All India Institute of Medical Sciences

Rishikesh-249203

Tender document for procurement of Surgeon Chair Advance for Division of Organ Transplant, AIIMS Rishikesh

Ref. No.	**24/ Organ Transplant/ Surgeon Chair/ 905/2026-Rish (Admn)**
Publishing Date	14/09/2026
Pre-Bid Meeting	21/09/2026 at 4:00 PM
Bid Submission Start Date	23/09/2026
Last Date of Bid Submission	05/10/2026
Bid Opening	07/10/2026

Tender documents may be downloaded from institute's web site www.aiimsrishikesh.edu.in (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app

TENDER NOTICE

Procurement of Surgeon Chair Advance for Division of Organ Transplant, AIIMS Rishikesh – 249203

E-tenders in Two Bids (Technical & Financial) basis are invited on behalf of the Executive Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer or their authorized distributors/dealers for providing the item of procurement of Surgeon Chair Advance for Division of Organ Transplant, AIIMS Rishikesh.

Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

1. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0135-2462915.

2. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app'.

3. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. **Tender fee- Zero.**

5. **EMD (Bid security deposit)- Rs. 14,000.** Hard Copy of EMD must be delivered to AIIMS Rishikesh on or before last date/time of Bid Submission. The bid without EMD will be summarily rejected. The scanned copy of the EMD instrument must be attached with the technical bid.

6. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

7. Any future clarification and/or corrigendum(s) shall be communicated through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app or AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in.The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.

8. Bidder should necessarily enclose a covering letter mentioning a summary of applied documents with proper numbering. Secondly, the bidder should attach a compliance sheet as per specification given in Tender document and corrigendum published in this regard, if any; mentioning that whether their bid complies with all the specifications or have any variation; in case there is any variation, it should be mentioned clearly.

9. The pre bid meeting would be held on **21/09/2026 at4:00 PM** in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on their Firm's letter head.

10. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the

terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.

11. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

12. Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified.

13. The successful bidder has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender in his favor and also required to furnish the **Performance Security Deposit @ 05%** of contract value in the form of FD/BG valid for **three months extra of the contract period,** from any Nationalized/Schedule bank duly pledged in favor of AIIMS, Rishikesh & payable at Rishikesh only.

14. The Performance Security Deposit shall be forfeited if successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

15. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from the published date of opening of the tender and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained.

16. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for Clarification and the response shall be in writing but <u>no change in the price or substance of the bid offered shall be permitted.</u>

17. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest price as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.

18. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting**. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

19. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.

20. The tender form is not transferable.

21. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.

22. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.

23. Installation at consignee's site should be free of cost immediately on arrival of equipment at consignee's site.

24. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged in addition to the cost of re- tender. The supplier is required to provide the demonstration of equipment at AIIMS premises to the AIIMS representatives for its evaluation as per the specification & desired functionality standard. However, a submission of videography displaying functionality as per tender specification may also be considered by the AIIMS representative.

25. In case the bidder on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Rishikesh) may recover from the tender the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the order goods the supply order may be cancelled and Performance security deposit will be forfeited.

26. Where the specifications are as per tenderer's range of products the tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should be brought out on separate Letter Head of the firm. It would be discretion of the competent authority of the institute to accept or reject such deviations which are not in accordance with our required specifications as given below the financial bid**.**

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27. It must be mentioned clearly whether bidder is a manufacturer/sole distributor/ sole agent for the items for which he is quoting.

a. ***Manufacturer*** must add a certificate that item(s) is manufactured by them as per range of products.

b. ***Sole Manufacturers*** must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other INI's/State/Centre Govt./reputed Private Organization for the similar item(s) and these are not higher than those quoted by them.

c. ***Authorized* agents** must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals signed by a competent person and comes in Performa given in attach at **annexure-II**. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.

28. **Turnover provisions: -** (i) The tenderers shall submit, along with the tender, a copy of the average annual turnover statement for the last three financial years, duly certified by a Chartered Accountant, in the prescribed formats as per Annexure-III (for Bidder) and Annexure-IV (for OEM). Failing this, the bidder shall not be considered for administrative evaluation during technical bid evaluation and shall be declared disqualified.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

(iii) In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier)* in support to its turnover whatever amount is getting short.

