

***RATE CONTRACT***  
***FOR SUPPLY OF***  
**Implantable Hearing Devices**  
**All India Institute of Medical Sciences, Jodhpur**

<b>NIT No.</b>	<b>:</b>	<b>PROC-2/RC/18/2024-AIIMS.JDH</b>
<b>NIT Issue Date</b>	<b>:</b>	<b>13<sup>th</sup> March, 2025</b>
<b>Last Date of Submission</b>	<b>:</b>	<b>14<sup>th</sup> April, 2025 (3:00 PM)</b>
<b>Date of Opening</b>	<b>:</b>	<b>15<sup>th</sup> April, 2025</b>
<b>Pre-Bid Meeting</b>	<b>:</b>	<b>25<sup>th</sup> March, 2025 (4:00 PM Onwards)</b>

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



**All India Institute of Medical Sciences, Jodhpur**  
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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 Contact for supply of Implantable Hearing Devices** at AIIMS Jodhpur. You are requested to quote your best offer along with the complete details of specifications, terms & conditions as mentioned in the succeeding paragraphs.

### General Instructions to Bidders:

1. Bids shall be submitted online only at CPP Portal website: <https://eprocure.gov.in>.
2. The complete bidding process is **ONLINE**. The Bidder should be in possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to the bidding, DSC needs to be registered on the mentioned above website. For any assistance for e-Bidding Process, if required, bidder may contact to the Help Desk at 0291-2740741.
3. Tenderers / Bidders are advised to follow the instructions provided in the '**General Instructions to the Bidders**' for the e-submission of the bids online through the *Central Public Procurement Portal* at <https://eprocure.gov.in>.
4. Bid documents as mentioned in the succeeding paragraphs to be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. **Bid Security (Earnest Money):** The bidder shall be required to submit the Bid Security (Earnest Money) for an amount of **₹ 2,00,000/- (Rupees Two Lakh Only)** by way of Demand Draft / FDR / Bank Guarantee [**ANNEXURE-VIII**] only. The Bid Security (Earnest Money) shall be drawn in favour of "*All India Institute of Medical Sciences, Jodhpur*".
  - a) The Bid Security (Earnest Money) of the Unsuccessful Bidders shall be returned after the *Award of Contract*.
  - b) The Bid Security (Earnest Money) of Successful Bidders shall be returned after the receipt of Performance Security.
  - c) No request for transfer of any previous Bid Security or Performance Security or Payment of any Pending Bill held by the institute, in respect of any previous work, will be entertained.
  - d) The bidder is not permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the conditions made herein or backs out after quoting the rates, the Earnest Money will be forfeited.
  - e) The Bid Security (Earnest Money) has to be submitted by all the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)]. Copy of registration must be provide along with technical bid. No other relaxation shall be allowed.
  - f) No Claim shall lie against AIIMS- Jodhpur in respect of interest on the amount of Bid Security (Earnest Money).

**The Original Hard Copy of the following documents to be submitted.**

- (i) **The EMD Document (Demand Draft / FDR / Bank Guarantee [ANNEXURE-VIII])**
- (ii) **The annexures/documents submitted on Rs 500 Non judicial stamp paper.**

**The above documents must be delivered in the office of Deputy Director (Admin), AIIMS, Jodhpur, before the last date / time of Bid Submission. The bid without comprising the above documents will be summarily rejected. The copy of the above documents must also be attached while submitting / uploading the Technical Bid.**

6. The bidder must read and examine all the terms, conditions, instructions etc. contained in the NIT. Failure to provide and/or comply with the required information, instructions etc. incorporated in the Tender Documents will result in rejection of Bid.
7. The rates quoted, approved and accepted by the Executive Director, AIIMS shall be valid for **Two Years** from the date of **Award of Contract**. (Extendable on mutual agreement, under the same Terms & Conditions as prescribed in this contact, if required).
8. **SUBMISSION OF TENDER**
  - a) The bid shall be submitted online in Two Parts viz. **(A) TECHNICAL BID** and **(B) FINANCIAL BID** (in the attached BoQ / Excel Sheet at CPP Portal).
  - b) All the pages of bid being submitted must be signed and sequentially numbered by the bidder, irrespective of nature of content of the documents before uploading.
  - c) The Technical Bid Documents **MUST BE** submitted and sequenced / arranged in the following order, **failing this may result in rejection of the bid (MOST IMPORTANT)**:

SEQUENCING	DOCUMENTS
First	Details of the Bidder and Key Person for any communication regarding Rate Contract [Name, Designation, Type of Firm (Sole Proprietor, Partnership, Company, PSU etc.), Contact Number, eMail Address and Office Address].
Second	All the Annexures are to be submitted in proper sequence / order from <b>ANNEXURE-I</b> to <b>ANNEXURE-XI</b> (Except for <b>ANNEXURE-VIII</b> & <b>ANNEXURE-IX</b> ).
Third	Bid Security (Earnest Money) in the form of Demand Draft or FDR or Bank Guarantee [ <b>ANNEXURE-VIII</b> ].
Forth	List of Quoted Items [ <b>ANNEXURE-IX</b> ].
Fifth	Registration Certificate of the firm.
Sixth	GST Registration Certificate of the firm.
Seventh	PAN Card of the firm.
Eighth	No Case Pending Declaration (Must be submitted as affidavit on ₹ 500/- Non-Judicial Stamp Paper).
Ninth	Mandate Form / Bank Details.
Tenth	Licenses / Certificates as per US-FDA / European CE / Equivalent Indian Standards (wherever applicable).

Eleventh	Drug Licenses issued by Central / State Drug Controller.
Twelfth	Any other relevant document regarding special instructions / use / storage / shelf life.
Thirteenth	Import License issued to the Authorized Agent / Importer by the Government of India.
Fourteenth	Income Tax Return Acknowledgement for Last Three Assessment Years (A.Y. 2022-23, 2023-24 & 2024-25,).
Fifteenth	Average Annual Turnover Certificate / Statement duly verified and audited by Chartered Accountant (for the F.Y. 2021-22, 2022-23 & 2023-24).
Sixteenth	Profit & Loss A/c and Balance Sheet (in chronological order for F.Y. 2021-22, 2022-23 & 2023-24).
Seventeenth	This NIT Document and its Corrigendum (if issued by the institute), <b><i>all pages duly signed and stamped.</i></b>
Eighteenth	Any other relevant document ( <i>left to be included in this list</i> ).

