

RATE CONTRACT

for

SUPPLY OF SUPPLY OF CORONARY STENTS ON CONSIGNMENT BASIS

at

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS),
JODHPUR**

NIT No.	: Admin/RC/10/2022-AIIMS.JDH
NIT Issue Date	: 17 th March, 2023
Last Date of Submission	: 19 th April, 2023 upto 03:00 PM
Date of Opening	: 20 th April, 2023 at 03:00 PM
Pre-Bid Meeting	: 28 th March, 2023, Refer Page No. 06 > Point No. 02 of “General Terms and Conditions”

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



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342 005, Rajasthan

Phone: 0291-2740741, Email: procurement@aiimsjodhpur.edu.in

Website: <http://www.aiimsjodhpur.edu.in>

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites Online bids in two bid system for Rate Contract for supply of **Coronary Stents on Consignment Basis** for Department of Cardiology. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

General Instructions to Bidders:

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>
2. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III 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 **0291-2740741**.
3. Tenderers / Contractors / 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>.
4. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
5. Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.
6. The rates quoted, approved and accepted by the Director, AIIMS shall be valid for **Two Years** from the date of **AWARD OF CONTRACT**. (Extendable on mutual agreement, if required).
7. **EMD Payment:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 2,00,000/- (Rupees Two Lakh Only)** by way of Demand Drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of "All India Institute of Medical Sciences, Jodhpur". The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee / Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. The demand drafts or Bank Guarantee for EMD must be delivered to AIIMS, Jodhpur on or before last date / time of Bid Submission. **The Hard Copy of original document in respect of earnest money deposit etc. must be delivered to the AIIMS, Jodhpur on or before last date/time of Bid Submission as mentioned above. The bid without EMD will be summarily rejected.**
 - a) In case, EMD is submitted by way of Bank Guarantee, it should remain valid for 45 days beyond bid validity period. Bank Guarantee should be payable at Jodhpur only.
 - b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

- c) The Tenders without Earnest Money will be summarily rejected.
 - d) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) / MSMEs are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
 - e) No Claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.
 - f) The EMD, in case of successful bidders shall be returned after submission of performance security and in case of unsuccessful Bidders shall be retained by the Purchaser, upto a maximum period of 30 days after award of contract. No interest will be payable by the AIIMS authorities on the EMD.
8. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
 9. The concerned Firm / Company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, Blacklisted / Banned / Debarred/ Bankrupt / Being Wound Up Firms / Company by any Central Government / State Government / Autonomous Bodies / Central Drug Procurement Agency is not eligible to participate in the bid.
 10. Bidder must note that all the pages of bid document being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All pages of the Tender must be numbered and indexed. Only one tender shall be submitted by one tenderer.
 11. The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the AIIMS, Jodhpur in the tender documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the AIIMS, Jodhpur in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
 12. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.
 13. **SUBMISSION OF TENDER:**
The tender shall be submitted online in two part, viz., Technical Bid (*Annexure-I*) and Financial Bid (in attached BOQ in CPP Portal).
The offers submitted by Telegram/Fax/email/Hard Copy shall not be considered. No correspondence will be entertained in this matter.
 14. **Consignment Basis** means when AIIMS Jodhpur requires a particular implant construct which is already in Rate Contract Agreement, the appointed dealer/supplier of that company supplies the required implant construct immediately on chalan basis and the payment is made to the dealer/supplier for the consignment supplied after the issuing of consumption certificate.

15. AIIMS Jodhpur will sign a Rate Contract with the successful bidders/companies of the list of items of coronary stents to be supplied. The items will be kept on **consignment basis**.
16. The bidder has to **maintain the inventory of the items** in consultation with the user department so that in any case the patient care is not compromised.

