

Tender

For

Setting up of In-Vitro Fertility Lab alongwith other services (on turnkey basis) in Department of Obstetrics & Gynaecology at AIIMS, Jodhpur.

N.I.T. No.	Admn/Tender/56-2/2020-AIIMS.JDH
NIT Issue Date	09 th August 2021
Pre Bid Meeting	19 th August 2021 at 03:00 PM
Last Date of Online Submission of tender	14 th September 2021 upto 03:00 PM
Bid Opening	15 th September 2021 at 03:15 PM

Tender Document may be downloaded from following websites
www.aiimsjodhpur.edu.in, <http://eprocure.gov.in>



All India Institute of Medical Sciences, Jodhpur

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Telephone: 0291- 2740741, email: procurement@aiimsjodhpur.edu.in

www.aiimsjodhpur.edu.in

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

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR

**SECTION I
NOTICE INVITING TENDERS (NIT)**

S. No.	Particular	Remarks
01	Name of work	Setting up of In-Vitro Fertility Lab alongwith other services (on turnkey basis) in Department of Obstetrics & Gynaecology at AIIMS, Jodhpur.
02	NIT No.	Admn/Tender/56-2/2020-AIIMS.JDH
03	Stipulated time for completion of work.	04 Month
04	Estimated Cost	Rs. 3,60,00,000/-
05	Tender documents	May be downloaded from following websites- www.aiimsjodhpur.edu.in http://eprocare.gov.in
06	Pre-bid meeting	19 ^h August 2021 at 03:00 PM at Committee room, Administrative Block, Medical College, AIIMS, Jodhpur.
07	Last date and time of online submission of tender	14 th September 2021 upto 03:00 PM
08	Date & time of online tender opening	15 th September 2021 upto 03:15 PM

❖ Please read carefully the notes given with the tender Notice.

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

SECTION II

General Instructions to Tenderers (GIT)

All India Institute of Medical Sciences, Jodhpur (Raj.) 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 system for Setting up of In-Vitro Fertility Lab alongwith other services (on turnkey basis) in Department of Obstetrics & Gynaecology at AIIMS, Jodhpur.

Instructions for the Bidder/ The service provider/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 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. Bidder/Service Provider are advised to follow the instructions provided in the ‘Instructions to the service providers/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>’.**
Bid documents may be scanned with 100 dpi with black and white **option** which helps in reducing size of the scanned document.
- 4. "PRE –BID Meeting"** with the intending bidders shall be held on **19th August 2021 from 03:00 P.M.** at AIIMS, Jodhpur. In view of COVID on request of intending bidder online meeting also be organized. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to AIIMS, Jodhpur, within 48 hours after the pre-bid meeting.

5. Criteria of Eligibility:

Contractor who fulfill following requirement shall be eligible to apply. Joint ventures are not accepted: Should have satisfactorily completed the similar works as mentioned below during the last ***Fifteen (15) years ending 31-12-2020***–with Govt./Semi Govt. Organization/PSU / Reputed Hospitals with not less than 500 beds and preferably teaching hospital etc.

Note: Completion certificate should be attached.

Similar works means “Setting up of In-Vitro Fertility Lab alongwith other service (on turnkey basis)”

- Experience of having successfully completed works during the last 15 years ending last day of the month previous to one in which applications are invited: -
The agency should have completed at least 2 similar works, of which at least one should be in Govt. set-up/ hospital and for the other a Semi Govt. organization/ Reputed hospital set-up with not less than 500 bed, a teaching hospital can be considered. (Details should be mentioned in Annexure-A)
- The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of previous month in which bids are received.
- Should have average turnover of services provided by the bidder should not be less than Rs. 4.25 crore during last three consecutive financial years ending 31.03.2020 (i.e. 2017-18, 2018-19, 2019-20).

6. Purchase Preference to Local Suppliers

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

- Minimum local content:** The minimum local content shall as per Government of India Order No. P-45021/2/2017-B.E.-II dated 16th September 2020 (as amended from time to time) and

Tender for Setting up of In-Vitro Fertility Lab alongwith other services (on turnkey basis)

Admn/Tender/56-2/2020-AIIMS.JDH

F.No. Z.28018/67/2017-EPW dated 12/06/2018, till the Nodal Ministry prescribes a higher or lower percentage.

- b) **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 16th 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.
- c) The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2017:
 - i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper). (**Annexure-K**).
- d) **All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P-45021/2/2017-B.E.-II dated 16th September 2020 (as amended from time to time).**

A. PREAMBLE

1. Definitions and Abbreviations

The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Purchaser" means The Director, AIIMS, Jodhpur.
- (ii) "e-Tender" means Tender received from a Firm / Tenderer / Bidder.
- (iii) "e-Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iv) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due Performance of the contract placed on it.
- (ix) "Security Deposit" means the amount deducted from the respective bills for works.
- (x) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) "Day" means calendar day.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty

- (xviii) “GST” means Goods and Services Tax
- (xix) “CST” means Central Sales Tax
- (xx) “RR” means Railway Receipt
- (xxi) “BL” means Bill of Lading
- (xxii) “FOB” means Free on Board
- (xxiii) “FCA” means Free Carrier
- (xxiv) “FOR” means Free on Rail
- (xxv) “CIF” means Cost, Insurance and Freight
- (xxvi) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxvii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxviii) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxix) ”MOH&FW” means Ministry of Health & Family Welfare, Government of India
- (xxx) “Dte. GHS” means Directorate General and Health Services, MOH&FW.
- (xxxi) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) “RT” means Re-Tender.