(iv) There will be relaxation on turnover on *case to case* basis for **Start-up firms** registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.

29. **Sample/demonstration: -** In case, the item required prior submission of sample/ performing demonstration, tenderer will have to submit sample/perform demonstration of the equipment/item to the

competent authority of the institute, the bidder will have to bear all the expenses for the same. Non submission of sample/non performing demonstration will disqualify the bidder in the technical bidding process and financial bid of the bidder will not be opened.

30. The tenderer hereby guarantees that the equipment supplied to the Institute (purchaser) under the Contract shall be of the best quality/latest version and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender Document. The date of manufacturing of the equipment/goods supplied will not be more than 3 (Three months) old. The tenderer will have further guarantees that the said equipment would continue to conform to the description and quality aforesaid for a period of two (2) years guarantee period (As per MoH&FW guidelines), from the date of installation of the said equipment to the purchaser and notwithstanding the fact that the Purchaser (Inspector) may have inspected and /or approved the said equipment, if during the aforesaid period of two years the said equipment be discovered not to confirm to the description and quality as required as per specification or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the tenderer and the Purchaser shall be entitled to call upon the tenderer to rectify the equipment or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the tenderer and in such an event, the above mentioned warranty period shall apply to the equipment replaced from the date of replacement thereof. In case of failure of the tenderer to rectify or replace the equipment, within specified time, the purchaser shall be entitled to recover the cost with all expenses from the tenderer for such defective equipment.

31. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which, the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature /catalogues must be attached with the tender in original, failing which, tender may be disqualified.

32. **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.

33. The equipment installed should be up for 95% of the total warranty time. If the equipment is down for more than 5% suitable action shall be taken against the supplier as follows:

Up to 20 days	1% or 5,000/- whichever is higher
After that every slab of 20 days	2% or 10,000/- whichever is higher

34. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

35. In case the vendor fails to supply the spare parts or fails to provide the agreed maintenance during the prescribed period, as per the terms of contract, the purchaser is automatically entitled to procure the required parts and hire services from the market at the risk and cost of the vendor, such inability of bidder will entail forfeiture the security deposit. The purchaser also reserves the right to terminate the contract on immediate notice, if the vendor fails to comply with this clause for more than one instance.

36. **Liquidated damage/demerge: -** The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. The supply of equipment must be in single consignment, inclusive of all parts &

accessories in adherence to the specification so as to make the equipment fully functional at the time of the installation. No installation report shall be signed in case of absence of any part as per the specification.

37. **Legal Jurisdiction: -**The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

38. (i) **AWARD OF CONTRACT:** The Institute shall consider placement of orders for jobs to those bidders whose offers have been found technically and Financially Acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder. L1 will be decided on individual item basis.

(ii) PURCHASE PREFERENCE TO LOCAL SUPPLIERS: In pursuance of Government of India's Order No. P-45021/2/2017-PP (BE-II) dated 16-Sep-2020 (as amended from time to time) and F. No.: Z. 28018/67/2017-EPW dated 24-Jun-2020 (revised), purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.

(iii) MINIMUM LOCAL CONTENT: The minimum local content shall as per Government of India's Order No. P-45021/2/2017-PP (BE-II) dated 16-Sep-2020 (as amended from time to time) and F. No.: Z. 28018/67/2017-EPW dated 24-Jun2020 (revised), till the Nodal Ministry prescribes a higher or lower percentage.

(iv) MARGIN OF PURCHASE PREFERENCE: The Margin of Purchase Preference shall be 20%. The Local supplier whose quoted price falls in the Margin of Purchase Preference desirous of claiming benefit of the Order No. P-45021/2/2017-PP (BEII) dated 16-Sep-2020 (as amended from time to time), shall submit an undertaking within 7 days of opening of Financial Bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given Purchase Preference.