**The offer submitted via Telegram / Fax / Email shall not be considered. No correspondence will be entertained in this matter.**

## GENERAL TERMS AND CONDITIONS

**Sub.:** Notice Inviting bids for “**RATE CONTRACT - SUPPLY OF IMPLANTABLE HEARING DEVICES**” at All India Institute of Medical Sciences- Jodhpur.

### 1. PARTIES

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

### 2. PRE-BID MEETING

a) Pre-Bid meeting is scheduled on **25<sup>th</sup> March, 2025 at 04:00 PM** at Conference Hall, Medical Superintendent Office, OPD Building AIIMS Jodhpur. The bidders are advised to submit representation only through email at [procurement.aiimsjodhpur@gmail.com](mailto:procurement.aiimsjodhpur@gmail.com) on or before **27<sup>th</sup> March, 2025** till 05:00 PM.

b) The bidder MUST keep the subject of the eMail as “**RATE CONTRACT - SUPPLY OF IMPLANTABLE HEARING DEVICES (PROC-2/RC/18 /2024-AIIMS.JDH)**”.

c) The representations received thereafter and on any other Email ID of the Institute will not be entertained.

3. The 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. Any bids received by the Institute, which does not fulfill the 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 circumstance.**

4. Bids comprising of such vague and indefinite expression such as ‘*Subject to prior confirmation*’, ‘*Subject to immediate acceptance*’ etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.

5. The bidder 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 amount of Bid Security (Earnest Money) will be forfeited.**

6. **Only Original Manufacturer (OM) can bid in the Rate Contract.** The Authorized Sole Indian Importer of Foreign Firm can also bid (*the Authorization Certificate as per the ANNEXURE-II, showing the Validity Period, must be submitted / attached in the Technical Bid*).

7. At any time prior to date of submission of tender, AIIMS-Jodhpur 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 the bid, AIIMS-Jodhpur may, at its discretion, extend the date and time for submission of bids.

**8. DOCUMENTS COMPRISING THE BID:** The Two Bid System i.e. **(A) TECHNICAL BID** and **(B) FINANCIAL BID**

**(A) TECHNICAL BID**

To qualify in the Technical Bid the firm must fulfill the minimum eligibility criteria as under and the firm in this regard must submit / attach the following documents in support of their eligibility criteria:

- a) Details of the Bidder and Key Person for any communication regarding Rate Contract [Name, Designation, Type of Firm (Sole Proprietor, Partnership, Company, PSU etc.), Contact Number, eMail Address and Office Address] must be submitted.
- b) Technical Information and Undertaking as per **Contract Form [ANNEXURE-I]**.
- c) **Manufacturer's Authorization Certificate [ANNEXURE-II]**, if the bidder is quoting on behalf of the Foreign Company.
- d) **Tender Acceptance Form [ANNEXURE-III]**.
- e) **Non-Blacklisting Certificate** that the firm has not been blacklisted in the past by any Government / Private Institution on ₹ 500/- Non-Judicial Stamp Paper [**ANNEXURE-IV**],
- f) **No Deviation Certificate** on ₹ 500/- Non-Judicial Stamp Paper [**ANNEXURE-V**]
- g) **Price Justification Certificate** on ₹ 500/- Non-Judicial Stamp Paper [**ANNEXURE-VI**]
- h) The bidder must submit duly filled & signed certificate of **Land Border Declaration** on ₹ 500/- Non-Judicial Stamp Paper, in compliance of the terms and conditions mentioned in Department of expenditure OM No. 6/18/2019-PPD dated: 23<sup>rd</sup> July, 2020 and subsequent guidelines issued thereafter [**ANNEXURE-VII**],
- i) Copy of **Bid Security (Earnest Money)** in the form of Demand Draft or FDR or Bank Guarantee [**ANNEXURE-VIII**].
- j) **List of Quoted Items [ANNEXURE-IX]**.
- k) **Calculation of Local Content [ANNEXURE-X]** (if applicable)- **to be submitted alongwith BOQ.**
- l) **Affidavit of Self Certification regarding Local Content** on ₹ 500/- Non-Judicial Stamp Paper (**if applicable**) [**ANNEXURE-XI**]
- m) Copy of **Valid Registration Certificate** of the firm issued by the Central Government / State Government.
- n) Copy of **GST Registration Certificate** and **PAN Card**.
- o) **No Case Pending Declaration** (Must be submitted as affidavit on ₹ 500/- Non-Judicial Stamp Paper) as per standard format.
- p) Copy of **Mandate Form** / Bank Details.
- q) Copy of **Licenses / Certificates** as per US-FDA / European CE / Equivalent Indian Standards (CDSCO)(wherever applicable).
- r) **Drug Licenses** issued by Central / State Drug Controller.
- s) Any other relevant document regarding special instructions / use / storage / shelf life.
- t) Copy of **Import License** issued to the Authorized Agent / sole Importer by the Government of India.

- u) Copy of **Income Tax Return Acknowledgement** for Last Three Assessment Years (A.Y. 2022-23, 2023-24 & 2024-25).
- v) Copy of **Average Annual Turnover Certificate / Statement** duly audited (for the F.Y. 2021-22, 2022-23 & 2023-24) must be attached in the Technical Bid Document. The **Average Annual Turnover** of the bidder should be at least ₹ 2.00 Cr. (**Rupees Two Crore only**) in the Last Three Financial Years (F.Y. 2021-22, 2022-23 & 2023-24) from the Indian Business.
- w) Copy of **Profit & Loss A/c and Balance Sheet** (in chronological order for F.Y. 2021-22, 2022-23 & 2023-24) also be submitted.
- x) 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 firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.

### **(B) FINANCIAL BID**

Financial Bid as per BoQ format filled up with all the details including Make (Company) etc. of the goods offered to be uploaded.

#### **Schedule of price bid in the form of BOQ\_XXXX.xls:**

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 Financial Bid. Bidder shall not tamper/modify the 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.

- 9. The Item Names and Specifications are mentioned in **List of Items [ANNEXURE-XIV]**.
- 10. Full description & specifications, Make (Company) / Brand / Name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The tendered 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.

#### **11. SIGNING OF TENDER**

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

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- b) 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.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

d) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and 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.