I. **TECHNICAL BID** -

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- i. Valid **Registration Certificate** of the firm of the Govt. / State Govt.
- ii. Copy of **Constitution** or **Legal Status** of the Bidder / Manufacturer / Sole Proprietorship /Firm / Agency etc.
- iii. Duly signed **Tender Acceptance Form** as per **Annexure-II**.
- iv. Duly filled format of **Technical Bid** as per **Annexure-I**.
- v. Duly signed copy of “**List of Quoted Items**” as per **Annexure-IV**.
- vi. Scanned Copy of all the undertakings and other Documents as per NIT.
- vii. **Manufacturer Authorization Certificate** must be attached by Bidder as per **Annexure-III**.
- viii. **Financial Status**: - Bidder must have an average annual turnover of ₹ **Three Crore fifty lakh** during the last 3 financial years (**2019-20, 2020-21 & 2021-22**) for similar products (Copies of **Profit & Loss Account and Balance Sheets** of Last Three Financial Years (**2019-20, 2020-21 & 2021-22**) duly authenticate by a Chartered Accountant should be enclosed).
- ix. Copy of **Income Tax Return** for last Three Financial Years (**2019-20, 2020-21, 2021-22**).
- x. Copy of **PAN Card**.
- xi. Copy of **GSTIN Registration Certificate**.
- xii. Detailed list of Major clients (Government and Private Institutions) where item(s) are presently provided by the tenderer or supplied during last 03 (Three) Years (2019-20, 2020-21 & 2021-22).
- xiii. The firm should not be blacklisted in the past by any government/ Private institution and there is no Vigilance/CBI case pending against the firm supplier. In this regards bidder must submit the attached **Non Blacklisting Certificate** as per **Annexure-V**.
- xiv. Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.
- xv. The bidder must upload required Quality Assurance Certifications (If applicable for any item) /documents in techno-commercial bid for each items along with item no. i.e., self- attested copies of CE/USFDA/ISO/BSP/USP/WHO/GMP/BIS as mentioned in the specification of particular tender items, failing which the offer for such items will be rejected.
- xvi. Bidder should provide studies (Randomised controlled trial) of product with at least follow

up of 2 years & published in reputed Journal indexed in Pubmed / Embase.

xvii. Mandate form.

II. FINANCIAL BID - Bidder must submit the Financial Bid in attached BOQ in CPP Portal.

Note: -

1. Price should be quoted as per S. No. inclusive of all item/components/accessory in that particular S. No.
2. L1 will be decided on the basis of whole price quoted for that particular Serial No. irrespective of their components/Specification.
3. Schedule of price bid in the form of BOQ_XXXX.xls: The Price Bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer / rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper / modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected out rightly.

General Terms and Conditions

Subject: - Notice Inviting bids for Rate Contract for supply of Coronary Stents on Consignment Basis for Department of Cardiology at All India Institute of Medical Sciences, Jodhpur.

1. PARTIES:

The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and the AIIMS through Administrative Officer, All India Institute of Medical Sciences, Jodhpur for and on behalf of the Director, AIIMS, Jodhpur.

2. **“PRE – BID Meeting”** with the intending bidders shall be held on 28th March, **2023** from 03:00 PM onwards at Conference Hall, Medical College Building, AIIMS Jodhpur. All the prospective bidders are requested to submit their representations in hardcopy & email on procurement.aiimsjodhpur@gmail.com or procurement@aiimsjodhpur.edu.in on or before the said date. Representations received thereafter will not be considered further. The envelope containing the representation/ E-mail Subject should super-scribed as under: - **“Representations w.r.t. Rate Contract for supply of Coronary Stents on Consignment Basis for Department of Cardiology at AIIMS, Jodhpur (NIT No. - Admin/RC/10/2022-AIIMS.JDH dated 17th March, 2023”**.
3. Proposal for rate contract may be submitted in the prescribed format and all columns may be filled up. Incomplete proposals and tenders received after due date shall not be entertained. The Institute shall not be responsible for any postal delay and delay in receipt of the offer. Any bids received by the Institute which does not fulfill the desired terms and conditions shall be rejected outrightly and no communication in this regard shall be sent. **Delayed / Late Bids will not be accepted, in any circumstances.**
4. Quotations qualified by such vague and indefinite expression such as **“SUBJECT TO PRIOR CONFIRMATION”** or **“SUBJECT TO IMMEDIATE ACCEPTANCE”** etc. will be treated as vague offers and rejected accordingly. Any conditional bid shall be rejected summarily.
5. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
6. No Bidder(s) shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc. committed by the Bidder(s) in the tender forms will not be considered after opening of the Bids. Conditions such as **“SUBJECT TO AVAILABILITY”** or **“SUPPLY WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED”** etc. will not be considered under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and for that reason, shall be summarily rejected.
7. The Manufacturers (OEMs) / Principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal; the bills raised by them against our purchase order will be accepted.
8. The supply of goods made through valid authorized dealer, their Name & Mail Address may be declared / indicated in the tender. Any addition and deletion of authorized dealership/

distributorship shall be intimated to the undersigned immediately on authorization of a new party.

9. At any time prior to date of submission of tender, Tender Inviting Authority may for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Jodhpur (<http://www.aiimsjodhpur.edu.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

10. Authorization certificate in respect of Foreign Firms duly self-attested and showing **VALIDITY PERIOD** may be submitted.

11. **SPECIFICATION:**

The Contractor must confirm in writing that the goods supplied by them shall be as per specification of goods mentioned in **Annexure-XIII** and in case of any variation, the contract shall be liable to be cancelled immediately. The Security cum Performance Guarantee will also be forfeited. Bids which are not meeting the bid specifications are not permitted and will be rejected. 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 ignored.

