

RATE CONTRACT
FOR PURCHASE OF NEUROSURGERY CONSUMABLES



All India Institute of Medical Sciences (AIIMS), Jodhpur

NIT No.	:	PROC-2/RC/06/2024-AIIMS.JDH
NIT Issue Date	:	08th June, 2024
Last Date of Submission	:	08th July, 2024 (3:00 PM)
Date of Opening	:	09th July, 2024 (3:00 PM)
Pre-Bid Meeting	:	19th June, 2024 (3:00 PM Onwards)

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@gmail.com
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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 Purchase of Neurosurgery Consumables for department of Neurosurgery**”. 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 Executive Director, AIIMS, Jodhpur shall be valid for **Two Years** from the date of **AWARD OF CONTRACT**. (Extendable on mutual agreement, if required).
7. **BID SECURITY / EMD:**
 - i) EMD Payment: The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of ₹ 2,00,000/- (Rupees: Two Lakhs 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 Tenders without Earnest Money will be summarily rejected.
 - ii) The Original Hard copy of Bank Guarantee or Demand Draft for Bid Security / EMD must be delivered to AIIMS, Jodhpur on or before last date of Bid Submission. The bid without Bid Security / EMD will be summarily rejected.

- iii) In case, Bid Security / EMD is submitted by way of Bank Guarantee, it should remain valid for 45 days beyond bid validity period.
 - iv) The bidder shall not be permitted to withdraw or modify the terms and conditions of their offer. In case the bidder fails to observe and comply with stipulation made herein or backs out after quoting the rates, the amount of Bid Security / EMD will be forfeited immediately.
 - v) The Bid Security / EMD of the **(a) Successful Bidder** shall be returned after the receipt of Performance Security Deposit and **(b) for Unsuccessful Bidders**, their Bid Security / EMD would be retained for a maximum period of 30 Days after the award of contract to the Successful Bidder and afterwards same would be released.
 - vi) No interest shall be payable be on the Bid Security / EMD and no claim shall be taken in respect of erosion in the value or interest on the amount of Bid Security / EMD.
 - vii) The Firm who are registered with National Small Industries Corporation (NSIC) or Small-Scale Industries (SSI) or MSMEs (in proper category) are exempted to submit the Bid Security / EMD. Copy of Registration Certificate must be attached along with Technical Bid.
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 filed 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:

- a) The tender shall be submitted online in two part, viz., **Technical Bid (Annexure-I)** and **Financial Bid** (in attached **BOQ** in **CPP Portal**).
- b) The offers submitted by Telegram / Fax / e-Mail / Hard Copy *shall not be considered*. No correspondence will be entertained in this matter.

TECHNICAL BID

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

- i. Duly filled & signed *Technical Bid* as per *Annexure-I*.
- ii. Valid **Registration Certificate** of the firm of the Govt. / State Govt.
- iii. Duly filled & signed ***Tender Acceptance Form*** as per ***Annexure-II***.
- iv. **Only Original Manufacturers/OEM are eligible for bidding.**
- v. Duly filled & signed ***List of Quoted Items*** as per ***Annexure-III***.
- vi. Duly filled & signed ***Non-Blacklisting Certificate*** as per ***Annexure-IV*** (on Non-Judicial Stamp Paper of ₹ 100/-). The agency must not be blacklisted in the past by any Government / Private institution and there is no Vigilance / CBI case pending against the firm supplier.
- vii. Duly filled & signed ***Certificate of No Deviation*** as per ***Annexure-V*** (on Non-Judicial Stamp Paper of ₹ 100/-)
- viii. Duly filled & signed ***Certificate of Price Justification*** as per ***Annexure-VI*** (on Non-Judicial Stamp Paper of ₹ 100/-).
- ix. Duly filled & signed ***Bank Guarantee Form for Bid Security (EMD)*** as per ***Annexure-VII***. **Scanned copy of Bid Security (EMD) or Demand Draft must be enclosed by the agency along with the Bid Document, failing to enclose may lead to rejection of Bid.**
- x. The bidder must submit Duly filled & signed for certificate of “**Land Border Declaration**” as per Annexure-IX, (on non- judicial Stamp Paper of ₹ 100/-) in compliance of the terms and conditions mentioned in Department of expenditure OM No. 6/18/2019-PPD dated 23rd July, 2020 and subsequent guidelines issued thereafter.
- xi. **Financial Status:** Bidder must have an average annual turnover of ₹ **1.5 Crore (One Crore Fifty Lakh only)** during the last 03 Financial Years **2020-21, 2021-22 & 2022-23**, for similar products. ***The Bidder must enclose the Turnover Certificate duly authenticated by Chartered Accountant.***