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Language of Tender

- 3.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 3.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

4. Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

5. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

6. Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

7. Content of Tender Enquiry Documents

In addition to-

Section - I	-Notice inviting Tender (NIT)
Section - II	– General Instructions to Tenderers (GIT)
Section - III	– General Conditions of Contract (GCC)
Section - IV	– Special Conditions of Contract (SCC)
Section - V	-List of Requirements
Section - VI	-Technical Specifications
Annexure - A	- Details of all works of similar class completed during last seven years
Annexure – B	- Undertaking certificate - I
Annexure – C	- Bidder details
Annexure – D	- Undertaking certificate - II
Annexure – E	- Financial information
Annexure – F	- Manufacturer’s Authorisation Form
Annexure – G	-Bank Guarantee Form for Performance Security (For SITC work)
Annexure – H	-Bank Guarantee Form for Performance Security (For CMC)
Annexure - I	-Consignee Receipt Certificate
Annexure – J	- Proforma of Final Acceptance Certificate by the Consignee
Annexure – K	- Affidavit of Self Certification regarding Local Content
Annexure – L	- Certificate of Land Border
Annexure - L	- Financial Bid

C. PREPARATION OF TENDERS

8. Documents comprising the e-Tender

8. 1. The tender(s) shall only be submitted online as mentioned below:

- (i) Technical Bid in **pdf** format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be attached on e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.
- (ii) Price Bid has to be submitted in the prescribed excel format only provided with the tender enquiry (**Annexure-L**).

A) Details of Technical Tender (Un priced Tender)

Bidders shall furnish the following information along with technical tender (in pdf format):

- (i) Tender Form as per Annexure–D (without indicating any prices).
- (ii) Documentary evidence, as necessary in terms of **clause 4 of GIT & Clause 15** (below) establishing that the tenderer is eligible to submit the tender and also, qualified to perform the contract if its tender is accepted.
- (iii) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- (iv) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).
- (v) Documents and relevant details to establish in accordance with GIT that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- (vi) Performance Statement as per Annexure-H, along with relevant copies of orders and end users' satisfaction certificate.
- (vii) Price Schedule(s) as per Annexure-L filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- (viii) Certificate of Incorporation.
- (ix) Self-Attested copies of quality certificates i.e. US FDA / European CE Certificate issued by competent authority for all medical equipments.
- (x) Documentary evidence stating the status of bidder whether he is manufacturer / dealer.
- (xi) **Product catalogues / original Data Sheet must be enclosed for all quoted items.**

B) Price Tender:

"Prices must be quoted as per Annexure-L only."

- 8.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 8.3 A tenderer, who does not fulfill any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.

8.4 Tender sent by fax/telex/cable/electronically will be ignored.

9. Tender currencies

- 9.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 9.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 9.3 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.

10 Price Schedule

- 10.1 It is mandatory to as per schedules only. However, the purchaser will have the right to award the work to any number of schedule(s) as per the eligibility and to the best benefit of the exchequer. All sundry equipment, fittings, units assemblies, accessories, hardware items, foundation bolts, termination lugs, brass compression glands etc. for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

- 10.2 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules as per Annexure-L (Financial bid).
- 10.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 10.3.1 For domestic goods or goods of foreign origin located within India, the prices shall be entered in the following manner:
- The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf all taxes and duties like GST should be quoted as extra as applicable.
 - Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - The prices of Turnkey, as mentioned in List of Requirements, Technical Specification and Price Schedule;
 - The rates quoted by the tenderer, shall be firm and fixed and exclusive of all taxes i.e. work contract taxes, custom central duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing commissioning, etc. at site temporary construction of storage, risk, overhead charges general liabilities/obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work. Octroi duty shall be paid separately but the department on demand can furnish octroi exemption certificate. However the department is not liable to reimburse the octroi duty in case the concerned authorities do not honour exemption certificate; and
 - the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 10.3.2 For goods offered from abroad, the prices should be converted into INR in the corresponding price schedule in the following manner:
- The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
 - the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
 - The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
 - The charges for Incidental Services, as in the List of Requirements and Price Schedule;
 - The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule

11. Additional information and instruction on Duties and Taxes:

- 11.1 If the Tenderer desires to ask for excise duty, GST, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

11.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

11.3. Customs Duty:

The Purchaser will pay the Customs duty wherever applicable.

- 11.3.1 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 11.3.2 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 11.3.3 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP, etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

12. Indian Agent:

- 12.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT, shall also furnish the following information:
 - a) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (eg. DGS&D).
 - b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - c) The details of the services to be rendered by the agent for the subject requirement.
 - d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
 - e) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
 - f) Principal's/Manufacturer's original Proforma Invoice with the price bid

13. Firm Price:

Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price (uniform unit prices must be quoted for same BOQ items across India) and total price. Item wise price will remain fixed.

14. Alternative Tenders:

- a. Alternative Tenders are not permitted.
- b. However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- c. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the

Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

15. Documents Establishing Tenderer's Eligibility and Qualifications:

- a. Copy of completion certificate/s for the work considered under similar class completed during the last fifteen(15) years ending 31-12-2019
- b. Annexure- A, Annexure- B & Annexure- D
- c. Tender Acceptance Certificate as per Annexure-C
- d. Should have average turnover of services provided by the bidder should not be less than Rs. 4.25 crore during last three consecutive financial years ending 31.03.2020 (i.e. 2017-18, 2018-19, 2019-20).
- e. Copy of GST registration
- f. Copy of ITR of last three years (i.e. 2017-18, 2018-19, 2019-20)
- g. Copy of PAN card
- h. Copy of constitution or legal status of the bidder/ manufacturer / Sole proprietorship / Firm / Agency etc.
- i. Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- j. Compliance of all terms and conditions of TED, like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc.
- k. Declaration regarding Fall Clause and Deregistration, debarment from any Govt. Dept./ Agencies Certificate of Incorporation or a Declaration in case the firm is being a proprietary one.
- l. Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- m. Quality Control Requirements.
- n. In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per GIT & GCC from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney/ Authorization given by the Original Equipment Manufacturer/ only importer of the required equipment (with the authorization given by the Original Equipment Manufacturer to import the equipment in the name of the importer) authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.

16. Tender Validity:

- a. If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of **180 days (One hundred and Eighty days)** after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- b. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or by fax/ telex/cable followed by e-mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.
- c. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

18. Digital Signing of e-Tender

- 18.1. The tenderers shall submit their tenders as per the instructions contained in GIT and any other specific instruction mentioned in the SIT using the digital signature.

D. SUBMISSION OF TENDERS

19. Submission of Tenders:

19.1 The tender shall be submitted online only.

- (i) Pre-qualification and Technical compliance as per following documents (**ONLY Online submissions for all the documents.**)

20. PRICE BID (ONLY ONLINE):

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered on **CPP Portal only.**
- b) The rates quoted shall remain valid for acceptance for a period of **180 days (One hundred and Eighty days)**
- c) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders **CPP Portal only.**
- d) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.
- e) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.