12. **BID CURRENCIES**

The bidder supplying indigenous goods or already imported goods shall quote only in **Indian Rupees (INR)**. Bids, where prices are quoted in any other way shall be treated as non - responsive and rejected.

13. **BID PRICES**

- i. The Bidder shall indicate in the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices on Free Delivery at Site basis, applicable GST, HSN Code, it proposes to supply against the requirement. The Bidders shall indicate MRP in the relevant column against each item of BoQ. The details about make & model, if applicable, may also be indicated. All the columns shown in the Price Schedule should be filled up as required.
- ii. In no case, the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Rate Contract there is decreased in MRP, the bidder shall inform the purchaser promptly along with revised reduced rates on pro-rata basis. In case, if bidder quotes more than MRP and/or does not inform purchaser about reduction in MRP, it will be viewed seriously and appropriate administrative action will be taken including de-barring the firm.
- iii. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.

14. **VALIDITY OF THE BIDS:**

- i. The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

- ii. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

15. RIGHT OF ACCEPTANCE:

The AIIMS, Jodhpur reserve the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

16. FIRM PRICE:

- i. Prices quoted by the bidder shall remain firm and fixed during the period of the Rate Contract and not subject to variation on any account. Purchase Orders will be placed by Centers / Hospital / Departments / Store Sections against this Rate Contract till the period of Rate Contract. Statutory variation in GST will be applicable.
- ii. The Bidder(s) must quote rates including freight, insurance, cartage, labor charges etc. on Door Delivery basis at AIIMS, Jodhpur
- iii. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
- iv. No escalation in rates on any account will be permitted during the contract period.

17. ALTERNATIVE MODELS / BRANDS / QUALITY

Alternative Models / Brands / Quality are not permitted. The Bidder are required to quote Models/Brands/Quality of best quality meeting tender specifications. Wherever, a bidder quotes alternative Models / Brands / Quality, there bid will not be considered for that item.

18. SAMPLE /DEMONSTRATION:

- i. The tenderers may be asked/required to submit samples of the quoted items (without indicating price, clear marking of firm / agency name in each of item) ***when required by the Institute***, for quality evaluation, failing which their bids/offer shall be rejected and in case all the expenses will be borne by the tenderer. Purchase will be done only after the approval of the quality of the product by the Competent Authority. Samples should be submitted separately at **Central Store, AIIMS Jodhpur**.
- ii. The firms are intimated that they should be ready for demonstration as per requirement of items and only ***ONE-WEEK*** time will be provided for arrangement of demonstration, if required, and no request for extending time for demonstration will be entertained. Failure to demonstration will result in rejection of offer.

19. SIGNING OF TENDER:

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

- i. A sole proprietor of the concern or constituted attorney of such sole proprietor;
- ii. A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- iii. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.
- iv. A person signing the tender form or any document forming part of the contract on behalf of another person shall be deemed to warrant, that he has authority to bind such other person. If, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Jodhpur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

20. TECHNICAL EVALUATION:

- i. Detailed technical evaluation shall be carried out by Purchase Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- ii. The Technical Evaluation Committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion / presentation.
- iii. Financial bids of only those bidders who qualify the technical criteria will be opened provided all other requirements are fulfilled.
- iv. AIIMS Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

21. FINANCIAL EVALUATION:

- i. The financial bid shall be opened of only those bidders who are found to be technically eligible.
- ii. Arithmetical errors shall be rectified on the following basis:
 - a. If there is a discrepancy between the **Unit Price and Total Price** (which is obtained by multiplying the unit price by the quantity), then the **Unit Price** shall prevail and the total price shall be corrected accordingly.
 - b. If there is a discrepancy between **Words and Figures**, the **Lesser Amount** shall be considered as valid.
 - c. If the Supplier **does not accept the correction** of the errors, his **bid shall be rejected**.
- iii. After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer. L1 will be decided on individual item basis.