## **12. EXCLUSION**

The near relatives of employees of AIIMS, Jodhpur are prohibited from participation in this tender. The near relative for this purpose are defined as:

- a) Members of a Hindu Undivided Family.
- b) Their spouses
- c) 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.

## **13. DOCUMENTS**

- a) All pages of the Tender should be numbered and indexed.
- b) 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.

## **14. BID CURRENCIES**

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

## **15. BID PRICES**

- a) 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.
- b) 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 alongwith revised reduced rates. 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.



**16. VALIDITY OF THE BIDS**

The bids shall be valid for a period of 12 Months from the date of opening of the NIT. In case, the Contract is not finalized within stipulated period, its validity shall be updated via corrigendum(s) on the institute's website.

**17. RIGHT OF ACCEPTANCE**

a) 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.

b) The AIIMS- Jodhpur does not bind itself to accept the lowest bid or any bid and reserves the right 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. 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.

c) The AIIMS- Jodhpur reserves the right to place an order for purchase of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.

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

**18. FIRM PRICE**

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.

**19. 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.

**20. PURCHASE PREFERENCE TO LOCAL SUPPLIERS**

In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 16<sup>th</sup> September 2020 (as amended from time to time) and F.No. Z.28018/67/2017-EPW dated 12<sup>th</sup> June 2018 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.

**21. MINIMUM LOCAL CONTENT**

The minimum local content shall be maintained as per Government of India Order No. P-45021/2/2017-B.E.-II dated 16<sup>th</sup> September 2020 (as amended from time to time) and F.No. Z.28018/67/2017-EPW dated 12/06/2018, as amended from time to time.

**22. 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-B.E.-II dated 16<sup>th</sup> September 2020 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.

**23. Affidavit of Self Certification regarding Local Content [Annexure-XI] on ₹ 500/- Non-Judicial Stamp Paper, except 100% importers.****24. TECHNICAL EVALUATION**

a) Detailed technical evaluation shall be carried out by Purchase Committee / Tender Evaluation 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.

b) Financial bids of only those bidders who qualify the technical criteria will be opened provided all other requirements are fulfilled.

c) AIIMS Jodhpur shall have right to accept or reject any or all bidders without assigning any reasons thereof.

**25. SAMPLE/DEMONSTRATION**

a) The bidders may be asked to submit samples of the items (if required) for which they have quoted (without indicating price), with clear marking of Firm's Name in each of item, Tender Reference number and all the expenses for sample/demonstration shall be borne by the bidder.

b) The samples are required to be submitted at **Central Store, AIIMS Jodhpur** in original packing, duly labelled (printed) and sealed having all relevant details such as manufacturing date, expiry date, batch number etc.

c) The sample received from bidders will be evaluated by the Technical Evaluation Committee for their quality and the decision of the Committee will be final.

d) The Technical Committee may also ask for the demonstration of the items for which a particular date and time will be informed.

**26. FINANCIAL EVALUATION**

a) The financial bid shall be opened for only those bidders who are found to be technically eligible through the CPP Portal only.

b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be

considered as valid. If the Supplier does not accept the correction of the errors, that bid shall be rejected.

## 27. RIGHT TO CALL UPON INFORMATION

- a) The AIIMS, Jodhpur will have the right to call upon information regarding status of work / job at any point of time.
- b) To assist in the analysis, evaluation and computation of the bids, the Purchase Committee / Tender Evaluation 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.

28. The Purchase Committee / Technical Evaluation 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 / Technical Evaluation Committee.

## 29. PERFORMANCE SECURITY

- a) The Successful bidder shall be required to submit the Performance Security (in the form of Demand Draft / FDR / irrevocable Bank Guarantee [**ANNEXURE-XII**] duly issued by any Scheduled Commercial Bank) for an amount of ₹ 5,00,000/-.
- b) Performance Security must be valid at least up to Two Years + Sixty Days from the date of Award of Contract.
- c) The Performance Security of successful bidders will be refunded / released after the completion of all contractual obligations and/or till the validity of the Performance Security, whichever is later. If the contract is extended on mutual agreement, it will be renewed accordingly.
- d) The Performance Security 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 or non-observance of any condition of the contract.
- e) No interest on Performance Security shall be paid by the Institute to the bidder.

## 30. AWARD OF CONTRACT

- a) 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. The L-1 Bidder will be decided on individual item basis.
- b) AIIMS Jodhpur has the option to renegotiate the price with the Awardee of Contract.
- c) The Award of Contract shall be issued to the L-1 bidders for **Two Years**, valid from the date of issue of Award of Contract (extendable on mutual agreement).

d) AIIMS-Jodhpur shall reserve the right to terminate the contract at any time without assigning any reason thereof.

### 31. AUTHORIZED DISTRIBUTOR

a) The Original Manufacturer (OM), after receipt of *Award of Contract*, may furnish the details of their Authorized Distributor, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where Indian Agent has been nominated by the manufacturer, the bills raised by them against our purchase order will be accepted.

b) Any addition and deletion of Authorized Distributorship shall be intimated to AIIMS- Jodhpur, immediately on authorization of a new party.

### 32. SUBLETTING OF WORK

The Authorized Distributor shall not assign or sublet the work/job or any part of it to any other person or party.

33. The Awardee of Contract shall provide the name and mobile number of a Key Person, who can be contacted at any time, even beyond the office hours on holidays. 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. PLACEMENT OF PURCHASE ORDER

a) The Purchase Orders shall be issued for requirement on actual need basis.

b) All India Institute of Medical Sciences (AIIMS), Jodhpur shall be the sole authority to cancel or amend the Purchase Order, as per requirement, and also to place Purchase Orders beyond Office Hours / Holidays / Place of Supply, for which no additional payment shall be made.

### 35. PACKING

a) Supplies to be made in a Proper Boxes with proper packaging.

b) Packing should be able to prevent damage or deterioration during transit.

c) 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.

d) Each unit / items must be clearly stamped- "**AIIMS Jodhpur Supply Only**".

### 36. DELIVERY

a) Delivery of Goods shall be made by the supplier within **30 days of placing of Purchase Order**, at the location mentioned in the Purchase Order issued.

b) We being a Healthcare Institute, time is the essence of every Purchase Order, hence, the supplier firm should have availability of a responsible person on call 24x7 on all days, to accept and deliver the items at a **very short notice i.e. within 24 hours also**. The delivery period will be mentioned in the Purchase Order.

c) The supply must be made in full against the Purchase Orders and shortage will be procured from other supplier on the risk and cost of the Original Supplier.

d) If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Jodhpur.