21. Late Tender:

21.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

22. Alteration and Withdrawal of Tender

22.1 The tenderer, is permitted to change, edit or withdraw its bid on or before the online submission only.

23. Qualification Criteria

- 23.1. Tenders of the tenderers, which do not meet the required Qualification Criteria prescribed in Clause-5 of GIT, will be treated as non-responsive and will not be considered further.
- 23.2. The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement. The Start-ups are defined in Annexure-A of the “Action Plan for Start-ups in India”. The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

24. Conversion of tender currencies to Indian Rupees

In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of online submission of tender.

25. Contacting the Purchaser

- 25.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 25.2 In case a tenderer attempts to influence the purchaser in the purchaser’s decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be

liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

26. Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserves the right to accept in part or in full, any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

27. Variation of Quantities at the Time of Award/ Currency of Contract

27.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

28. Notification of Award

28.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required Performance security within thirty days from the date of dispatch of this notification, the award will be cancelled. Relevant details about the Performance security have been provided under GCC.

29. Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/ Consignee:

Failure of the successful tenderer in providing Performance security, Proforma Invoice and / or returning contract copy duly signed in terms of GIT, shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC - Termination of default.

30. Publication of Tender Result

The result of tender evaluation will be published on both the institute's website and CPP portal.

32. Corrupt or Fraudulent Practices

It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

C. PREPARATION OF TENDERS

The bidders have to quote for all the schedules. The purchaser will have the right to award the work to any site as per the eligibility and to the best benefit of the exchequer.

D. SUBMISSION OF TENDERS

- i) All the necessary documents as prescribed in the NIT shall be prepared and scanned alongwith the technical bid.
- ii) All document(s)/ information(s) including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- iii) **Bidder/Service Provider are advised to follow the instructions provided in the 'Instructions to the service providers/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>'.**
Bid documents may be scanned with 100 dpi with black and white **option**, which helps in reducing size of the scanned document.

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

SECTION - III**GENERAL CONDITIONS OF CONTRACT (GCC)****TABLE OF CLAUSES**

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1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V List of requirements, Section VI and Technical Specification of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the Performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such Performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's Performance and obligations under this contract.

3. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 7days from the date of issue of letter of acceptance. This period can be further extended by the competent authority on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the the competent authority. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against

the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

- 5.1. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- 5.2. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Director, AIIMS- Jodhpur is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - c) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

6. Security Deposit:-

- 6.1. The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided, further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

6.2. Release of Security deposit after labour clearance

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

7. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in „Technical Specification’ and „Quality Control Requirements’ of this document.

8. Packing and Marking

8.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

8.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

8.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality: and contract number and date

- a brief description of goods including quantity
- b packing list reference number
- c country of origin of goods
- d consignee’s name and full address and
- e supplier’s name and address

9. Inspection, Testing and Quality Control

9.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser

shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."

- 9.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 9.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 9.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 9.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 9.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

- 9.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

10. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

11. Transportation of Goods

11.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

11.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

12. Insurance:

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 6 months after the receipt of goods by the Consignee.
- ii) In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 6 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.
- iii) If the equipment is not commissioned and handed over to the consignee within 6 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

13. Spare parts

13.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

- ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

13.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

14. Incidental services

Subject to the stipulation, if any, in the SCC Section – V List of Requirements, Section – VI Technical Specification, the supplier shall be required to perform the following services.

- i. Installation & commissioning, Supervision and Demonstration of the goods
- ii. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii. Training of Consignee’s Doctors, Staff, operators etc. for operating and maintaining the goods
- iv. Supplying required number of operation & maintenance manual for the goods
- v. Running, operation and maintenance of goods supplied

15. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post / courier (or as instructed in the contract):

- (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturers/Supplier’s warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the nonavailability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer’s/Supplier’s warranty certificate;
- (vi) Manufacturer’s own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;

- (ix) Port of Discharge and
- (xi) Expected date of arrival.

16. Warranty:

16.1 The supplier is to assure uninterrupted service without compromising OT/ICU

- 16.2 Complete system including labour & spares should have comprehensive on site warranty for five years; commencing from the date of issue of installation certificate by the institute. Post guarantee annual comprehensive maintenance contract (CMC to cover main equipment/civil construction including all accessories supplied with the unit.
- Incremental Cost (if any) for, up-gradation, if required, should form part of the contract for the Warranty and Post Warranty period.
 - The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire turnkey system being offered, at short notice during the warranty and post warranty period.
 - If the Performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
 - If it is found that to meet the Performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
 - All faults appearing and their rectification shall be periodically advised to the hospital, the period being not more than a month.
 - Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
 - The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing and commissioning.
 - The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract.
 - The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular up gradation of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.
 - No conditional warranty like mishandling, manufacturing defects, etc. will be acceptable.
 - Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts. - UPS including the replacement of batteries.
 - Air-conditioners
 - All kinds of painting, civil, HVAC and electrical work
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 16.3. In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per GCC clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 16.4. Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their

replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions

- 16.5. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 16.6. If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 16.7. During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods
- 16.8. The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 16.9. The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 16.10. The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

17. Assignment

16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

18. Sub Contracts

- 18.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 18.2 Sub contract shall be only for bought out items and sub-assemblies.
- 18.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

19. Modification of contract

- 19.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of despatch,
- 19.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser /Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's /Consignee's amendment / modification of the contract.

20. Prices

20.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

21. Taxes and Duties

21.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

21.2 Further instruction, if any, shall be as provided in the SCC.

22. Terms and Mode of Payment

22.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for domestic goods or goods of foreign origin located within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:

Seventy percent (70%) payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Annexure-J, in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Manufacturer's warranty certificate.

b) Ten percent (10%) payment of the delivered goods price shall be paid on installation and upon submission of following document:-

- i) Installation certificate /installation report in original issued by the consignee.

c) On Acceptance:

Balance Twenty percent (20%) payment of the delivered goods value would be made against "Final Acceptance Certificate" (FAC) as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

d) Payment of other services, installation commissioning charges:- Payment of other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee.