- iv. Conditional bid will be treated as unresponsive and will be rejected.
 - v. Bidder must quote the Financial Bid as specified in BOQ.
 - vi. AIIMS Jodhpur, reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.
22. To assist in the analysis, evaluation and computation of the bids, the Purchase Committee of AIIMS, Jodhpur, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
23. The Purchase Committee of AIIMS, Jodhpur shall go into all aspects including cost factors of Consumables and then decide for awarding of the tender, by quoting lower rates in respect of items, a firm does not become entitled to awarding the contract in its favor of those item(s). In order to get selection / consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection for awarding contract will be calculating / comparing the rate of items consumed by the AIIMS, Jodhpur throughout the year and as per the requirement in view of quality, as deemed fit by the Purchase Committee. The firm has to provide samples for the items for evaluation of Purchase Committee if required. The committee will reject the quotations of the bidders whose quotation will not found of quality required by AIIMS, Jodhpur. AIIMS, Jodhpur reserves the right to accept / reject any quotation either in part or full without assigning any reason thereof, or award the contract to different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.
24. **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.
25. **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.
26. **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-Jun-2020 (revised)**, till the Nodal Ministry prescribes a higher or lower percentage.
27. **MARGIN OF PURCHASE PREFERENCE:**
The **Margin of Purchase Preference** shall be **20%**. The Local supplier who's quoted price falls in the **Margin of Purchase Preference** desirous of claiming benefit of the **Order No. P-45021/2/2017-PP (BE-II) 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**.

28. The bidders are required to submit the following annexure in compliance of public procumbent (Preference to ***Make in India***) order, 2017.

i) Affidavit of self-certification regarding local content (to be provided on ₹ 100/- stamp paper) (***Annexure-X***).

29. All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP)'s ***Order No. P-45021/2/2017-PP (BE-II) dated 16-Sep-2020 (as amended from time to time)*** and as per Manual for Procurement of Goods i.e. **GFR-2017** etc.

30. SIGNING THE CONTRACT:

The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

31. PERFORMANCE SECURITY:

i. The Successful bidder will be required to submit the performance security in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur" payable at Jodhpur within 15 days from the award of contract for an amount in multiplication of **₹ 10,000/- (Rupees Ten Thousand Only)** per awarded item subject to Minimum **₹ 2,00,000/- (Rupees Two Lacs only)** and Maximum **₹ 5,00,000/- (Rupees Five Lacs only)**. (***Annexure-VIII***)

ii. The security deposit of successful bidders should be valid for the period of Two and half Year from the date of award of the contract and shall be refunded without any interest on it after 60 days from completion of the contractor's performance obligations under the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

iii. The security deposit can be forfeited by the Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance of the contract.

iv. In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited.

v. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

32. CONTRACT PERIOD:

The rate contract is initially for a period of **Two (2) years** and may be extended till new Rate Contract gets final subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Jodhpur and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

33. The successful Tenderer shall also provide the name and Contact no of a key person, who can be contacted at any time, even beyond the office hours & on holidays also. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Jodhpur.

34. **DELIVERY:**

- i. Orders shall be issued for tentative annual requirement on actual need basis as and when required. The items will have to be supplied at AIIMS, Jodhpur on “Free Delivery at Site” basis. No transportation/ cartage /Freight/insurance charges will be provided for the same. The goods are to be supplied by F.O.R. destination and all the transit loss / expenses whatsoever, will be borne by the supplier/firm. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.
- ii. All India Institute of Medical Sciences (AIIMS), Jodhpur shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.
- iii. Delivery of goods shall be made by the supplier **within 45 days** of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods **within 1 week** of placing of order also. In few cases the items are to be delivered at a very short notice i.e. **within 24 hours**.
- iv. The tenderers must quote rates including freight, insurance, cartage, labor charges etc. on Door Delivery basis at AIIMS, Jodhpur.
- v. GST and other Govt. levies will be paid extra as applicable by the supplier.
- vi. Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.

35. **LIQUIDATED DAMAGES:**

Supply of material will have to be completed within the stipulated period mentioned in the purchased order. The **Liquidated Damages Charges @ 0.5% Per Week** shall be imposed, if supply made after expiry of delivery period subject to maximum 10% of the total value of relevant goods. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

36. **RISK PURCHASE:**

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our NIT, AIIMS, Jodhpur reserves the right to **Terminate the Contract** for that item(s), **Forfeiture of Security Deposit** and to procure the same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills of existing firm and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

37. **QUALITY OF GOODS:**

- i. 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.

- ii. The Purchase Committee reserves all right to reject the goods, if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.
- iii. Supply should be made from the latest batch of production with maximum life period & original packing.
- iv. Material shall be delivered at the AIIMS, Jodhpur with remaining ***Shelf-Life of at least 75% of the Stipulated Total Shelf-Life*** from the date of manufacturing of that product.

38. INSPECTION:

- i. AIIMS, Jodhpur shall have the right to inspect and / or to test the goods to check their conformity to the NIT Specifications at no extra cost to the AIIMS, Jodhpur.
- ii. AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
- iii. The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- iv. No payment shall be made for rejected items. Rejected items must be removed by the bidders **within Two (02) Weeks** of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

39. PAYMENT CLAUSE:

- i. The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s).
- ii. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced by the supplier immediately, for which no extra payment shall be made by AIIMS, Jodhpur.
- iii. No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.
- iv. The contractor shall submit the bill only after supply of the material to the satisfaction of the AIIMS Jodhpur, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.
- v. The supplier shall not claim any interest on delay payment under the contract.
- vi. No revision in rate (on higher side) will be accepted during contract period.