- xii. Copies of (a) **Balance Sheets and (b) Profit & Loss Account** of Last Three Financial Years **2020-21, 2021-22 & 2022-23** duly audited & authenticated by a Chartered Accountant should be enclosed.
- xiii. Copies of **Income Tax Return Acknowledgment** for last Three Assessment Years **2021-22, 2022-23 & 2023-24** should be enclosed.
- xiv. Copy of **GSTIN Registration Certificate** of Bidder should be enclosed.
- xv. Copy of **PAN Card** of Bidder should be enclosed.
- xvi. List of Major clients (Government and Private Institutions) where the Bidder has supplied during last three Financial Years 2020-21, 2021-22 & 2022-23.
- xvii. Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.
- xviii. 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/DCGI/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.
- xix. Scanned Copy of all the undertakings and other Documents as per NIT.

FINANCIAL BID

(Bidder must submit the Financial Bid in BOQ attached 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 bid.** Bidder shall not tamper / modify downloaded price bid template in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected out rightly.

General Terms and Conditions

Subject: - Notice Inviting bids for “*Rate Contract for Purchase of Neurosurgery Consumables for department of Neurosurgery*” 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 andon behalf of the Executive Director, AIIMS, Jodhpur.

2. “**Pre-Bid Meeting**” with the intending bidders shall be held on **19th June, 2024** at **MS OFFICE, OPD Building, AIIMS Jodhpur**. All the prospective bidders are requested to submit their representations only through email on procurement.aiimsjodhpur@gmail.com on or before (prebid + 2 days) till 5.00 PM. Representations received thereafter or on any other e mail ID of the Institute will not be entertained. will not be considered further.
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 theInstitute which does not fulfill the desired terms and conditions shall be rejected out rightly 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
7. 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.

8. 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.
9. 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.
10. 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.
11. Authorization certificate in respect of Foreign Firms duly self-attested and showing **VALIDITY PERIOD** may be submitted.
12. **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 / rejected.
13. **BID CURRENCIES**

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

15. VALIDITY OF THE BIDS:

- i. The quoted rates must be valid for a period for 12 months 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 of tender. If the bidder quotes 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.

16. 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).

17. 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. Statuary 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 the concerned store location, 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.

18. 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.

19. 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 all the expenses will be borne by the tenderer. Samples should be submitted separately at **Central Store, AIIMS Jodhpur**.
- ii. The firms are intimated that they should be ready for demonstration/sample submission as per requirement of items and only ***ONE-WEEK*** time will be provided for arrangement of demonstration/sample submission, if required, and no request for extending time for the same will be entertained. Failure to demonstration/sample submission will result in rejection of offer.

20. 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 warranty, 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.

21. TECHNICAL EVALUATION:

- i. Detailed technical evaluation shall be carried out by Tender Committee / 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.

22. 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. **L-1** 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.

23. 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.

24. 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.

25. **AWARD OF CONTRACT:**

The Institute shall consider placement of orders 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. **L-1** will be decided on individual item basis. The L1 bidders will be issued Award of Contract which will be valid for two years from the date of issue of contract. Extendable on mutual agreement.

26. **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.

27. **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.