### 37. LIQUIDATED DAMAGES

Supply of material will have to be completed within the delivery period or 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.

### **38. INSPECTION**

- a) AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the AIIMS, Jodhpur.
- b) AIIMS, Jodhpur shall have the 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.
- c) 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.
- d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within Two Days 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.
- e) In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The 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.
- f) Supply should be made from the latest batch of production with at least 75% shelf life & original packing.

### **39. REPLACEMENT OF EXPIRED ITEM**

- a) Expired items will be exchanged within Two Days by the supplier with fresh lot as informed by the Department / Central Store. No communication in this regard will be entertained regarding timely information / prior to expiry of items.
- b) If the supplier fails to exchange the expired goods / items within the timeframe, it will be termed as breach of contract conditions, AIIMS Jodhpur reserves the right to initiate any suitable action against the supplier in this regards.
- c) The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.

### **40. THE PAYMENT CLAUSE**

- a) Payment of the bill will be made after receipt of the goods in satisfactory condition and inspection by the concern Committee.
- b) The GST Invoice in Triplicate must be sent to the Delivery Location along with the supplied goods. The bill should have full particulars of the items(s) viz. Item's complete name, Tender Reference Number, HSN Code, Basic Rate, GST Percentage, GST Amount, Total Amount (in numbers & words).

- c) If the items mentioned in Purchase Order is supplied in Part Supply then the **payment will be made only after receipt of Full Supply. No part payment will be made in any case.**
- d) Freight, insurance charges, if any will be borne by the supplier, Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within Two Days without additional freight / transport charge etc.
- e) GST and other Government Levies shall be paid extra, as applicable.
- f) 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.
- g) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.
- h) No revision in rate (on higher side) will be accepted during contract period.
- i) No payment will be made for goods rejected.

#### **41. RISK & COST PURCHASE**

If supplier 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 contract for that item(s), forfeiture of security deposit and to procure 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.

#### **42. FORCE MAJEURE**

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 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.

#### **43. INSOLVENCY / BANKRUPTCY**

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 and any other action as per the government guidelines will be taken against the bidder.**

**44. FALL CLAUSE (wherever applicable as per Government's Guidelines)**

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. 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.

**45. ARBITRATION**

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. 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.

**46. 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.

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

**Deputy Director (Admin)**

## ANNEXURE-I

### [CONTRACT FORM]

#### TECHNICAL INFORMATION AND UNDERTAKING

The bidders are advised to fill prescribed Proforma & enclosed relevant document as per requirement & sequence of given Proforma. The bidder should mention Page Number with all required details of relevant document in the prescribed Proforma. If the bidder does not fill the prescribed given Proforma their offer shall be **summarily rejected & no correspondence will be entertained**.

Sr.	Details of the documents to be submitted	Page	Remarks
1	Details of the Bidder and Key Person for any communication regarding Rate Contract [Name, Designation, Type of Firm (Sole Proprietor, Partnership, Company, PSU etc), Contact Number, eMail Address and Office Address].		
2	Contract Form [ <b>ANNEXURE-I</b> ]		
3	Manufacturer's Authorization Certificate [ <b>ANNEXURE-II</b> ]		
4	Tender Acceptance Form [ <b>ANNEXURE-III</b> ]		
5	Non-Blacklisting Certificate [ <b>ANNEXURE-IV</b> ]		
6	No Deviation Certificate [ <b>ANNEXURE-V</b> ]		
7	Price Justification Certificate [ <b>ANNEXURE-VI</b> ]		
8	Land Border Declaration [ <b>ANNEXURE-VII</b> ]		
9	Bid Security (Earnest Money) in the form of Demand Draft or FDR or Bank Guarantee [ <b>ANNEXURE-VIII</b> ].		
10	List of Quoted Items [ <b>ANNEXURE-IX</b> ]		
11	Calculation of Local Content [ <b>ANNEXURE-X</b> ]		
12	Affidavit of Self Certification regarding Local Content [ <b>ANNEXURE-XI</b> ]		
13	Registration Certificate of the firm.		
14	GST Registration Certificate of the firm.		
15	PAN Card of the firm.		
16	No Case Pending Declaration (Must be submitted as affidavit on ₹ 500/- Non-Judicial Stamp Paper).		
17	Mandate Form / Bank Details.		
18	Licenses / Certificates as per US-FDA / European CE / Equivalent Indian Standards (wherever applicable).		
19	Drug Licenses issued by the Central / State Drug Controller.		
20	Any other relevant document regarding special instructions / use / storage / shelf life.		
21	Import License issued to the Authorized Agent / Importer by the Government of India.		
22	Income Tax Return Acknowledgement for Last Three Assessment Years (A.Y. 2022-23, 2023-24 & 2024-25).		



23	Average Annual Turnover Certificate / Statement duly verified and audited by Chartered Accountant (for the F.Y. 2021-22, 2022-23 & 2023-24).		
24	Profit & Loss A/c and Balance Sheet (F.Y. 2021-22).		
25	Profit & Loss A/c and Balance Sheet (F.Y. 2022-23).		
26	Profit & Loss A/c and Balance Sheet (F.Y. 2023-24).		
27	This NIT Document and its Corrigendum (if issued by the institute), <b>all pages duly signed and stamped.</b>		
28	Any other relevant document ( <i>left to be included in this list</i> ).		

- Page Number **Must be marked** on each and every page of Tender Documents, Corrigendum(s) and all copies of the documents attached.
- The bidder **MUST Mention** Page number in the above Table, wherever the copy(s) of the document(s) are arrange / kept.
- In case of non-fulfilment of any of the above information / document(s), the bid will be summarily rejected, without giving any notice.

(Dated Signature of the Bidder with stamp of firm)

Dated:

Place:

### **Undertaking**

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
2. 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.
3. 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.

(Dated Signature of the Bidder with stamp of firm)

Date:

Place:

Note: The contract form (Annexure – I) to be submitted on letter head mandatorily.

**ANNEXURE-II**

**[MANUFACTURER’S AUTHORIZATION CERTIFICATE]**

Dated:

To  
The Executive Director,  
All India Institute of Medical Sciences, Jodhpur  
MIA Phase-II, Basani, Jodhpur

NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rate  
Contract \_\_\_\_\_ at AIIMS Jodhpur.