B) Payment for Imported Goods:

Payment shall be made in Indian Rupees as specified in the contract in the following manner: **a) On Shipment:**

Seventy percent (70) % of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

Tender for Setting up of In-Vitro Fertility Lab alongwith other services (on turnkey basis)

Admn/Tender/56-2/2020-AIIMS.JDH

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
 - (iii) Four Copies of packing list identifying contents of each package;
 - (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
 - (v) Manufacturer's/Supplier's warranty certificate;
 - (vi) Manufacturer's own factory inspection report and
 - (vii) Certificate of origin by the chamber of commerce of the concerned country;
 - (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS and TUV prior to despatch.
- b) Ten percent (10%) payment of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of the following document:-
- i) Installation certificate/ Installation Report duly sealed and signed by the consignee.
- c) On Acceptance:**
Balance Twenty percent (20%) payment of the delivered goods value would be made against „Final Acceptance Certificate' (FAC) as per Section XVIII of goods to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.
- d) Payment of Incidental Costs till consignee site & Incidental Services** (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.
- e) Payment of Indian Agency Commission:**
Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/ exchange variation. This is payable against submission of a certificate from the principal supplier that they have realised full and final settlement against their supply.
- C) Payment of Turnkey, if any:**
Turnkey payment will be made to the bidder/manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee.
- D) Payment of Running, Maintenance and Operation for initial five year period after installation:-**
Payment for running maintenance and operation will be paid quarterly of the following quarter, by the institute on the basis of satisfactory Performance certificate issued by the end user .
- E) Payment for Annual Comprehensive Maintenance Contract Charges:**
The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 10% of the cost of the equipment as per contract valid till 2 months after expiry of entire CMC period.

- 22.2. The supplier shall not claim any interest on payments under the contract.
- 22.3. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 22.4. Irrevocable & non-transferable LC shall be opened by the purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 22.5. The payment shall be made in the Indian National Rupee currency only.
- 22.6. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 22.7. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 22.8. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 22.9. In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:
"I/We, certify that I/We have not received back the Final Acceptance Certificate duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

23. Delivery

- 23.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 23.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and Performance of services shall render the Supplier liable to any or all of the following sanctions:
- i) imposition of liquidated damages,
 - ii) forfeiture of its Performance security and
 - iii) Termination of the contract for default.
- 23.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and Performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the

supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

23.4. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

23.5. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

23.6. Passing of Property:

- (i) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

24. Liquidated damages

24.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or Performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. Since the Liquidated damages are in virtue of non-Performance of services, it will attract Service Tax also which in turn shall be deducted from the bidder. During the above-mentioned delayed period of supply and / or Performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

25. Termination for default

25.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

- 25.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 25.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

26. Termination for insolvency

- 26.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

27. Force Majeure

- 27.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 27.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – Performance or delay in Performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 27.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for Performance not prevented by the Force Majeure event.
- 27.4 If the Performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 27.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

28. Termination for convenience

- 28.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's Performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 28.2 The goods and services which are complete and ready in terms of the contract for delivery and Performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

29. Governing language

29.1 The contract shall be written in English language following the provision as contained in GIT clause-4. All correspondence and other documents pertaining to the contract, which the parties exchange shall also be written accordingly in that language.

30. Notices

- 30.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 30.2 The effective date of a notice shall be either the date when delivered to the recipient or the **effective** date specifically mentioned in the notice, whichever is later.

31. Settlement of Disputes & Arbitration

31.1. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Deputy Director (Admin) in writing for written instruction or decision. Thereupon, the Deputy Director (Admin) shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter. If the Deputy Director (Admin) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Deputy Director (Admin), the contractor may, within 15 days of the receipt of Deputy Director (Admin)'s decision, appeal to the Director AIIMS, Jodhpur who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director AIIMS, Jodhpur shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Director AIIMS, Jodhpur the contractor may within 30 days from the receipt of the Director AIIMS, Jodhpur decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Director AIIMS, Jodhpur .The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director AIIMS, Jodhpur for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which

the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para(i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director AIIMS, Jodhpur., in charge of the work. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director AIIMS, Jodhpur of the appeal.

It is also a term of this contract that no person, other than a person appointed by such Director AIIMS, Jodhpur, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. **1,00,000/-**, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

32. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

33 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be ,and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

34. General/ Miscellaneous Clauses

- 34.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 34.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 34.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on Performance of its obligations under this Contract.
- 34.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for Performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 34.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 34.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 34.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

Deputy Director (Admin)
AIIMS, Jodhpur

SECTION - IV
LIST OF REQUIREMENTS

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods if supplied from India:

150 days from date of Notification of Award to be delivered, installed and commissioned at consignee site subject to availability of clear 90 days from the date of handing over of installation site by the consignee. If the bidder gets work order for more than one schedule, simultaneous deliveries need to be ensured by the bidder/ awardee.

b) For Imported goods directly from foreign:

150 days from the date of opening of L/C. 150 days is inclusive of installation and commissioning subject to availability of clear 90 days from the date of handing over of installation site by the consignee. If the bidder gets work order for more than one schedule, simultaneous deliveries need to be ensured by the bidder/ awardee.

Note:

- i) Supplier has to submit clear documents for opening of LC to AIIMS, Jodhpur within 30 days of placement of order. Any delay will be treated as non-Performance and Liquidated Damages shall be levied.
- ii) In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.
- iii) Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para b) above.
- iv) Since the supplier is not responsible for custom clearing and forwarding the goods to consignee site, the time taken for the same shall not be counted for computation of LD. However, time taken by the supplier to rectify the short comings of any document for custom clearing the goods to be counted in the above delivery period.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Five (5) persons each from each medical college/ institution needs to be trained for CSSD.

Part IV:

Turnkey (if any) as per details in Technical Specification.

Part V:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance or 66 months from the date of last shipment/dispatch when received at consignee site, whichever is earlier.

Part VI:

Supplier has to quote for running, operation and maintenance for initial five year period as defined in tender scope of works.

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above.

Part VII:

Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods if supplied from India: At
Consignee Site(s)

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 6 months beyond date of delivery.

Deputy Director (Admin)
AIIMS, Jodhpur

Mile stone

NAME OF WORK: SETTING UP OF IN-VITRO FERTILITY LAB (ON TURNKEY BASIS) AT AIIMS, JODHPUR.