- vii. The payment would be made for actual supply received and no claim in this regard should be entertained.

40. FORCE MAJEURE:

- i. If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 Days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.
- ii. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

41. The bidder must be a natural person, private entity, or public entity (State-owned enterprise or institution).

42. SUBLETTING OF WORK:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if it thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

43. RIGHT TO CALL UPON INFORMATION REGARDING STATUS OF WORK:

The AIIMS, Jodhpur will have the right to call upon information regarding status of work / job at any point of time.

44. FALL CLAUSE:

- i. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Jodhpur immediately about such reduction in the contracted prices. The AIIMS, Jodhpur is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.
- ii. In case of any enhancement in TAXES due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional TAXES so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Jodhpur on account of the increase in Taxes.

45. The tendering Firm / Agency / Company shall be bound by the details furnished by him / her to the All India Institute of Medical Sciences (AIIMS), Jodhpur while submitting the tender or at subsequent stage. Upon selection of the tendering Firm / Agency / Company, if at any stage, the documents furnished by him / her is found to be false or the quality of the articles or rates are

found of poor quality / different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.

46. The AIIMS, Jodhpur reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency / unavoidable situation.
47. The AIIMS Jodhpur does not bind itself to accept the lowest bid or any bid and reserves the rights of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted.
48. If a tendering Firm/Agency/Company decides to withdraw from the bidding before the financial bids are opened, the AIIMS, Jodhpur shall forfeit the EMD deposited with the technical bid.
49. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).
50. AIIMS Jodhpur reserves the right to conclude more than one rate contract for the same item.
51. AIIMS Jodhpur has the option to renegotiate the price with the rate contract holder.
52. The quantity of item given, if any, in the tender is tentative, which may be increased or decreased as per the institute's requirement.
53. Order will be placed as per requirement, irrespective of value of the order.
54. **CODE OF INTEGRITY:** No official of the bidder shall act in contravention of the codes which includes prohibition of:
 - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to other wise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii. Any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. Making false declaration or providing false information for participation in a tender process or to secure a contract.
- ix. Disclosure of conflict of interest.
- x. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

55. BREACH OF TERMS AND CONDITIONS:

In case of breach of any terms and conditions as mentioned, the Competent Authority, AIIMS, Jodhpur will have the right to cancel the rate contract without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur. In that event, the security deposit shall also stand forfeited.

56. INSOLVENCY ETC.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.

57. ARBITRATION:

- i. If any conflict or difference arises concerning this agreement, its interpretation on payment to made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of **30 Days**, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Director, AIIMS Jodhpur. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator.
- ii. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of **Arbitration and Conciliation Act, 1996** and the rule framed there under and in force shall be applicable to such proceedings.

58. DISCLAIMER:

- i. The near relatives of employees of AIIMS, Jodhpur are prohibited from participation in this tender. The near relative for this purpose are defined as:
- ii. Members of a Hindu Undivided Family.
- iii. Their spouses
- iv. The one related to the other in the manner as father, son(s), Son's wife (daughter-in-law), daughter(s) and daughter's husband (sons-in-law) brother (s) and brother's wife, sister(s) and sister's husband, brother(s)-in-law.

59. LEGAL JURISDICTION:

The agreement shall be deemed to have been concluded in **Jodhpur, Rajasthan** and all obligations hereunder shall be deemed to be located at **Jodhpur, Rajasthan and Court within Jodhpur, Rajasthan** will have Jurisdiction to the exclusion of other courts.

60. APPLICABLE LAW:

- i. 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.
- ii. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
- iii. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.
- iv. Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier. Deputy Director (Administration) AIIMS, Jodhpur.

**Deputy Director (Administration)
AIIMS, Jodhpur**

ANNEXURE-I**TECHNICAL BID**

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING

(Tenderer may use separate sheet wherever required)