**Subject: Manufacturer’s Authorization Certificate.**

Dear Sir,

We, \_\_\_\_\_, who are proven and reputable  
Manufacturers / Importer of \_\_\_\_\_ (name and  
description of the Items / Category offered in the Quotation) having factories at \_\_\_\_\_  
\_\_\_\_\_ hereby authorize  
M/s. \_\_\_\_\_ (name and address of the agent) to submit a 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.

This authorization is valid till.....

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs. \_\_\_\_\_

[Name, address & contact detail of the manufacturer]

**Note:**

1. Manufacturer’s Authorization Certificate format other than this format will not be acceptable.
2. This letter of Manufacturer’s Authorization Certificate should be on the Letter Head of the Original Manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

**ANNEXURE-III**  
**[TENDER ACCEPTANCE FORM]**

To  
The Executive Director,  
All India Institute of Medical Sciences, Jodhpur  
MIA Phase-II, Basani, Jodhpur

NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rate  
Contract \_\_\_\_\_ at AIIMS Jodhpur.

We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. 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 as 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.

We agree to keep our bid valid for acceptance as required in your NIT Document, subsequently for the extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to 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. / PSU / Autonomous Bodies etc.

We confirm that we fully agree to the terms and conditions specified in the Tender Enquiry Document, including amendment / corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by AIIMS Jodhpur in addition to forfeiture of the Bid Security / Performance Security.

Name: \_\_\_\_\_

*(Signatures of the Bidder with Name, Designation & Company's Seal)*

Address: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE-IV**  
**[NON-BLACKLISTING CERTIFICATE]**

*(on ₹ 500/- Non-Judicial Stamp Paper)*

To  
The Executive Director,  
All India Institute of Medical Sciences, Jodhpur  
MIA Phase-II, Basani, Jodhpur

NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rate  
Contract \_\_\_\_\_ at AIIMS Jodhpur.

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

(ii) 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, the contract may be summarily terminated at any stage, and AIIMS Jodhpur may imposed any action as per NIT rules.

**OR**

(i) I/We hereby certify that the [Name of the company / firm] has been debarred/blacklisted by \_\_\_\_\_ (Name of Central / State Government / Public Sector Undertaking / Institute) vide order No. \_\_\_\_\_ dated \_\_\_\_\_. However, I/We \_\_\_\_\_ (Name of the company / firm) state that the said blacklisting/debarment has been revoked vide order No. \_\_\_\_\_ dated \_\_\_\_\_. I certify that as on date, I/We \_\_\_\_\_ ( Name of the company / firm) is not blacklisted/debarred by any Central / State Government / Public Sector Undertaking / Institute on any account.

(ii) 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, the contract may be summarily terminated at any stage, and AIIMS Jodhpur may imposed any action as per NIT rules.

**[Note: Strike out whichever is not applicable]**

Name: \_\_\_\_\_

*(Signatures of the Bidder with Name, Designation & Company's Seal)*

Address: \_\_\_\_\_

\_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE-V**  
**[NO DEVIATION CERTIFICATE]**

*(on ₹ 500/- Non-Judicial Stamp Paper)*

To  
The Executive Director,  
All India Institute of Medical Sciences, Jodhpur  
MIA Phase-II, Basani, Jodhpur

NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rate  
Contract \_\_\_\_\_ at AIIMS Jodhpur.

I/We, M/s \_\_\_\_\_ 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 Financial, 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.

Name: \_\_\_\_\_

*(Signatures of the Bidder with Name, Designation & Company's Seal)*

Address: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE-VI**  
**[PRICE JUSTIFICATION CERTIFICATE]**

*(on ₹ 500/- Non-Judicial Stamp Paper)*

To  
The Executive Director,  
All India Institute of Medical Sciences, Jodhpur  
MIA Phase-II, Basani, Jodhpur

NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rate  
Contract \_\_\_\_\_ at AIIMS Jodhpur.

I/We, M/s. \_\_\_\_\_ certify that the rates provided are  
our best rates and we have not quoted these materials to any Government Department / PSU / Institution for lesser  
than the rates quoted in the present bid in the last one year.

Name: \_\_\_\_\_

*(Signatures of the Bidder with Name, Designation & Company's Seal)*

Address: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE-VII**  
**[Land Border Declaration]**  
*(on ₹ 500/- Non-Judicial Stamp Paper)*

To  
The Executive Director,  
All India Institute of Medical Sciences, Jodhpur  
MIA Phase-II, Basani, Jodhpur

NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rate  
Contract \_\_\_\_\_ at AIIMS Jodhpur.

*"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 country 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 country 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 given by us and subsequently the certificate is to be found as false, this would be ground for immediate termination of our bid/offer and further legal action in accordance with the law may 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 Original Manufacturer]*

**ANNEXURE-VIII**

**[BANK GUARANTEE FORM FOR BID SECURITY (EARNEST MONEY)]**

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. \_\_\_\_\_ dated \_\_\_\_\_ 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)

NOTE: **ANNEXURE-VIII** is applicable for only those bidders who are submitting their Bid Security in the form of Bank Guarantee.



**ANNEXURE-IX**  
**[LIST OF QUOTED ITEMS]**

To  
The Executive Director,  
All India Institute of Medical Sciences, Jodhpur  
MIA Phase-II, Basani, Jodhpur

NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rate  
Contract \_\_\_\_\_ at AIIMS Jodhpur.

Tender Ref.	Item Sr. No.	Item Name	Item Code	Specifications (Size, shape with further in detail)	Whether complying with NIT's Specs (Yes/No)	Brand/model	Make (Company)
1.							
2.							
3.							
4.							
.							
..							
...							
<b>TOTAL NUMBER OF QUOTED ITEMS</b>							

Name: \_\_\_\_\_

*(Signatures of the Bidder with Name, Designation & Company's Seal)*

Address: \_\_\_\_\_

\_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEXURE-X [Calculation of Local Content]

*(To be submitted along with BoQ)*

To  
The Executive Director,  
All India Institute of Medical Sciences, Jodhpur  
MIA Phase-II, Basani, Jodhpur

NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rate  
Contract \_\_\_\_\_ at AIIMS Jodhpur.