28. **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 (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**.

29. The bidders are required to submit the following annexure in compliance of public procurement

Preference to **Make in India**, order, 2017. Affidavit of self-certification regarding local content (to be provided on ₹ 100/- stamp paper) (*Annexure-X*).

30. 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** and General Financial Rules-2017.

31. 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.

32. PERFORMANCE SECURITY:

- i. The Successful bidder will be required to submit the performance security in the form of Fixed Deposit Receipt or Demand Draft 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 Lakh only**) and Maximum ₹ 5,00,000/- (**Rupees: Five Lakh only**). [*Annexure-VIII (B)*]
- 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.

33. 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.

34. The successful Tenderer shall also provide Name & 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 items even on short notice.

35. 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 30 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.

36. 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.

37. 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.

38. 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/Inspection 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.

39. Packing:

- i. All labels of cartons, jars, tubes tins, containers etc. should be emboldened / imprinted / stamped.
- ii. Loose supplies / damaged packing / tampered or damaged labelled supplies shall not be accepted under any circumstances.
- iii. Supplies to be made in a Proper Boxes.
- iv. It should be ensured that only first use packaging material, of uniform size including Bottles and vials is used for making supplies on the basis of Contract.
- v. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
- vi. Packing should be able to prevent damage or deterioration during transit.
- vii. All containers, i.e., bottles, tins, cartons, tubes etc. are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents.
- viii. Should be clearly stamped- **“Only Govt. Supply, Not for sale”**.

40. Replacement of expired item:

- (i) Expiry / Expired items will be exchanged by the supplier with fresh lot as informed by the Central Store/concern department. No communication in this regards will be entertained regarding timely information / prior to expiry of items.
- (ii) If the supplier fails to exchanges, AIIMS Jodhpur reserves the right to initiate any suitable action against the supplier in this regards.

41. 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 shall have the right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination. In this case no claim of the supplier will be accepted that previously the Goods have been inspected, tested and passed by AIIMS, Jodhpur.
- iii. The Executive 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.

42. PAYMENT CLAUSE:

- i. The bill in triplicate may be sent to Central Store, AIIMS Jodhpur for settlement after satisfactorily delivery of the material. The bill should have full particulars of the item(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 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.

43. 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.

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

45. 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 thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

46. 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.

47. FALL CLAUSE (wherever applicable as per govt. guidelines):

- 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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).

53. AIIMS Jodhpur reserves the right to conclude more than one rate contract for the same item.

54. AIIMS Jodhpur has the option to renegotiate the price with the rate contract holder.

55. The quantity of item given, if any, in the tender is tentative, which may be increased or decreased as per the institute's requirement.

56. Order will be placed as per requirement, irrespective of any other conditions.

57. **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.

58. **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.

59. 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.

60. 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 Executive 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.

61. 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 of Employee of AIIMS.
- 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.

62. 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.

63. 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**

ANNEXURE-I**TECHNICAL BID**

(Tenderer may use separate sheet wherever required)

Note:- Only Original Manufacturers are eligible for bidding.