Sr.	Details of the Firm / Bidder	Page No.	Remarks
1	Name, Address, Mobile Number, E-mail ID of the Tenderer/ Concern.		
2	Name and Mobile Number of a Key person, who can be contacted at any time		
3	Whether the Firm is located in Jodhpur (Rajasthan). (Yes/No)		
4	Details of the Earnest Money Deposit (EMD) (Yes/No) DD / Bank Guarantee No.: Validity Period (In case of Bank Guarantee): Dated: Drawn on Bank: Amount: (Rupees.....)		
5	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
6	Tender Acceptance Form as per NIT format -ANNEXURE-II		
7	Manufacturer Authorization Certificate as per NIT format <u>Annexure-III</u>		
8	List of Quoted Items with the Specification of the item mentioned with make and complete specification along with the Technical Bid (without indicating price)- Annexure-IV		
9	Non Blacklisting Certificate as per NIT format- Annexure-V		
10	Certificate for No Deviation as per NIT format- Annexure-VI		
11	Certificate for Price Justification as per NIT format – Annexure-VII		
12	PAN No. (Enclose the copy of PAN Card).		
13	GSTIN Registration Number (Enclose copy)		
14	Detail of Income Tax Return for last 3 years i.e. (2019-20, 2020-21 & 2021-22)		
15	Authenticated proof of turnover of the firm		
16	Authenticated proof of turnover of principal manufacturer		
17	Copies of authenticated balance sheet for the past three years		
18	Quality Assurance Certification (If applicable for any item) CE/USFDA/ISO/BSP/USP/WHO/GMP/BIS certificate as mentioned in the specification of tender items		
19	Import License, if applicable		
20	Experience Certificate and related documents, if any		

21	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. List of Major Customer may be given on a sheet and proof of satisfactory supply, if any. (Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute)		
22	Mandate Form		
23	Any other information, if necessary		

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached Mention Page number, wherever the copy(ies) of the document(s) are kept.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

Date : Name :

Place : Business Address :

Signature of Bidder :

Seal of the Bidder :

Undertaking

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it
2. That I/We shall supply the items of requisite quality
3. That 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
4. That I/We undertake that sample of items will be kept ready for inspections by the AIIMS, Jodhpur I/We shall be responsible for the cancellation of tender if samples are not up to mark

Date : Name :

Place : Business Address :

Signature of Bidder :

Seal of the Bidder :

ANNEXURE-II**TENDER ACCEPTANCE FORM***[To be submitted on letterhead of the Company/Firm]*

I/We have downloaded/obtained the Tender Enquiry Document(s) for the above mentioned 'Tender/Work' form the website(s) namely: - **NIT No. Admin/RC/10/2022-AIIMS.JDH**
Dated:...../...../.....for Tender for Rate Contract for Supply of Coronary Stents on Consignment Basis for Department of Cardiology at AIIMS Jodhpur.

I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein. The corrigendum(s) issued from time to time by your Institute too have all been taken into consideration, while submitting this acceptance letter. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in it's totally/entirely. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum if any.

We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items for which Rate Contract has been concluded, in accordance with the delivery schedule specified in the Schedule specified in the schedule of requirements. We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your NIT, in terms of, read with modification.

We agree to keep our bid valid for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Rate Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments.

We hereby certify that if at any time, any provision of this tender are found violated or any information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by your Institute in addition to rejection of this tender/bid & the forfeiture of the earnest money deposit.

Date : Name :
 Place : Business Address :
 Signature of Bidder :
 Seal of the Bidder :

ANNEXURE-III

FORMAT FOR MANUFACTURER’S AUTHORISATION

Dated:

To,
The Director,
All India Institute of Medical Sciences (AIIMS), Jodhpur(Raj.)

Reference: NIT No. Admin/RC/10/2022-AIIMS.JDH, Dated:/...../for Tender
for Rate Contract for Supply of Coronary Stents on Consignment Basis for
Department of Cardiology at AIIMS, Jodhpur.

Subject: Manufacturer Authorization Certificate

Dear Sir,

Ref. Your NIT No. Admin/RC/10/2022-AIIMS.JDH, Dated:/...../for Tender
for Rate Contract for Supply of Coronary Stents on Consignment Basis for Department of
Cardiology at AIIMS, Jodhpur, We,
.....who are proven and reputable
manufacturers of
..... (name and description of the Items / Category offered in the
Quotation) having factories at
....., hereby authorize

Messrs.
(name and address of the agent) to submit Bid/Quotation, process the same further, against your
requirement as contained in the above referred Tender Form for the above items manufactured by us.
We further confirm that no supplier or firm or individual other than
Messrs.....
(name and address of the above agent) is authorized to submit a tender, process the same further against
your requirement as contained in the above referred Quotation form for the above items manufactured
by us. We also hereby confirm that we would be responsible for the satisfactory execution of supply
placed on the authorized agent. We also confirm that the price quoted by our agent shall not exceed
than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs.