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:-

I. 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.

II. 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).

Name: \_\_\_\_\_

*(Signatures of the Bidder with Name, Designation & Company's Seal)*

Address: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: Calculation of Local Content submitted in the Technical Bid will lead to rejection of the bid.**

**ANNEXURE-XI****[Affidavit of Self Certification regarding Local Content]  
(on ₹ 500/- Non-Judicial Stamp Paper)**

NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ for Rate Contract \_\_\_\_\_ at AIIMS Jodhpur.

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-B.E.-II dated 15/06/2017.

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 valve addition of the product mentioned herein is found to be incorrect and not meeting the prescribed valve-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-B.E.-II dated 15.06.2017.

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-XII**  
**[BANK GUARANTEE FORM FOR PERFORMANCE SECURITY]**  
**(To be submitted by successful bidders only)**

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 \_\_\_\_\_ (*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 up to \_\_\_\_\_ (*insert last date of currency of Contract plus Warrant Period (If applicable) plus additional Sixty 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-XIII**  
**[FINANCIAL BID]**

**BoQ** must be uploaded as per instructions given in **Tender Enquiry Document** at CPP Portal.

Firm:						
Firm's Address:						
Contact No.:						
S.No.	Item Name	Item Code	Specifications (Size, shape & other details)	Make (Company)	Rate per Each Unit (Excl. GST)	Remarks

**Note:**

1. Rates to be quoted for Each Unit / Per Unit of item (without including GST). Not for the Pack / Box etc.
2. Rates to be quoted upto TWO DECIMAL Points and in INR Only.

Place:

Date:

Name of the Key Person:

Designation:

Contact:

eMail ID:

Office Address:

Bidder must submit financial bid in .xls (Excel workbook 97-2003 workbook) only.

Fill in **LIGHT PURPLE COLORED** fields ONLY.

## ANNEXURE-XIV [LIST OF ITEMS]

S. No.	Item Code	Particular	Specifications	
1	1.001	Basic Cochlear Implant with BTE Speech Processor	(i) Features of Implants	a) Small Compact Implant with hermetically sealed Titanium housing with Silicon Cover
				b) Multi-channel, multi-electrode
				c) Should have provision to choose electrode arrays of different lengths/types for individual patient needs at no added cost
				d) Should be MRI Compatible at 1.5 Tesla without removal of magnet should be compatible as per USA Standard
				e) Should have both intra-operative and post-operative electrode integrity testing facility
				f) should be compatible with current and all future technologies in speech processor and if company is no longer manufacturing the present speech processor then it should be upgraded to higher model free of cost if within the warranty period
				g) Behind the Ear (BTE)
			(ii) Features of Speech Processor	a) should be moisture resistant
				b) should have latest internationally recognized sound coding strategies
				c) should have adequate memory for storing multiple settings
				d) should have wide input dynamic range (minimum 75dB), dual microphone with automatic adaptive directionality feature for better understanding of speech in noise
				e) should be Assistive Listening Devices compatible
				f) Should have remote control
				g) should be telephone compatible, with integrated Telecoil option
				h) Should have option of rechargeable battery system and Zinc Air Batteries both the options should be provided
			(iii) Accessories and consumables	a) Should be quoted with the following set of accessories and consumables
				b) Coil-1 nos
				c) Rechargeable batteries - 03 sets of batteries with charger - 01 nos
				d) Clip to hold the processor in place - 01 nos
				e) Provision to hinge the processor at different body levels
				f) Electronic de-humidifier - 01 nos
				g) Device to check the speech processor functioning - 01 nos
				h) Coil-cables - 02 nos
				i) Interchangeable magnets of varying strengths - 02 nos
				j) Remote Control - 1 nos
k) Battery frame as applicable for rechargeable and non-rechargeable Zinc Air Batteries - 01 nos each				
l) Should provide latest clinical hardware and software for intra-op testing and post-op mapping				
(iv) Miscellaneous	a) should provide related surgical, audiological and rehabilitation training			
	b) The whole system i.e. internal implant and the speech processor should be US- FDA approved/ European CE/ BIS/ any other equivalent certification			
(v) Warranty	a) Should elaborate the inclusions and exclusions of warranty			
	b) Accessories, services and repairs should be available for at least 10 years			
	c) Should have 10 years warranty for Internal Cochlear Implant, 3 years warranty for Speech Processor, coil, battery frames, remote control, 02 years warranty for electronic dehumidifier, 01 year warranty for rechargeable batteries and charger			

Note: Point by point technical specification compliance chart to be submitted along with supporting documents				
S. No.	Item Code	Particular	Specifications	
2	1.002	Basic Cochlear Implant with single unit speech processor	(i) Features of implant	a) Small Compact Implant with hermetically sealed Titanium housing with Silicon Cover
				b) Multi-channel, multi-electrode
				c) Should have provision to choose electrode arrays of different lengths/types for individual patient needs at no added cost
				d) Should be MRI Compatible at 1.5 Tesla without removal of magnet should be compatible as per USA Standard
				e) Should have both intra-operative and post-operative electrode integrity testing facility
				f) should be compatible with current and all future technologies in speech processor and if company is no longer manufacturing the present speech processor then it should be upgraded to higher model free of cost if within the warranty period
			(ii) Features of Speech Processor	a) Off-the-Ear Single Unit Speech Processor
				b) should be moisture resistant
				c) should have latest internationally recognized sound coding strategies
				d) should have adequate memory for storing multiple settings
				e) should have wide input dynamic range (minimum 75dB) with automatic feature for better understanding of speech in noise
				f) should be Assistive Listening Devices compatible
				g) Should have remote control
				h) should be telephone compatible, with integrated Telecoil option
				i) Should have Integrated rechargeable battery with Minimum 03 years battery life expectancy OR provide Zinc-Air disposable batteries for 03 years of consumption (attach calculation of nos for 03 years)
			(iii) Accessories and consumables	a) Should be quoted with the following set of accessories and consumables
				b) Clip to hold the processor in place - 01 nos
				c) Device to check the speech processor functioning - 01 nos
				d) Interchangeable magnets of varying strengths - 02 nos
				e) should have integrated rechargeable battery with minimum 03 years battery life expectancy
f) charger - 01 nos				
g) Remote Control - 1 nos				
(iv) Miscellaneous	a) Should provide latest clinical hardware and software for intra-op testing and post-op mapping			
	b) should provide related surgical, audio- logical and rehabilitation training			
	c) The whole system i.e. internal implant and the speech processor should be US- FDA approved/ European CE/ BIS/ any other equivalent certification			
(v) Warranty	a) Should elaborate the inclusions and exclusions of warranty			
	b) Accessories, services and repairs should be available for at least 10 years			
	c) Should have 10 years warranty for Internal Cochlear Implant, 3 years warranty for Speech Processor, remote control, 01 year warranty for charger			