Sr.	Details of the Bidder	Page	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	Annexure-II: Tender Acceptance Form		
5	Annexure-III: List of Quoted Items [with the Specification of the item mentioned with make and complete specification along with the Technical Bid (without indicating price)].		
6	Annexure-IV: Non Blacklisting Certificate (on Non-Judicial Stamp Paper of ₹ 100/-) of the Bidder.		
7	Annexure-V: Certificate of No Deviation (on Non-Judicial Stamp Paper of ₹ 100/-) of the Bidder.		
8	Annexure-VI: Certificate of Price Justification (on Non-Judicial Stamp Paper of ₹ 100/-)		
9	Annexure-VII: Bank Guarantee Form for Bid Security (EMD) or Demand Draft. [as per Clause No. 07 (Bid Security/EMD) of General Instructions to Bidders]		
10	Annexure-IX: Land Border Declaration (on Non-Judicial Stamp Paper of ₹ 100/-) of the Bidder.		
11	Annexure-X: Affidavit of Self Certification regarding Local Content (on Non-Judicial Stamp Paper of ₹ 100/-).		
12	Valid Registration Certificate of the firm of the Govt. / State Govt.		
13	Financial Status: Bidder must have an average annual turnover of ₹ 1.5 Crore (Rupees One Crore Fifty Lakh only) during the last 03 Financial Years 2020-21, 2021-22 & 2022-23 , for similar products. Turnover Certificate must be duly authenticated by Chartered Accountant of Last Three Financial Years 2020-21, 2021-22 & 2022-23.		
14	Copies of (a) Balance Sheets and (b) Profit & Loss Account of Last Three Financial Years 2020-21, 2021-22 & 2022-23 duly audited & authenticate by a Chartered Accountant.		
15	Copies of Income Tax Return Acknowledgment for last Three Assessment Years 2021-22, 2022-23 & 2023-24.		
16	GSTIN Registration Number of Bidder.		
17	PAN Card of Bidder.		

18	Quality Assurance Certification (If applicable for any item) CE/USFDA/DCGI/ISO/BSP/USP/WHO/GMP/BIS certificate as mentioned in the specification of tender items.		
19	Import License, if applicable		
20	List of Major clients (Government and Private Institutions) where the Bidder has supplied during last three Financial Years 2020-21, 2021-22 & 2022-23.		
24	Any other information, if necessary		
25	Mandate form/ Account Information form/Bank Details		

- **Page number/serial number must 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.- PROC-2/RC/06/2024-AIIMS.JDH Dated: 08th June, 2024 for Tender for Rate Contract for Purchase of Neurosurgery Consumables for department of Neurosurgery 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**LIST OF QUOTED ITEMS**

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

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

ANNEXURE-IV

NON BLACKLISTING CERTIFICATE

(on Non-Judicial Stamp Paper of ₹ 100/-)

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

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

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, our participation in the bid may be summarily terminated at any stage and our firm will be blacklisted/debarred from participation in future tenders and AIIMS Jodhpur may impose any other action as deemed fit.

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

ANNEXURE-V

CERTIFICATE OF NO DEVIATION

(on Non-Judicial Stamp Paper of ₹ 100/-)

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

NIT No.:- PROC-2/RC/06/2024-AIIMS.JDH

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. If any deviation is found in my/our tender documents, AIIMS Jodhpur may take any suitable decision/action against my/our firm.

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

ANNEXURE-VI

CERTIFICATE OF PRICE JUSTIFICATION

(on Non-Judicial Stamp Paper of ₹ 100/-)

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

NIT No.- PROC-2/RC/06/2024-AIIMS.JDH

I / We, [Name of the company / firm] hereby certify that the rates provided are our best rates and we have not quoted/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

BANK GUARANTEE FORM FOR BID SECURITY (EMD)

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 NIT 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 Rate Contract / 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

(to be submitted after Award of Contract)

Whereas
..... (Name and address of the Bidder) (*hereinafter called the "the Supplier"*) has undertaken, in pursuance of NIT No.
..... dated valid from tofor 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

Land Border Declaration

(on Non-Judicial Stamp Paper of ₹ 100/-)

NIT No.- PROC-2/RC/06/2024-AIIMS.JDH

NIT name : - Purchase of Neurosurgery Consumables

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 county 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 Competent 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 above given by us and subsequently the certificate is to be found as false, this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law may to be initiated 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****(on Non-Judicial Stamp Paper of ₹ 100/-)**

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 are 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)				

Please note that submission of “Calculation of local Content” alongwith the technical bid will lead to rejection of the bid.

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).