Applicable Law:

39. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

40. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

41. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Executive Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

42. At the time of awarding the contract, the purchaser reserves the right to increase or decrease up to twenty-five (25%), the quantity of goods (round of to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

I / We hereby accept the terms and Conditions given in the tender

_____

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

(B) Financial terms and conditions

1. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Rishikesh (Site of installation/Use). Rates should be mentioned both in figures and in words.

3. **Guarantee / Warrantee Period**: The Tenderers must quote for 2 years' comprehensive warranty (Including all Spares, Accessories software application, if any and Labor) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the bidders are requested to submit their quote (Rates) for subsequent 8 years Comprehensive Maintenance Contract (CMC) (Including All Spares, Accessories software application, if any and Labor). Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taken into account on basic price and post warranty CMC.

4. **Custom Clearance**: For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of supplier. The supplier undertakes to fully co-operate to avoid any fine, demurrage or other charges and shall indemnify AIIMS Rishikesh in case of any such failure. Transportation of goods up to AIIMS, Rishikesh and its successful installation and commissioning demonstration (and training, if required) is also the responsibility of the supplier. All charges/ expenses incurred in this process will be borne by the supplier and after submission of deposit slips of custom clearance and transportation charges will be reimbursed to the supplier if said provisions are to be shown separately in the financial bid.

5. **Payment terms:** 100 % payment against the bill submitted by the firm upon receipt of material in satisfactory condition in central store.

6. **L1 Clause**: L1 firm will be decided on the basis of Total Price in addition with the CMC charges quoted by the firm. The CMC charges should be quoted separately in format provided in pdf.

NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYBALE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC

Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.

I / We hereby accept the terms and Conditions given in the tender

_____

(Signature & Stamp of the bidder

CHECKLIST DOCUMENT & TECHNICAL BID

(Checklist Documents (S. No. 1-11) to be attached with the Technical Bid compliance document)

1	Firm Name, Status & Complete Details of Manufacturer / Authorized Dealer / Distributor / Agency as per format given in **Annexure-I.**	
2.	Authorization letter to the bidder by their OEM to bid in this tender (with validity period). **Annexure-II**	
3	**Turnover** a. Average of Last three years' turnover statement duly certified by Chartered Accountant as per format given in **Annexure-III** (Not less than Rs. 3,50,000 for Bidder) & **Annexure –IV** (Not less than Rs. 7,00,000 For OEM). (FY- 22-23, 23-24 & 24-25) b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover. d. Start-ups may submit its Start-up Registration for consideration *(Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not be mandatory)*	
4	Notarized affidavit on INJ stamp paper of Rs. 100/- for miscellaneous declaration as per format given in **Annexure - V**	
5	Integrity pact to be signed by bidder in the format given in **Annexure-VI**.(On the letterhead of the company)	
6	Format for MII declaration in the format given in **Annexure-VII**. (On the letterhead of the company)	
7	Submit Valid license issued by central/state Govt. agencies (CDSCO) for import, manufacturing & sale of Equipment. Additionally, a copy of the license as available on the CDSCO Medical Devices Portal must also be provided.	
8	Format for Self- Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) in the format given in **Annexure-VIII**. .(On the letterhead of the company)	
9	Submit **two performance certificates from two different customers along with the corresponding purchase orders** for the supplied items, as evidence that the OEM has previously supplied these items to government or reputed private organizations in last 03 years	
10	EMD (Bid Security amount)- **Rs. 14,000** /- in the form of FD/BG. Scanned copy of EMD is also to be attached. The Hard Copy of original document in respect of earnest money deposit etc. must be delivered to the AIIMS Rishikesh on or before the due date of Bid Submission as mentioned above. The bid without EMD, wherever exemption not allowed/ applicable, will be summarily rejected.	
11	Acceptance of terms & Conditions. Please sign each page of terms & conditions as token of acceptance and submit as part of tender documents with technical bid.	