.....
[Name, address & contact detail of the manufacturer]

Note: -

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

ANNEXURE-IV**LIST OF QUOTED ITEMS**

S. No.	Tender Ref. No.:	Item Name with specification	Whether complying with NIT's specs (Yes/No)	Make
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				
11				

Date : Name :

Place : Business Address :

Signature of Bidder :

Seal of the Bidder :

ANNEXURE-V

NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead of the Company/Firm]

I / We [Name of the company / firm] hereby certify that the firm has not been ever blacklisted / debarred by any Central / State Government / Public Undertaking / Institute on any account.

I / We also certify that firm will be supplied the item as per the specification given by AIIMS Jodhpur and also abide all the terms and conditions stipulated in Contract.

I / We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and AIIMS Jodhpur may impose any action as per NIT rules.

Date : Name :
Place : Business Address :
Signature of Bidder :
Seal of the Bidder :

ANNEXURE-VI

CERTIFICATE OF NO DEVIATION

[To be submitted on letterhead of the Company/Firm]

NIT No.:

I/We, [Name of the company / firm] hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I / We have neither set any terms and conditions nor there is any deviation taken from the conditions of AIIMS Jodhpur's tender specification, either technical or commercial, and I / We agree to all the terms and conditions mentioned in AIIMS Jodhpur's tender specification with associated amendments & clarification.

Date : Name :
Place : Business Address :
Signature of Bidder :
Seal of the Bidder :

ANNEXURE-VII

CERTIFICATE OF PRICE JUSTIFICATION
[To be submitted on letterhead of the Company/Firm]

NIT No.:

I / We, [Name of the company / firm] hereby certify that the rates provided are our best rates and we have not given these materials to any Government Department / PSU / Institution for lesser than these rates in last one year.

Date	:	Name	:
Place	:	Business Address	:
		Signature of Bidder	:
		Seal of the Bidder	:

ANNEXURE-VII(a)

BANK GUARANTEE FORM FOR BID SECURITY

Whereas
..... (Name and address of the Bidder) (hereinafter called the "Bidders") has
submitted its Bid dated for the supply of
..... (hereinafter called the "Bid")
against the purchaser's ATE No.
..... Know all persons by these presents that we
.....
having our registered office at
.....
(Hereinafter called the "Bank") are bound unto AIIMS, Jodhpur (hereinafter called the "Purchaser")
in the sum of for which payment will and truly to
be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.
Sealed with the Common Seal of the said Bank this day of
..... 20

The conditions of this obligation are:

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

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

This guarantee will remain in force upto (insert date of additional **Sixty Days After Bid Validity**) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
(Name and designation of the Officer)

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

ANNEXURE-VIII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Whereas
..... (Name and address of the Bidder) (*hereinafter called the "the Supplier"*) has undertaken, in pursuance of NIT No.
..... dated valid from to for supply of
..... (*insert description of goods*), (*Hereinafter called "the Contract"*), to AIIMS Jodhpur (Hereinafter called "the Purchaser")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
..... (*insert Amount of the Performance Security 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) aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee will remain in force upto (*insert last date of currency of Contract plus Warrant Period (If applicable) plus additional 90 (Ninety) Days and any demand in respect thereof should reach the Bank not later than the above date.*

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer
.....

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

ANNEXURE-IX

The bidder should submit related undertaking for Restrictions on procurement from bidders from a county or countries, or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 in compliance of office OM no. 6/18/2019-PPD dated 23rd July 2020. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of following Certificate given below, on the company letter head duly signed by authorized signatory for this tender.

Certificate for Tender

Tender No.:- _____

NIT name :- _____

'We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil' all requirement in this regard and are eligible to be considered."

AND

We have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such a country; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Comps eat Authority. We hereby certify that we fulfil all requirement in this regard and are eligible to be considered."

It is to declare that if, our bid/offer is accepted by the purchaser, as per undertaking given by us as per aforementioned points on the basis of certificate are found to be false, in such case this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law to be initiating on us by the procuring entity i.e. AIIMS, Jodhpur.

[Signature with date, name and designation]

For and on behalf of M/s _____

[Name & address of the manufacturers]

ANNEXURE-X**Format for Affidavit of Self Certification regarding Local Content
(To be provided on ₹ 100/- Stamp Paper)**

I S/o, D/o, W/o
....., Resident of
..... do hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide **Order No. P-45021/2/2017-PP (BE-II) dated 16-Sep-2020 (revised)**.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said drugs has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on Government of India for the purpose of assessing the local content, action will be taken against me as per **Order No. P-45021/2/2017-PP (BE-II) dated 16-Sep-2020 (revised)**.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i) Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity).
- ii) Date on which this certificate is issued.
- iii) Medicine for which the certificate is product.
- iv) Procuring entity to whom the certificate is furnished.
- v) Percentage of local content claimed.
- vi) Name and contact details of the unit of the manufacturer.
- vii) Sale Price of the product.
- viii) Ex-Factory Price of the product.
- ix) Freight, insurance and handling.
- x) Total Bill of Material.
- xi) List and total cost value of inputs used for manufacture of the medicine certificates from suppliers, if the input is not in-house to be attached.
- xii) List and cost of inputs which and imported, directly or indirectly.