FINANCIAL BID

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

ANNEXURE-XIII**LIST OF ITEMS**

PROC-2/RC/06/2024-AIIMS.JDH (Item No.s : 01to 69)		
T.R.No.	Items Name	Specifications
1	Vascular access sheath	4Fr diameter,11 cm length
2	Vascular access sheath	4Fr diameter,45-55 cm length
3	Vascular access sheath	5Fr diameter,11 cm length
4	Vascular access sheath	5Fr diameter,45-55 cm length
5	Vascular access sheath	6Fr diameter,11 cm length
6	Vascular access sheath	6Fr diameter,90-100 cm length
7	Vascular access sheath	7Fr diameter,11 cm length
8	Vascular access sheath	7Fr diameter,90-100 cm length
9	Vascular access sheath	8Fr diameter,11 cm length
10	Radial access sheath set	
11	J-tip angiography wire	0.035 inch diameter 135-145 cm length
12	J-tip angiography wire	0.035 inch diameter ,180 cm length
13	J-tip angiography wire	0.035 inch diameter,260-300 cm length
14	Hydrophilic guide wire with torque device	0.035 inch diameter,135-145 cm length
15	Hydrophilic guide wire with torque device	0.035 inch diameter,180 cm length
16	Hydrophilic guide wire with torque device	0.035 inch diameter,260-300 cm length
17	Superstiff guide wire	0.035 inch diameter,75 cm length
18	Stiff hydrophilic wire	0.035 inch diameter,135-145 cm length
19	Angled tip guide wire	0.035 inch diameter,135-145 cm length
20	Angled tip guide wire	0.035 inch diameter,260-300 cm length
21	Headhunter catheter	4Fr,55-65 cm and 100-120 cm
22	Headhunter catheter	5Fr, 55-65 cm and 90-120 cm length
23	C1(Cobra) catheter	4Fr, 65 cm and 90-120 cm length
24	C1(Cobra) catheter	5Fr, 65 cm and 90-120 cm length
25	Hydrophilic C1(Cobra) catheter	4Fr, 55-65 cm and 90-120 cm length
26	Hydrophilic C1(Cobra) catheter	5Fr, 55-65 cm and 90-120 cm length
27	C2(Cobra) catheter	4Fr, 55-65 cm and 90-120 cm length
28	C2(Cobra) catheter	5Fr, 55-65 cm and 90-120 cm length
9	Hydrophilic Sim 1 catheter	4Fr, 55-65 cm and 90-120 cm length
30	Sim(Simmons) catheter curve 2	4Fr,55-65 cm and 100-120 cm
31	Sim(Simmons) catheter curve2	5Fr, 55-65 cm and 90-120 cm length
32	Co axial Microcatheter set	0.020"-0.024" internal diameter
33	Co axial Microcatheter set	0.027"-0.029"internal diameter
34	Inflation device	
35	Y- connector device	
36	W- connector device	
37	PVA(polyvinyl alcohol) particles	Size range:50 micron to 1000