Annexure – I

Details of bidder, Status & Manufacturer / Authorized Dealer / Distributor / Agency:

1. Bidder Details

1.1 **Name of the Bidder/Firm:** M/s _____

1.2 **Legal Status of the Bidder:**

☐ Proprietorship ☐ Partnership ☐ LLP ☐ Private Limited ☐ Public Limited ☐ Others (specify) _____

1.3 **Nature of Business:**

☐ Manufacturer ☐ Authorized Dealer ☐ Distributor ☐ Service Provider ☐ Others (specify) _____

1.4 **Registered Office Address:** _____

1.5 **Correspondence Address:** _____

1.6 **Telephone No.:** _____

1.7 **Email ID:** _____

1.8 **Website (if any):** _____

2. Statutory Registrations

2.1 **GST Registration No.:** _____

2.2 **PAN No.:** _____

2.3 **Registration/Incorporation No.:** _____

2.4 **MSME/Udyam Registration (if applicable):** _____

3. Details of Manufacturer (OEM)

3.1 **Name of the Manufacturer:** M/s _____

3.2 **Registered Address:** _____

3.3 **Telephone No.:** _____

3.4 **Email ID:** _____

4. Authorized Dealer / Distributor Details

4.1 **Name:** M/s _____

4.2 **Registered Address:** _____

4.3 **Telephone No.:** _____

4.4 **Email ID:** _____

4.5 **Valid Authorization Letter No. & Date:** _____

5. Declaration

I/We hereby declare that:

a) All information furnished above is true, complete, and correct to the best of my/our knowledge and belief.
b) I/We comply with all eligibility criteria as stipulated in the tender document.
c) In case any information is found false or misleading at any stage, the Procuring Entity shall be at liberty to reject/cancel my/our bid and take action as deemed fit in accordance with the provisions of General Financial Rules 2017 and guidelines of Central Public Procurement Portal.

Signature of Bidder / Authorized Signatory

Name: _____

Designation: _____

Name of Firm: _____

(Seal of the Firm)

Date: _____

Place: _____

Annexure-II

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To

The Executive Director
All India Institute of Medical Sciences
Rishikesh

Dear Sir,

TENDER:_____.

we, _____, who are established and reputable manufacturers of _____, having factories at_____ and_____, hereby authorize Messrs._____(*name and address of agents)* to bid, negotiate and conclude the contract with you against Tender No._____ for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the conditions of tender contract for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)
For and on behalf of Messrs._____
(*Name of manufacturers)/*Principal.

Annexure-III

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

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

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

Sl. No.	Financial Year	Turnover (In INR)
1.	2022- 2023	……
2.	2023- 2024	..……..
3.	2024- 2025	……

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

Signature of CA (with stamp of Firm) ……

Name- ……

(Registration No .....)

(Chartered Accountant)

UDIN No.- ……

Date-…….

Place-……

Annexure-IV

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of ..... (**OEM name**), having its registeredoffice at ..... (**full address of manufacturer**) and do hereby certify that:

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

Sl. No.	Financial Year	Turnover (In INR)
1.	2022- 2023	……
2.	2023- 2024	..……..
3.	2024- 2025	……

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

Signature of CA (with stamp of Firm) …….
Name- ……
(Registration No.....)
(Chartered Accountant)

UDIN No.- ……

Date-…….

Place……

Annexure-V

NOTARISED AFFIDAVIT

(On Rs. 100/- Non-Judicial Stamp Paper)

TENDER NO.: _____

I, _____(Name), _____(Designation), duly authorized representative of _____(Name of Proprietorship/Firm/Company/Agency), do hereby solemnly undertake, affirm, confirm and declare as under:

1. Authority

a. That I am fully competent and duly authorized to swear this Affidavit on behalf of the Proprietorship/Firm/Company/Agency and to bind the same.

2. Price Declaration

a. That our Proprietorship/Firm/Company/Agency has not quoted a price in this tender higher than the price at which the same goods/services were supplied to any Government Institute/Organization/Reputed Private Organization during the last two years.
b. In case it is found at any stage that lower rates were quoted to any Government/Private Institute, we shall refund the excess amount charged to AIIMS Rishikesh. AIIMS Rishikesh reserves the right to impose a suitable penalty as deemed appropriate.

3. Warranty & CMC

a. We undertake to provide complete warranty for all equipment/items for a period of 2 (Two) years followed by Comprehensive Maintenance Contract (CMC) for a further 8 (Eight) years (i.e., from 3rd to 10th year).
(Not applicable for service contracts and consumable items/equipment.)