- (i) Estimated cost of work : **Rs. 3,60,00,000/-**
- (ii) Performance Guarantee 5% of contract value
- (iii) Security Deposit 5% of contract value
- Officer inviting tender **Deputy Director (Admin)
AIIMS, Jodhpur**

Definitions:

2(v) Officer-in-Charge of work: - Professor & Head, Department of Obstetrics and Gynaecology

2(viii) Accepting Authority **Director & CEO, AIIMS, Jodhpur**

2(x) Percentage on cost of materials and labour to cover all overheads and profits 15%

2(xi) Standard Schedule of Rates Market Survey

2(xii) Department **AIIMS, JODHPUR**

Number of days from the date of issue of letter of acceptance for reckoning date of start **03days**

Mile stone(s) as per table given below:-

Table of Mile Stone(s)

Sl. No.	Description of Milestone (Physical)	Time Allowed in days (From date of start)	Amount to be withheld in case of non-achievement of milestones
1	Approval of make & samples	07	1.5% of contractors amount
2	Supply of 50% quantity / work done	60	1.5% of contractors amount
3	Completion of work	120	1.5% of contractors amount

Time allowed for execution of work. **120 days**

Authority to decide: Extension of time &
Rescheduling of mile stones:

Director & CEO, AIIMS, Jodhpur

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

Section – V

Technical Specifications

EQUIPMENT SPECIFICATIONS:

ALL EQUIPMENTS SHOULD BE EUROPEAN CE/ USFDA CERTIFIED AND APPROVED.

1.	IVF (LAMINARFLOW) WORK STATION WITH INTEGRATED STEREOZOOM MICROSCOPE WITH ACCESSORIES :	Quantity-1
1. Size : Working chamber should be approximately (Depth X Width X Height) 450-650mm X 1600-1900mm X 600-700mm. External dimension should be approximately (Depth X width X Height) 660-700mm X 1900-2000mm X 1200-1400mm.		
2. HEPA filters: Class H-14 HEPA Filters in accordance with EN1822/ IEC61010-1-2010 (3rd edition). Filter Efficiency $\geq 99.97\%$ for 0.3 Micrometer particles size.		
3. Access of maintenance should be from front of the laminar flow, so that cabinet need not be moved.		
4. Filters: Carbon VOC filter, Pre-Filter and HEPA Filter.		
5. Heating : Electrical		
6. Flow : Flow meter to regulate flow rate of gas through bubble flask (vertical Flow)		
7. Noise level : upto 55 Db		
8. Light damping facility to adjust light intensity.		
9. Unit should be workable on standard UPS supply		
10. Working chamber tabletop should be made up of stainless steel. SS table should be integrated with two glass heating stage and should be of minimum size: 210 x 110 mm and should flushed with SS table controlled by electronic temperature controller with digital display.		
11. Integrated Humidification System.		
12. IVF work station should be fully heated/heating surface with even and stable heating with provision for heated system for Stereozoom microscope.		
13. External data output via USB		
14. Should have provision for fixing two Stereozoom microscopes.		
15. Special Heating Surface with Thermal Sensors. Temp accuracy $\pm 0.4-0.7^{\circ}\text{C}$		
16. Inbuilt LCD monitor 19" to 22" with video grabber and adequate memory for seeing microscope images on the screen		
17. HEPA Filter Alarm indicator.		
18. Should have adequate Electrical Sockets (>2)		
19. Variable Fan speed.		
20. Warming blocks for holding at least 8 or more follicular fluid tubes (qty 5-). Full Specifications mentioned separately in table below as Equipment No.6		
21. Test tube heater should be portable, able to hold 8 minimum test tubes (14ml) with heater, sensor, and LED display for temperature-4 in number		
22. Warming block for 60mm dish (qty-5) Full Specifications mentioned separately in table below as Equipment No.7		
23. Warming block for NUNC 4 well dish (qty 5)		
24. Work station should have provision of UV Light		
25. Revolving Chairs – 2 (stainless steel) for IVF Lab		
26. Should have with image grabbing provision for image saving as well view rephrase		
27. Branded PC and software for grabbing videos and high resolution, Pic with following specifications:		
a. Intel core i5 core processor (around 2.93ghz, 1066 MHZ FSB)		

b. Standard memory: 2GB DDR3
c. External Drive: Base External (1) 5.25" Internal (1) 3.5"
d. Internal Drive: 320GB SATA hard disc drive (7200rpm)
e. Optical Drive: Super Multi SATA drive and double layer supporting light Scribe Technology.
f. Graphics: Intel Graphic media accelerator x 4500HD up to 782 MB total available graphics \, Memory, suitable grabber card.
28. Ports: 6USB 2.0 ports (2 in front), 1 linen in 1 line out, 2 microphones (1 in front), 1 headphone, LAN, VGA port Video connector: VGA port. Slots: 1 PCI express (x16) 2 PCI express (x1) 1PCI. Network Interface: Ethernet 10/100 BT integrated network interface
29. Must be US FDA or EU or CE approved.
30. Two Numbers (2 Nos) Trinocular stereo zoom microscope (Stereo zoom microscope-Trinocular: Medical Device for use in Human IVF with following specifications:
a. Parallel optics Typical Zoom Ratio 10:1 or more
b. Zoom range: 0.6 – 8.0X
c. Diopter adjuster, Rubber Eye-Shield, Reticle Lead.
d. Eyepiece tube: trinocular tube for camera attachment
e. Eyepiece inclination: for fatigue free observation
f. C-mount TV adapter
g. Power Cord BE
h. Halogen Lamp 6V-20W with reflector
i. Trinocular port
j. Eyepiece with diopter adjustment :10X (f.n 22)
k. Trinocular observation tube with inclination at 30 degree, inter pupillary distance adjustment 48mm -76mm. Working Distance Up to 92 mm
l. Plane achromatic objective 1X Resolution of at least 600lp/mm.
m. Transmitted light stage with halogen illuminator of at least 30 watt.
n. Scientific Digital Camera for microscopy with control software, progressive scan CMOS/CCD having resolution of 5 M-pixel or better, metal body, 1024X768 live preview with up to 25 images per second, capacity for fast, full Colour live image capture in real time, photographs in color or in gray steps, online histograms for image optimization, shading correction for live image and captured images, firewire interface-2 nos.
o. Coaxial course and fine focusing knob mechanism should be built in
p. Stand with ESD capability.
q. Episcopic illumination integrated epi illuminator with LED base system.
r. A suitable operating system with printer and UPS for imaging through digital camera. (Monitor)
s. Adapters for camera: -mount adapter for CCD/digital camera.
t. Basic Magnification Continuously Variable between 6.5X and 50X.
u. Sturdy Stand Capable of taking additional optics and documentation accessories viz, Photomicrography system, Digital Imaging and Image analysis Systems.
v. Accessory: Two spare halogen lamp
w. Must be FDA class 2 medical device EU or CE approved.
x. Should be Nikon/ Olympus/ equivalent make