		Micron
38	Carotid stent delivery system with distal protection device	Kindly quote separate price for each size
39	Self expandable stent with distal tapering(for carotid stenting)	Kindly quote separate price for each size
40	Balloon catheters for carotid artery angioplasty	Kindly quote separate price for each size
41	Guiding catheters for interventional neuroradiology	Kindly quote price of each product separately
42	Distal Access Catheter (DAC)	6 Fr Intracranial Support Catheter with 0.072 ID,Upto 130 cm long with flat Pitch Nitinol Braiding-
43	Distal Access Catheter (DAC)	5 Fr Intracranial Support Catheter with 0.058 ID,Upto 130 cm long with flat Pitch Nitinol Braiding-
44	Special microguide wire with torque device for use with microcatheter	Diameter ranging from 0.010 inch to 0.014 inch and length range from 200-300 cm
45	Guide wire for microcatheter for aneurysm management 200cm	High torque, stainless steel with a radiopaque distal platinum coil tip, 0.008,0.010, 0.014 200 CM hydrophilic guide wire with torque device for use with infusion catheters,
46	Guide wire for microcatheter for aneurysm management 300cm(exchange length)	High torque, stainless steel with a radiopaque distal platinum coil tip 0.010, 0.014 300 CM hydrophilic guide wire with torque device for use with infusion catheters,
47	MICROCATHETER: Selective infusion microcatheters for intra cranial aneurysm treatment with 2 tip markers	Straight tip/Preshaped (45 degree & 90 degree) end hole single-lumen Microcatheter for super selective catheterization with 0.017 ID 2.4/1.9F OD Nitinol braided 150 cm usable length dual radiopaque markers permitting 0.014 guide wire & DMSO Compatible
48	MICROCATHETER: Selective infusion microcatheters for intra cranial aneurysm treatment with 2 tip markers	Straight tip/Preshaped (45 degree & 90 degree) end hole single-lumen Microcatheter for super selective catheterization with 0.017 ID 2.1/1.7F OD Nitinol braided 150 cm usable length dual radiopaque markers permitting 0.014 guide wire & DMSO Compatible
49	MICROCATHETER: Selective infusion microcatheters for intra cranial aneurysm treatment	Straight tip end hole single-lumen Microcatheter for super selective catheterization with 0.021 ID 2.8/2.3F OD Nitinol braided 153 cm usable length permitting 0.014" guide wire.It should be DMSO Compatible
50	MICROCATHETER: Shapeable distal tip single lumen	Shapeable distal tip single lumen Microcatheter with 0.027 ID 2.8/3.2F OD distal flexible length 10 cm compatible with Pipeline Embolization Device
51	BRAIN ANEURYSM COIL -	Mechanically Detachable Coils with appropriate & novel progressive coil diameter system (3D & Helix) for intra- cranial aneurysm embolization instant detachment facility (Please also quote Bare platinum & coated coils and soft & extra soft coils)
52	Coil Detachment System:	Coil Detacher for Mechanically Detachable Coils.- DETACHER
53	Remodelling balloon:	Single Lumen,0.010 compatible Balloon for flow modification/assistance for balloon assisted coiling of wide neck Bifurcation Aneurysms
54	Remodelling balloon:	Single Lumen,0.010 compatible Balloon for flow modification/assistance for balloon assisted coiling of

		wide neck Side Wall Aneurysms
55	Balloon tipped guiding catheter	
56	MICROCATHETER : Compatible with Flow Diverter Delivery	Shapeable distal tip single lumen Microcatheter with 0.027 ID 2.8/3.2F OD distal flexible length 10 cm compatible with Pipeline Embolization Device
57	Flow diverter:	Fully Re-Sheathable, 48 Wire Braded made up of Cobalt Cromium & Platinum Tungusten alloy with shoft Distal and angled Tip.
58	Microcatheter: Super-selective high flow directed braided micro catheter for AVM	OD 2.7/1.3F usable length 165cm with Hydrophilic coating for AVM treatment. (Specify if the catheter is braided/non-braided and the specific material of the catheter hydrophilic coating used)
59	Microcatheter: Super-selective high flow directed braided micro catheter for AVM	Single lumen endhole OD 3.0/1.5F usable length 170cm with Hydrophilic coating for AVM treatment. (Specify if the catheter is braided/non-braided and the specific material of the catheter hydrophilic coating used).Only Mechanically Detachable Tip,DMSO Compatible Microcatheter,
60	AVM MICROGUIDEWIRE	0.007 Microguidewire for AVM Treatment
61	Intra-cranial stents for stent assisted coiling of aneurysms	
62	Detachable tip catheter for onyx delivery	
63	Liquid embolization agents for AVM injection	
64	Luer lock injector syringe 1ml. for inflation & deflation of Occlusion Balloon System	
65	Rotating Y connectors with 3-way adjustable valve 9F	
66	Rotating Y connectors with 2-way adjustable valve 9F	
67	Tirofiban HCl	
68	Recombinant tissue plaminogen activator	
69	Chiba needle	21G and 22G diameter,15 cm Length