4. Spare Parts & Accessories

a. We undertake to supply spare parts and accessories for the next 10 (Ten) years at reasonable prices, supported by suitable benchmarks from Institutes of National Importance/Reputed Institutes.
(Not applicable for service contracts and consumable items/equipment.)

5. Criminal Case Declaration

a. That no criminal case is pending against our Proprietorship/Firm/Company/Agency or any of its authorized signatories with any Police Authority or Court of Law, at the time of submission of bid.

6. Blacklisting Status

a. That our Proprietorship/Firm/Company/Agency is not blacklisted or debarred by any Government Department, Organization, or Institution at the time of submission of this bid.

7. Authenticity of Documents

a. All details, information, and documents furnished in the bid are true and correct.
b. The Proprietorship/Firm/Company/Agency is legally and financially competent to perform the terms and conditions of the Tender.
c. The Proprietorship/Firm/Company/Agency is duly registered under applicable laws and all statutory dues have been paid as on date.

8. Right of Disqualification

a. We fully understand and agree that notwithstanding anything contained in the Tender document, AIIMS Rishikesh reserves the right to disqualify a bidder at any stage without assigning any reason.

9. Declaration of Non-Cartelization

a. We hereby declare that we are not part of any cartel with other vendors and have quoted our rates independently and competitively for this bid. We understand that if we are found to be involved in cartel formation at any stage, AIIMS Rishikesh reserves the right to de-list or blacklist our firm for a period of two years or take any other appropriate action as deemed fit.

I solemnly declare that the above statements are true and correct in all respects. No part of this Affidavit is false and nothing material has been concealed. Any false or incorrect submission shall render the Proprietorship/Firm/Company/Agency as well as the undersigned personally liable for civil and/or criminal action, including complaint to appropriate authorities.

Deponent Signature: _____

Name: _____
Designation: _____
Aadhaar No.: _____
Email ID: _____
Mobile No.: _____
Landline No.: _____
Fax No.: _____
Address: _____

Annexure-VI

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on_____ _____Day of the month of 20

Between

ALL INDIA INSTITUTE MEDICAL SCIENCES RISHIKESH having its office at AIIMS VEERBHADRA MARG RISHIKESH–249203, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

And

M/s.,……. with office at _____represented by Shri_____, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both AIIMS RISHIKESH and BIDDER referred above are jointly referred to as the Parties]

AIIMS RISHIKESH intends to award, under laid down organizational procedures, Purchase orders /contract/s against Tender /Work Order /Purchase Order No.

AIIMS RISHIKESH desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

1. Enable AIIMS RISHIKESH to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and AIIMS RISHIKESH will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of AIIMS RISHIKESH

1.1 AIIMS RISHIKESH undertakes that AIIMS RISHIKESH and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 AIIMS RISHIKESH will, during the tender process / pre-contract stage, treat all BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.

1.3 All the officials of AIIMS RISHIKESH regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 If the BIDDER reports to AIIMS RISHIKESH with full and verifiable facts any misconduct on the part of AIIMS Rishikesh's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS RISHIKESH, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS RISHIKESH. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS RISHIKESH the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERs/ Contractors

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS RISHIKESH for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS RISHIKESH.

2.3 * BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 * BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 * The BIDDER further confirms and declares to AIIMS RISHIKESH that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS RISHIKESH or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS RISHIKESH or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS RISHIKESH, oralternatively, if any relative of an officer of AIIMS RISHIKESH has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS, RISHIKESH.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS RISHIKESH is entitled to disqualify the BIDDER from the tender process.

Clause.4. Earnest Money Deposit (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount _as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

I. Bank Draft or a Pay Order in favour of_____

II. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment

III. Any other mode or through any other instrument.

4.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMS RISHIKESH to take all or any one of the following action, wherever required: -

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest..

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AIIMS RISHIKESH, along with interest .

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by BIDDER(s)to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 AIIMS RISHIKESH will be entitled to all or any of the actions mentioned in Para 5.1 (i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of AIIMS RISHIKESH to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS RISHIKESH, if the contract has already been concluded.