2.	CO2 Incubator :-	Quantity-2
1. Capacity 150 lit – 220 lit		
2. Humidity: Active sterile humidity maintained through vaporizing module operating at 120oC Measuring range 0-98% RH /Range 60-95% RH. System should have easy to set high -low humidity levels/ automatic humidification control system.		
3. Stainless steel interior		

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4. Perforated Shelves for uniform heat distribution/ shelf adjustment		
5. Air-jacketed with good insulation.		
6. LED/LCD Display of chamber temp. and CO2 level. CO2 Control range: 0 to 20% CO2 Control accuracy: + 0.1% Temperature Control: Panel heated interior chamber and door. Intelligent temperature control system for dry inner chamber. Range 30 to 45-degree C. Stability/ Uniformity +/-0.1-degree C/0.3-degree C. Over temperature alarm		
7. System should have built in decontamination cycle for complete elimination of bacteria, fungi, spores, mycoplasma etc.		
8. System must have on board graphic capability /data logging to enable user to obtain historical performance.		
9. Incubator must have a fully automatic start routine function.		
10. Data Logging facility – Built in		
11. Diagnostic system: Optical (Visual) and Acoustic (audio) alarm. Alarm messages are retained in non- permanent memory. Set points should be saved in case of power interruption. Incubator must offer direct access port to enable comparative CO2 measurement by external device..		
12. Multiple inner glass doors		
13. Infrared Sensor based system. Specially NDIR/TCD CO ₂ Sensor.		
14. Lockable main door-preferable/replaceable outer door seal.		
15. Certified Medical Device. Incubator for human embryo culture		
16. With accessories: CO2 Regulator and inline filter with each incubator, O2, CO2, N2 connecting hose set, O2 sensor with gas humidification, CO2 and O2 gas monitor		
17. UPS 3 KVA with each incubator.		
18. Incubator to be provided with stable table.		
19. Classification: Safety Class I, Class IIA for all usage according to EC-Directive /US FDA (Should be LEEC/HERACELL/Heal Force/ equivalent make.)		
3.	Trigas benchtop Incubator for human embryo culture with tri-gas mixer.	Quantity -1
1. Bench Top Incubator with excellent control and accuracy of pH, temperature and humidity.		
2. Four or more chambers for placing Petri Dishes. If make and model has less than FOUR chambers the quantity has to be adjusted to accommodate at least FOUR petri dishes.		
3. Each Chamber must have an excellent heat distribution using fully contact heated plates. Tightly packed, full surface heating elements: to create stable environment from heated base and lid.		
4. Incubator must have a display of gas and temperature		
5. In built disposable humidification system uses Pre mix gas or separate gas cylinders & several bench top incubators can be connected to one source of supply.		
6. 24 hours digital recording of temperature and gas flow		
7. Graphical representation of data for rapid, comprehensive review.(Optional)		
8. Each chamber preferably must have a heated lid.		
9. Automatic gas purge in lid closure to maintain gas environment		
10. Bench top incubator should have reduced oxygen culture capacity.		
11. Constant Temp 37°C in the dishes.		
12. Fast recovery in less than 2 minutes In built alarm alert to low CO2 and temperature		
13. Storage humidity: 5% to 95% relative humidity non-condensing		
14. Operating temperature:		
a. +5 °C to +40 °C for safe operation.		

b. Temperature control range: (ambient + 5 °C) to 40 °C.		
c. Temperature measurement accuracy: ± 0.2 °C,		
d. Flow control range: 0 ml/minute to 900 ml/minute.		
e. Dishes per chamber: Minimum 4		
15. Power- Universal input 100-240 V, 50/60 Hz. With on line ups back up half an hr.		
16. ALARM CONTACTS for remote monitoring. External Alarm system in case of power failure.		
17. Auto-Mix Inbuilt/compatible trigas mixer with necessary tubing and attachments		
18. Should have UV-C decontamination of the air stream /Gas line filter.		
19. Should have validation outputs and pH electrode port		
20. Should have data logging system, alarm and compartment wise sampling ports.		
21. Accessories on line gas filters and table for placing the incubator.		
22. Must be US FDA or EU CE approved.		
4.	Pipetter and Denudation system with denudation tips:	2 systems
1. MECHANICAL ADJUSTABLE VOLUME PIPETTOR		
a. Manually operated air displacement digital pipettors to dispense media accurately and safely.		
b. Large, clear display for the set volume.		
c. The volume-setting mechanism to provides secure setting of the desired volume.		
d. Autoclavable		
e. Set of three with Volume dispensing in (micro litre). 1 each		
<ul style="list-style-type: none"> ● 1-10 µl ● 10-100 µl ● 100-1000µl 		
2. DENUATION SYSTEM: Consisting of:		
A. Denudation Pipette Rack Should have slots for placing at least two denudation holder with pipette.		
B. Denudation Pipette Holder: Adjustable handle to accept all sizes of pipettes		
C. Denudation Pipette		
a. Flexible polycarbonate pipettes used for manipulation of oocytes and embryo		
b. Pipette tips should be suitable to get easily attached & detached with holder		
c. Size 130-135um (10 packs with each pack containing ten pipettes).		
d. Size: Size 140-150um (10 packs with each pack containing ten pipettes).		
e. Size 170-180um (10 packs with each pack containing ten pipettes)		
f. Size 270-300um (10 packs with each pack containing ten pipettes)		
Certificate: Should be European CE or US FDA certified.		
5.	Aspiration Pump:	Quantity- 2
1. Should have low flow, regulated vacuum pressure range: 0- 500 mm of Hg.		
2. Should be precision- built, regulated vacuum pump designed specifically for ovum aspiration, vacuum range changeable by 1mm hg and with digital display.		
3. It should have a foot operated switch with normal and boost footswitch		
4. Set and Actual pressure: Easy to read LED Digital Display for both available		
5. Volume of overflow vessel 1 x 50ml – 02 nos. (1x50ml for individual vessel) to be supplied if the system requires		
6. Pre-filter as standard: Built in for safety		
7. Connecting for aspiration tubing :2 to 4 mm		
8. Power Supply 230V ,50Hz		