For and on behalf of

(Name of firm/ entity)

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

ANNEXURE-XI**Calculation of Local Content:***[To be submitted along with BoQ]*

Name of Manufacture	Calculation by Manufacturer (Cost per unit of product)			
Cost Component	Cost (Domestic Component) A	Cost (Imported Component) B	Total Cost (INR/ US \$) C=a+b	Percentage of Local Content D=(a/c)*100
I				
II.				
III. Total Cost (Excluding tax and duties)				

Note: -

1. Cost (Domestic Component): Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) which have not been imported directly or through a domestic trader or an intermediary.
2. Cost (Imported Component): Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken).

ANNEXURE-XII

FINANCIAL BID

BoQ may be uploaded as per instructions given in **Tender Enquiry Document**.

ANNEXURE-XIII**LIST OF ITEMS**

S. No.	Items Name with Specifications of Coronary stents
1	Sirolimus Drug eluting stainless steel stents US FDA approved
2	Sirolimus Drug eluting stainless steel stents CE approved
3	Sirolimus Drug eluting stainless steel stents DCGI approved
4	Sirolimus Drug eluting Cobalt chromium stents US FDA approved
5	Sirolimus Drug eluting Cobalt chromium stents CE approved
6	Sirolimus Drug eluting Cobalt chromium stents DCGI approved
7	Sirolimus Drug eluting Cobalt chromium stent with pasive coating of amorphous silicon carbide and active coating of biodegradable drug matrix consisting of sirolimus and polymer poly-l-lactide polymer
8	Sirolimus Drug eluting Cobalt chromium hybrid double helix stents with thicness $\leq 60 \mu\text{m}$ with pasive coating of amorphous silicon carbide and active coating of biodegradable drug matrix consisting of sirolimus and polymer poly-l-lactide polymer
9	Sirolimus Drug eluting Cobalt chromium stent with biodegradable polymer , microporous surface, shellac resin, abluminal coating
10	Sirolimus Drug eluting Cobalt chromium stent with dual drug polymer free microporous surface, abluminal coating
11	Sirolimus Drug eluting Platinum chromium stents US FDA approved
12	Sirolimus Drug eluting Platinum chromium stents CE approved
13	Sirolimus Drug eluting Platinum chromium stents DCGI approved
14	Sirolimus Drug eluting Cobalt chromium stent with with biodegradable polymer and specialised abluminal gradient coating with core wire technology in delivery shaft
15	Sirolimus Drug eluting Cobalt chromium stent having 2 link and 8 crown with minimum tip entry profile of 0.42mm with biodegradable polymer and specialised abluminal gradient coating with core wire technology in delivery shaft
16	Zotarolimus Drug eluting cobalt chromium stents US FDA approved
17	Zotarolimus Drug eluting cobalt chromium stents CE approved
18	Zotarolimus Drug eluting cobalt chromium stents DCGI approved
19	Everolimus Drug eluting stainless steel stents US FDA approved

20	Everolimus Drug eluting stainless steel stents CE approved
21	Everolimus Drug eluting stainless steel stents DCGI approved
22	Everolimus Drug eluting Cobalt chromium stents US FDA approved
23	Everolimus Drug eluting Cobalt chromium stents CE approved
24	Everolimus Drug eluting Cobalt chromium stents DCGI approved
25	Everolimus Drug eluting Cobalt chromium stents with fluorinated copolymer and integrated transitionless tip technology with multilayer balloon and mid marker balloon placement
26	Everolimus Drug eluting Cobalt chromium stents with fluorinated copolymer and integrated transitionless tip technology with dual layer balloon and mid marker balloon placement
27	Everolimus Drug eluting Cobalt chromium stents with fluorinated copolymer and integrated transitionless tip technology with mid marker balloon placement
28	Everolimus Drug eluting Platinum chromium stents US FDA approved
29	Everolimus Drug eluting Platinum chromium stents CE approved
30	Everolimus Drug eluting Platinum chromium stents DCGI approved
31	Everolimus Drug eluting Platinum chromium ultrathin stents with abluminal bioabsorbable polymer coating with complete resorption of drug and polymer at \approx 4-6 months.
32	Everolimus Drug eluting Cobalt chromium stent with dual drug polymer free microporous surface, abluminal coating
33	Bare metal stent US FDA approved
34	Bare metal stent CE approved
35	Bare metal stent DCGI approved