Note: Point by point technical specification compliance chart to be submitted along with supporting documents

S. No.	Item Code	Particular	Specifications	
3	1.003	Advanced Cochlear Implant with BTE speech processor	(i) CI Specification- Advanced model with Single Unit Speech Processor	a) The implant & speech processor quoted here should be different & advanced from the one quoted in the basic model
			(ii) Features of Implants	a) Small Compact Implant, hermetically sealed Titanium housing with Silicon Cover

				<ul style="list-style-type: none"> <li>b) Multi-channel, multi-electrode</li> <li>c) Should have provision to choose electrode arrays of different lengths/types for individual patient needs at no added cost</li> <li>d) Should be MRI Compatible at 3.0 Tesla without removal of magnet, should be compatible as per USA Standard</li> <li>e) Should have both intra-operative and post-operative electrode integrity testing facility</li> <li>f) should be compatible with current and all future technologies in speech processor and if company is no longer manufacturing the present speech processor then it should be upgraded to higher model free of cost if within the warranty period</li> </ul>
			(iii) Features of Speech Processor	<ul style="list-style-type: none"> <li>a) Behind the Ear (BTE) speech processor, relatively smaller</li> <li>b) should be moisture/water resistant, should have minimum IP54 rating</li> <li>c) should have latest internationally recognized sound coding strategies</li> <li>d) should have adequate memory for storing multiple settings, minimum 4</li> <li>e) should have wide input dynamic range (minimum 75dB) with automatic features for better understanding of speech in noise. Dual microphones with automatic adaptive directionality required</li> <li>f) should be Assistive Listening Devices compatible</li> <li>g) Should have remote control</li> <li>h) should be telephone compatible, with integrated Telecoil</li> <li>i) Should have option of rechargeable battery system and Zinc Air Batteries. Both the options to be provided</li> <li>j) Should be compatible for wireless connectivity with external devices</li> </ul>
			(iv) Accessories and consumables	<ul style="list-style-type: none"> <li>a) Should be quoted with the following set of accessories and consumables</li> <li>b) Coil-1 nos</li> <li>c) Rechargeable batteries - 03 sets of batteries with charger - 01 nos</li> <li>d) Clip to hold the processor in place - 01 nos</li> <li>e) Provision to hinge the processor at different body levels</li> <li>f) Electronic de-humidifier - 01 nos</li> <li>g) Device to check the speech processor functioning - 01 nos</li> <li>h) Coil-cables - 02 nos</li> <li>i) Interchangeable magnets of varying strengths - 02 nos</li> <li>j) Remote Control - 1 nos</li> <li>k) Battery frame as applicable for rechargeable an non-rechargeable Zinc Air Batteries - 01 nos each</li> </ul>
			(v) Miscellaneous	<ul style="list-style-type: none"> <li>a) Should provide latest clinical hardware and software for intra-op testing and post-op mapping</li> <li>b) should provide related surgical, audiological and rehabilitation training</li> <li>c) The whole system i.e. internal implant and the speech processor should be US- FDA approved/ European CE/ BIS/ any other equivalent certification</li> </ul>
			(vi) Warranty	<ul style="list-style-type: none"> <li>a) Should elaborate the inclusions and exclusions of warranty</li> <li>b) Accessories, services and repairs should be available for at least 10 years</li> <li>c) Should have 10 years warranty for Internal Cochlear Implant, 3 years warranty for Speech Processor, coil, battery frames, remote control, 02 years warranty for electronic dehumidifier, 01 year warranty for rechargeable batteries and charger</li> </ul>
Note: Point by point technical specification compliance chart to be submitted along with supporting documents				
S. No.	Item Code	Particular	Specifications	
4	1.004	Advanced Cochlear	(i) CI Specification-Advanced model with	a) The Implant & speech processor quoted here should be different & advanced from the one quoted in the basic model



		Implant with Single Unit Speech Processor	Single Unit Speech Processor	
		Implant with Single Unit Speech Processor	(ii) Features of Implants	a) Small Compact Implant, hermetically sealed Titanium housing with Silicon Cover
				b) Multi-channel, multi-electrode
				c) Should have provision to choose electrode arrays of different lengths/types for individual patient needs at no added cost
				d) Should be MRI Compatible at 3.0 Tesla without removal of magnet should be compatible as per USA Standard
				e) Should have both intra-operative and post-operative electrode integrity testing facility
				f) should be compatible with current and all future technologies in speech processor and if company is no longer manufacturing the present speech processor then it should be upgraded to higher model free of cost if within the warranty period
			(iii) Features of Speech Processor	a) Off-The-Ear (BTE) speech processor relatively smaller
				b) should be moisture/water resistant, should have minimum IP54 rating
				c) should have latest internationally recognized sound coding strategies
				d) should have adequate memory for storing multiple settings, minimum 4
				e) should have wide input dynamic range (minimum 75dB) with automatic features for better understanding of speech in noise. Dual microphones with automatic adaptive directionality required
				f) should be Assistive Listening Devices compatible
				g) Should have remote control
				h) should be telephone compatible, with integrated Telecoil
				i) Should have integrated rechargeable battery with minimum 03 years battery life expectancy
				j) Should be compatible for wireless connectivity with external devices
			(iv) Accessories and consumables	a) Should be quoted with the following set of accessories and consumables
				b) Clip to hold the processor in place - 01 nos
				c) Device to check the speech processor functioning - 01 nos
				d) Interchangeable magnets of varying strengths - 02 nos
				e) Should have integrated rechargeable battery with minimum 03 years battery life expectancy
				f) charger - 01 nos
				g) Remote Control - 1 nos
			(v) Miscellaneous	a) Should provide latest clinical hardware and software for intra-op testing and post-op mapping
			b) should provide related surgical, audiological and rehabilitation training	
			c) The whole system i.e. internal implant and the speech processor should be US- FDA approved/ European CE/ BIS/ any other equivalent certification	
		(vi) Warranty	a) Should elaborate the inclusions and exclusions of warranty	
			b) Accessories, services and repairs should be available for at least 10 years	
			c) Should have 10 years warranty for Internal Cochlear Implant, 3 years warranty for Speech Processor, coil, battery frames, remote control, 02 years warranty for electronic dehumidifier, 01 year warranty for rechargeable batteries and charger	
Note: Point by point technical specification compliance chart to be submitted along with supporting documents				
S. No.	Item Code	Particular	Specifications	
5	1.005	Middle Ear Implant System with	(i) Implant Casing	Titanium
			(ii) Placement device in middle ear	Single point attachment