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9. Should be backed by UPS		
10. Should be compatible to fit with all commercially available oocyte recovery set.		
11. Unit should be placed on trolley (modular) with wheels and brakes.		
12. Accessories: Anodized aluminium blocks for test tubes of 14ml/5 ml.- (05)		
13. The unit should have a rapid suction response at the needle tip when the pedal is activated, and should be able to hold constant vacuum settings accurately for long periods.		
14. Should be Labotech/Cook/Craft/cooper surgical/equivalent Aspiration pump.		
6.	Portable test tube warmer:	Quantity- 5
1. Should have clear front panel to allow continuous observation of test tubes contents.		
2. Should have facility to prevent overheating.		
3. Panel should be easily removable for decontamination.		
4. Should accept at least 4 falcon test tubes.		
5. Should have a battery operated platform. Battery chargeable.		
6. Should have Temp accuracy± 0.2 degree Celsius.		
7. Seamless construction of stainless steel of SS304		
8. Three blocks should have port to check temp.		
9. Should be European CE/US FDA/BIS certified.		
7.	Petri Dish Warmer	Quantity- 4
1. Hot plate & test tube warmer with temp range 30-45°C		
2. Digitally Controlled temperature of hot plate with temp accuracy +/-0.2C. – (01).		
3. Heating time< 10 minutes.		
4. Should be European CE/US FDA/BIS certified.		
8.	Inverted Microscope with Micromanipulator and Heating System for ICSI with Camera and Monitor	Quantity- 1
1.	Inverted Microscope basic unit	
2.	Lamp house with 100W halogen / LED light source	
3.	Heated platform	
4.	Suitable modulation contrast system (complete) for Intra cytoplasmic sperm injection (ICSI)	
5.	Good optics.	
6.	Sturdy Stand with built in 12V 37W halogen light illumination / LED Transmitted light illumination.	
7.	5x nosepiece to accommodate up to five different Objectives. i.e. 4x, 10x, 20x, 40x & 60x	
8.	Objective suitable for phase contrast and bright field.	
9.	Universal Condenser for bright field and phase contrast.	
10.	Oil/air system for pipette setting and control	
11.	Digital Channel Temperature Controller	
12.	Micromanipulator should be compatible for the utility of commonly available LASER and Spindle view imaging system.	
13.	Standard Consumables, Spares and Accessories:	
	a. Bulb; 12v 37 W; Quantity -01	
	b. Spacer Washer; H=15mm; Quantity-01	
	c. Tubing- ICSI tubing; Quantity-06 meter	
	d. Anti-Vibration Platform: Company specific anti vibration table; Should be able to handle micro manipulator system, Quantity -01	
	e. CCD Camera: Still/video capturing card, LCD Monitor 20 to 24 inches Quantity-01 each.	
	(i) High Resolution Camera for ICSI :	

(ii) USB based camera		
(iii) 25 Frame per second giving it much more clarity		
(iv) Chip size 1/1.8 or bigger.		
(v) Sensor is CMOS the latest sensor in the market giving good image.		
(vi) 1.3 Mega pixel camera		
(vii) No external power supply required, Small in Size so occupies less space.		
(viii) Laptop: Monitor 15 inches; Original Windows 10, Intel Core i7 5200U		
(ix) CPU, 8 GB RAM, TB HDD-Quantity -01 each.		
(x) The image shall be displayed on the TFT monitor and also in the TV kept in the consultation room of the ART center. The cabling and change over shall be done by the bidder.		
14. Eye piece should be 10X/15X wide angle.		
15. Micro tool holder with 2 axis movement for quick setup of micro tools. Pitch/Yaw/angle/Tilt correction from micro tools holder point		
16. Coarse XYZ micromanipulator with minimum 20mm traverse in each direction.		
17. XYZ fine micromanipulator with minimum 10mm of traverse in each direction.		
18. Option to have secondary pipette setup automatic for comfortable working		
19. Micrometer screw actuated syringes for injections / holdings		
20. Should be Olympus/Nikon/equivalent make inverted Microscope with Narishige/ Nikon/equivalent make Micromanipulator and Linkem/Tokai hit/equivalent heating system		
21. Must be US FDA or European CE approved.		
9.	CO2 cylinder and regulator:	Quantity- 3
1.	Should be D type 47 litres type. Medical grade.	
2.	Should have a gauge to measure the cylinder pressure.	
3.	Cylinder should have ISI mark.	
4.	Cylinder should have explosive safety certificate and should be provided along with each cylinder during installation.	
5.	Suitable regulator shall be supplied along with the cylinders.	
6.	The copper piping shall be done by the bidder as per the layout with proper color coding.	
7.	With automatic inline arrangement to ensure steady, nonstop supply	
8.	Static evaporation gross rate: 0.38 litre/day. Static holding time: 124days	
9.	Manifold for at least 2 (two) cylinders. With required attachments for manifold. With automatic inline arrangement to ensure steady, nonstop supply	
10.	Accessories like pliers, wrenches to work with each cylinder to be provided, 06 extra regulators for each cylinder	
10.	Pre-mix Gas for bench incubators	Quantity- 2
	1. Manifold with at-least 2 cylinders.	
	2. If auto mix system, 3 separate cylinders of N2, CO2 and O2.	
	3. Should have European CE/US FDA/BIS certification.	
11.	Gas in line filter	Quantity- 10
1.	For removal of volatile organic contaminants (VOC) and chemical Air contaminants (COC) and other particulates in Gas.	
2.	Should be read as "2.4 to 2.8 sq. of potassium permanganate/ULPA of 0.3 micron and activated carbon membrane.	
3.	Should have an additional PE- layer for removing particulates/additional HEPA- layer for removing particulates.	
4.	To be fitted in line between Gas cylinder and the incubators	

