## 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 <u>on proprietary basis- Inviting comments thereon.</u>

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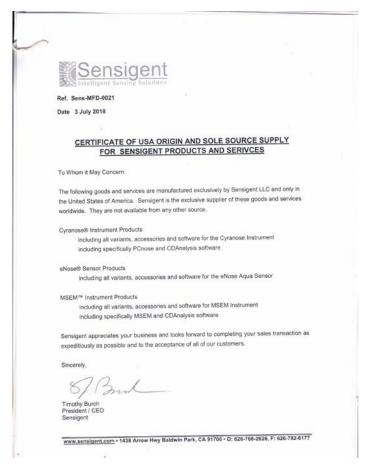
The request has been received from **Dr.Anant Mohan**, **Professor**, **AIIMS** to purchase the subjected item from **M/s.Sensigent Intelligent Sensing Solutions** on proprietary basis. The proposal submitted by **M/s.Sensigent Intelligent Sensing Solutions** and Performa Invoice and Departmental PAC 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 <u>23/05/2019</u> upto <u>12:00 noon</u>, 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)** 

<u>Encl</u>: Related documents enclosed. 1. PAC Certificate enclosed. 2. Performa Invoice

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Are they sole distributors o	e manufacturers/s of the item.	sole	Hes				3			24.04.20
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			e.te			E Nood ma	Just nufactured by the Sensi	ification for the E		
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 Sensigent (Seller') and are not binding on Seller unless and unit so accepted. Acceptance of 
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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, in accordance with the seller's specifications because of defects serversally in lieu of all for one year from the date of purchas. 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 goods that have been subjected to accident, disaster, loss or damage during shipment, neglet, missue, improper installation, corrosive atmosphere harmful to electronic circuity, neglet goods of the stallation or insufficiency of electrical power or unusual excessive electromagnetic fields, failure or insufficiency of electrical power or unusual excessive goods have been attached or installed.

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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 POR 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).

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 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.

 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.

part, any of its rights or obligations under Salier's Price Quotation and/or Sales Contract. 8. JURISDICTION, ARBITRATION: All provisions of this sale shall be governed by and construct under the laws of the State of California. Salers shall have the right to bring suit in any court of competent jurisdiction to collect any amounts owed by Buyer to Salier, 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 antization. Any decision and award of the arbitrator smalls be finals, binding and conclusive upon the parties and sale decision and award of the arbitrator shall be final, binding and conclusive upon the parties and sale decision and award thay be entered as a final judgment in any court of competer jurisdiction. Novinkinanding sale Aules, any arbitration hanging to take place hereunder shall be conducted in Baldwin Park, California before one (1) antitrator who shall be an attorney who mas substantial experiance in of the mediator shall be splant dang ad equality by Buyer and Seller. Buyer and Seller, Buyer of the mediator shall be splant dang ad equality by Buyer and Seller. Buyer and Seller, Buyer and Seller. Buyer and Seller mutually agree otherwise. The fees and expenses of the mediator shall be splant dang ad equality by Buyer and Seller. Buyer and Seller, Buyer and Seller. Buyer and Seller.

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 removered to award punitive, exemplary, consequential or special damages or attorneys' fees and Buyer and Seller expressly waive any claim to such damages or fees.