Clause.7. Independent External Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below:-

(1) Shri Rais Ahmad, IOFS (Retd.) Independent External Monitor (IEM), AIIMS-R Address: Mahagun Moderne, Tower: OSIMO-240, Sector – 78, Noida – 201301 Mobile No.: 9910007239. Email ID: ahmadrais1959@gmail.com
(2) Mrs. Usha Chandrashekhar, IPoS(Retd.) Independent External Monitor (IEM), AIIMS-R Address: Flat No. C-5, Bollineni Homes, Near Hitech Theatre, Madhpur, Hyderabad-500081 Mobile No.: 9449872140. Email ID: ushacandrashekhar@gmail.com

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor,upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department! within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Clause.8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

Clause.9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Clause.10. Other Legal Actions

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS RISHIKESH or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.11. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Rishikesh Jurisdiction.

Clause.12. other legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.13. Validity and Duration of the Agreement

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Clause 14. The parties hereby sign this Integrity Pact at_____on __

AIIMS RISHIKESH	**Bidder**
Signature	Signature
Name and Designation	Name and Designation
_____	_____
Witness	Witness
1…….....	1……
2……	2…….....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS RISHIKESH in regard to involvement of Indian agents of foreign supplier.

Annexure – VII

Format for MII declaration

1. (to be printed in letter head) -

Self-Certification under preference to Make in India order Certificate

2. In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s_____are local suppliers and the offered item having local content of _____% (excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No._____ Dated _____

3. Details of location at which local value addition will be made as follows:
_____

4. We also understand; false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

Thanking You

_____
Signature with date
Name
Designation
Official Seal

Annexure – VIII

Format for Self Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing)

1	**(To be printed in letterhead)** DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM
2.	I, the undersigned, _____(full names), do hereby declare, in my capacity as _____of M/s _____(name of bidder entity), that:
3.	I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
4.	I certify that M/s _____(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].
5.	I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023

AUTHORISED SIGNATURE: DATE: _____Seal / Stamp of Bidder

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.

3. I /We also confirm that in the event of acceptance of my/ our bid, I /we hereby undertake to furnish required performance security deposit amount within 21 days of issue of LOA (Letter of Award) as well as will execute the contract(s) within stipulated time as given by AIIMS Rishikesh, as pre condition for obtaining the supply order(s).

4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

Chapter-II (Schedule of requirements)

Table-I

Details of items & their tentative quantity

S. No.	Item	Quantity	Bid Security/ EMD
1	Procurement of Surgeon Chair Advance for Division of Organ Transplant, AIIMS Rishikesh	**01**	**Rs. 14,000/-**

Important monetary requirements and details

S. No.			Remarks
1.	Tender Fee	**Zero**	……
2.	EMD/Bid security	**Rs. 14,000/-**	In the form of FD, BG
3.	Turnover Criteria	**For bidder-Rs. 3.50 lakhs(minimum)** **For OEM- Rs. 7 lakhs (minimum)**	Average of last three FY (2022-23, 23-24 & 24-25)
4.	Performance Security deposit amount	**@ 5 % of contract value**	In the form of FD/BG

Note:

(a) This tender document complies with Public procurement policy for Micro and Small Enterprises(MSEs) Order 2012 issued by MoSME.

(b) As per clarification sought form ministry of MSME vide F.no.21(11)/2018- MA dated 31st December 2018, **" Traders /Sole Agents/ Distributers are excluded to avail the facilities/ benefits** extended under the Public Procurement for Micro and Small Enterprises (MSMEs). (Ref: As circulated in Office Memorandum No. F.No.22(1)/2012-MA dated 24th October, 2016 in FAQs, Question No. 18.)

(c) This tender document complies with Public Procurement (preference to Make in India) office order dated 15/06/ 2017, 16/09/2020 and all orders amended time to time by department of Promotion of Industry and Internal Trade (DPIIT) under Ministry of Commerce and Industry.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To

The Executive Director
All India Institute of Medical Sciences
Rishikesh, Virbhadra Marg,
Rishikesh-249201

WHEREAS_____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no_____dated_____to supply (description of goods and services) (herein after 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 recognised 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 irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of._____ (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 you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

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 not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 27 months from the date of satisfactory installation of the equipment i.e. up to -- - -------- (indicate 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

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Please note the Number of covers in which the bid documents have to be submitted, the number of documents

- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No. :..... formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key
- Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid Tender No.: ..... summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.

