either party may apply

to any court of competent jurisdiction for injunctive relief or other interim measures in aid of the arbitration proceedings, or to enforce the arbitration award, but not otherwise. The arbitrator shall not be authorized or empowered to award punitive, exemplary, consequential or special damages or attorneys' fees and Buyer and Seller expressly waive any claim to such damages or fees.