	Speech Processor	(iii) Indications	For conductive hearing loss, mixed hearing loss, SNHL
		(iv) Audio Processor	Single unit processor can be worn discreetly
		(v) Microphone	Directional and OMNL directional microphone option
		(vi) Single Processing	8 AGC channels, 15 frequency bands (minimum)
		(vii) Frequency range	250-8000 Hz
		(viii) Gain	36-54dB
		(ix) Power Source	Powered by 675 zinc air cells
		(x) External components	Robust and long lasting. Should be sweat/spl resistant
		(xi) Speech Coding Strategy	Proven and internationally accepted speech coding strategy
		(xii) Enhanced features	Three different programs, Directional microphone, Wind noise reduction, Sound Smoothing, speech and Noise Management
		(xiii) Warranty	a) Implant: 5 Years from the date of surgery b) External components: 2 years from the date of switch-on excluding consumables
		(xiv) Approval/certifications	US- FDA approved/ European EC/ BIS/ any other equivalent certification

Note: Point by point technical specification compliance chart to be submitted along with supporting documents

S. No.	Item Code	Particular	Specifications	
6	1.006	Auditory Brainstem Implant with Speech Processor	(i) Implant	a) Small, thin implant with hermetically sealed Titanium housing
			b) Electrode Array	
			c) (i) Multiple Channels and Electrodes	
			d) (ii) Auditory Brainstem Implant (ABI) Electrode)	
			e) Implant magnet should be diametric	
			f) Provision to test implant/electrode integrity both intra-operative and post-operative	
			(ii) Audio Processor	a) options of both the Behind-The-Ear (BTE) and Off-The-Ear design should be available
			b) Features for better understanding of speech in noise such as adaptive directionality	
			c) Should be resistant to non-condensing moisture - IP54 rating or above	
			d) Should have proven speech coding strategy	
			e) Should have provision to store multiple settings	
			f) Should have advanced Automatic Sound Management to adapt automatically to different challenging environments	
			g) Should have frequency range of up to 8500 Hz	
			h) Should be compatible with FM and other such Assistive Listening Devices (ALDs)	
			i) Should be compatible for telephone use	
			j) Options of rechargeable battery system and Zinc Air disposable batteries	
(iii) Accessories	a) Standard set of accessories to be provided. It should include user remote control and electronic dehumidifier. List to be provided			
b) Accessories, services and repairs should be available for at least 10 years				
(iv) Warranty	a) 10 years from the date of surgery on internal implant			
b) 3 years from the date of switch-on on audio processor unit				
c) 3 years from the date of switch-on Coil, battery frames, remote control				
d) 1 year from the date of switch-on on rechargeable battery and charger				
e) Warranty list to be provided				

Note: Point by point technical specification compliance chart to be submitted along with supporting documents

S. No.	Item Code	Particular	Specifications	
7	1.007	Active Bone Conduction Implant System with Single Unit	(i) Device	Active Bone Conduction Device completely transcutaneous
			(ii) Implant Material	Titanium
			(iii) Implant compatibility	MRI 1.5 Tesla without removal of magnet
			(iv) Age Criteria	5 years old or above

	Speech Processor	(v) Indications	For conductive, mixed Hearing Loss, Single Sided deafness
		(vi) Audio Processor	Single unit Processor
		(vii) Better understanding of speech in noise	Features for better understanding of speech in noise
		(viii) Signal Processing	16 independent compression channels (minimum)
		(ix) Frequency range	250-8000 Hz
		(x) Power source	Powered by type 675 zinc air cells
		(xi) External components	Robust and long lasting. Should be moisture resistant
		(xii) Processor with remote control	Audio Processor Remote Control
		(xiii) Enhanced features	upto 5 different programs
		(xiv) Wireless connectivity	For connectivity with external devices such as mobile phones
		(xv) Warranty	a) Implant: 5 Years from the date of surgery b) Audio Processor: 2 years from the date of switch on excluding consumables
		(xvi) Approval/certifications	US- FDA approved/ European EC/ BIS/ any other equivalent certification

Note: Point by point technical specification compliance chart to be submitted along with supporting documents

S. No.	Item Code	Particular	Specifications	
8	1.008	Bone Conduction Hearing System	(i) Device	Non-surgical solution, Bone Conduction Hearing Aid System
			(ii) Placement Device	Single Point attachment
			(iii) Age criteria	Any age
			(iv) Indications	For conductive hearing loss, Single Sided deafness
			(v) Audio Processor	Single point processor
			(vi) Better Understanding of speech in noise	Feature for better understanding of speech in noise
			(vii) Signal Processing	8 independent compression channels (minimum)
			(viii) Frequency range	250-8000 Hz
			(ix) Power source	Powered by type 13 zinc air cells
			(x) External components	Robust and long lasting. Should be moisture resistant
			(xi) Volume control & program button	Volume control & program button
			(xii) Warranty	2 years from the date of fitting excluding consumables
			(xiii) Approval/certifications	US- FDA approved/ European CE/ BIS/ any other equivalent certification

Note: Point by point technical specification compliance chart to be submitted along with supporting documents

**General Terms for all the above eight categories:**

1	In addition to the quoted models against the technical specifications given above for the purpose of open tendering and selection of L1 bid, please provide the list and proposed rates of all the available models and their combinations for the purpose of procurement through AIIMS Jodhpur, in case the Institute needs.
2	The Rate Contract will be valid for 2 years (extendable on satisfactory services by mutual agreement)
3	Detailed list of all the accessories for all the Models and their individual prices should be provided, which will be frozen for the duration of Rate contract in place.
4	The quoted models and company to be in existence and held for minimum for 5 years in India
5	The unused Implants to be returned back without any financial Implications.
6	The Company should be in India for atleast 5 years & have been in the field of Implantable Hearing devices in at least 5 countries with minimum 5000 implants performed (Supporting Documents to be provided)