CMC quoting format, if CMC is applicable:

PRICE SCHEDULE FOR
Comprehensive Maintenance Contract (C.M.C.) after expiry of Warranty
(Rates should be quoted in Indian Rupees only)

1	2	3	4								5
Sr. No.	Name of equipment	Qty.	Annual comprehensive maintenance contract cost for each unit year wise after warranty with spare parts & labor								Total Comprehensive Maintenance Contract Cost for 8 Years [Qty. X (A+B+C+D+E+F+G+H)]
			3rd	4th	5th	6th	7th	8th	9th	10th	
			A	B	C	D	E	F	G	H	……

Note-

1. Firm should quote the rate for CMC for each equipment/items/instruments at relevant column and it should not be more than 5 % per year of unit price of the quoted. The rates quoted should be inclusive of all taxes and duties.
2. Firm should upload this sheet after filing of relevant column as attachment of financial bid.
3. In case of discrepancy between unit price and total price. The LOWER ONE shall prevail.
4. The cost of comprehensive maintenance contract (CMC) after satisfactory completion of warranty period which includes preventive maintenance including testing and calibration as per technical /service/operational manual, labour and spares, should be quoted along with taxes applicable on the date of tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
5. CMC charges will be negotiable with respect to lower charge quoted for CMC by any firm.
6. The uptime warranty will be 95 % on 24 (hrs.) x 365 (days) basis or as stated in Technical specification of the TE document
7. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place:

Date:

Technical specifications:

TECHNICAL SPECIFICATION FOR ADVANCE SURGEON CHAIR FOR LIVER TRANSPLANT

The Surgeon chair should have the following features

1. The surgeon chair should have fully adjustable contoured backrest for up & down movement with ergonomic screw mechanism to provide optimal support
2. Should have one foot kick front -end locking system
3. Should have Multi articulated arm rests and it should have swivel arm rests which may also be removable and can be locked with screw mechanism adjustment
4. Should have adjustable lumbar support
5. The seat should be thermoformed plastic hood
6. Should have foot-controlled hydraulic, three-spindle base
7. Should have dual-density foam seat cushions
8. Should have height adjustment arm and it should be 15cm to 30 cm or more
9. The maximum user weight Up to 300 lbs (136 kg) or more
10. The chair column should be sturdy with minimum 3 pronged sturdy base covered with ABS ergonomic cowling protector, each of the legs (minimum 3) having imported twin wheel 50 mm dia castors
11. Height Range. Should be High 28.5" (72 cm) or more Low 21" (58 cm) or less
12. Height Range with Riser Kit should be High 30.5" (77 cm) or more Low 23" (58 cm) or less
13. Diameter of seat cushion should be 35 x 35 cm (±5cm) or more
14. The foot pedal should have up movement when pressing down on pedal and down movement on single press & hold of pedal.
15. The pedal should be placed near the base for comfortable movement
16. The seat ,backrest and cover should be covered with high grade material which should be easy to clean & disinfect
17. The chair should have handfree height adjustable by way of foot pedal adjustment with hydraulic pump adjustment which is fitted in column of the chair
18. The chair should have rocker pedal swivel locking & the seat should be design for comfort during long operations.
19. The breaking mechanism should be placed on the enter leg on the ABS cowling protector with one pedal push system for break & release.

Other Requirement

1. Should have provided with 2 year onsite comprehensive warranty including spares and 8 Year CMC and buy back option
2. Any Complaint to be attend in 48-72 hrs
3. Atleast 3 maintenance visit to be made by service engineer per year in warranty period, this is apart from the repair /breakdown call
4. The bidder should quote latest available model which available from OEM in global market
5. Should be supplied with user manual
6. The company should have the certification of ISO /USFDA/BIS/European CE or any international certification whichever is applicable.
7. Supplier should have to give demonstration.