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5. Excellent adsorption capacity and very low pressure loss		
6. Should read as “compact with standard connectors/hose barb		
7. For pressures up to 2 bar		
8. All the fitting, tubing and instillation and appropriate sequence including cylinder, gas filter, gas change over unit and incubator lie in scope of bidder.		
9. Should be compatible with any CO2 and pre-mixed gas filter		
10. Filters should have ease to replace.		
12.	Centrifuge:	Quantity- 1
1. Centrifuge with swing out rotor head for processing semen by swim up or density gradient technique accepts 8 tubes of 15ml tube. Should have adaptor to hold different size tube. (size 6, 14, 15 ml)		
2. Should have digital G Force indication, RPM indication and timer indication.		
3. Centrifuge chamber to be heated at 37 degree Celsius to maintain sperms at the same temperature throughout.		
4. Centrifuge should have nine different programmes each one can be independently set for temperature, time, G Force and/or RPM etc.		
5. Should have brushless AC motor		
6. Should have programmed acceleration and deceleration.		
7. Unit should have sealed bucket (tube holder) to avoid aerosol Contamination		
8. To be supplied with all accessories including appropriate tables for placing them.		
9. Safety Lid interlocks to prevent opening during centrifugation.		
10. Unit should have European CE mark/ US FDA		
13.	Trinocular Compound Microscope for andrology lab:	Quantity- 1
1. High quality research microscope		
2. Should have infinity optical corrected system. HWF Plan 10x eyepiece, 20mm field of view with built-in diopter adjustment		
3. Co-axial focusing system, Coarse and fine mechanism with upper limit to prevent accidental damage to slide/petri-dish.		
4. Negative phase contrast objectives (4X, 10X, 40X, 100X bright field), with blue filter		
5. Binocular head with 30 degree inclined angle, 360 degree rotatable, inter pupillary distance 47-75mm.		
6. 3-watt LED/Halogen light illumination for excellent image quality.		
7. TFT monitor : should be of 17” monitor		
8. Camera should be of high resolution CCD camera		
9. The image shall be displayed on the TFT monitor and also in the TV kept in the consultation room of the ART center. The cabling and change over shall be done by the bidder.		
10. Dust cover, immersion oil and instruction manual included		
11. Should have Nikon/Olympus/Equivalent make.		
14.	Sperm Counting chamber:	Quantity- 2
1. Should be a Makler counting chamber 10 microns deep		
2. Counting chamber specially designed for sperm counting.		
3. The chamber should be easily rinsed with water for reuse.		
4. Reusable unit, easily rinsed with water.		
5. Unit should have CE mark/US FDA		
6. Cover slip with Grid built in with 100 squares.		
7. Should be provided with cleaning brush and cleaning paper.		

8.	Should be European CE/ US FDA/ BIS certified.	
15.	Vertical Laminar air flow for Andrology Lab and I for IVF lab:	Quantity- 1
1.	Size 3'x2' fully heated/marked heated area (at 37-degreeCelsius), stainless steel table, should have dual sensor controlled digital microprocessor-based temperature regulator.	
2.	Andrology workstation for sperm screening, preparation and analysis.	
3.	Unit should have a TFT monitor for image grabbing, copying and storing device.	
4.	Should have class 100 HEPA filter of 0.3 microns porosity.	
5.	Provided with motor and blower assembly complete with detachable side partition.	
6.	Noise level should be less than 60-70 dB.	
7.	Unit should have UV light	
8.	Should be European CE/US FDA certified.	
16.	SS Table	Quantity- 5
1.	SS 304 grade table for placing the Co2 incubator, tri-gas bench top incubator, test tube warmer and pipettes and petri dishes.	
2.	The base stand should be made of S.S 304. (preferably 14gauge)	
3.	TOP should made up of Stainless Steel.	
4.	The table should be able to withstand the capacity of 90Kg.	
5.	Dimensions: Suitable for placing CO2 incubator, tri-gas top incubator, test tube warmer and petri dishes.	
6.	Pre-acceptance demonstration of the furniture is must.	
17.	Anti-Vibration table	Quantity- 1
1.	Suitable for placing the inverted microscope with micromanipulator	
2.	Should be designed for assurance of stable operation, 3 vibration isolators with rolling diaphragm to give excellent isolation from surface borne vibrations in all directions,	
3.	Thread for adjusting height. 3 vibration isolators with rolling diaphragm to give excellent isolation from surface borne vibrations in all directions.	
4.	The inner table shall be heavily weighted pre-fabricated.	
5.	Should be mounted on special rubber mounts to dampen the minutest vibration.	
6.	Rust proof construction.	
18.	CRYOCANS:	Quantity- 4
1)	It should be a medical device for use in human IVF to preserve human sperms & embryos.	
2)	High vacuum cryogens. Cryocan container built in aluminum with super insulation and resin neck	
3)	Should comply with international regulation of transport of dangerous material.	
4)	Size	
a)	42 to 48 lit with neck diameter 120mm-160mm---2 no	
b)	21-26 lit with neck diameter 50mm---- 2 nos. (Transport cryocans)	
5)	Static evaporation loss rate- 0.25 – 0.35 liters / day	
	Should be provided with SS canister, 11-12canister each with 42 to 48lit container. Each canister to be provided with Goblets with different color viso tubes. Diameter of canister should range between 65 to 75 mm	
7)	Should have digital temperature indicator with alarm	
8)	Should have capacity level indicator with alarm	
9)	Point 9a Facility for filling liquid Nitrogen	
	Point 9b Static holding time of 115-145 days and static evaporation rate of 0.25 litre/day	
10)	Should be European CE or US FDA certified.	

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11) Accessories:		
a) Transparent Spectacles for eye protection from fumes of liquid nitrogen-four		
b) Cryo Gloves to protect hands from cold burn.-4 pairs		
c. Liquid nitrogen transfer pump – two		
d. Moving Trolley with each canister		
19.	DIGITAL TEMPERATURE THERMOMETER :	Quantity- 3
1. Unit should be Easy to use hand held unit.		
2. It should have three types of temperature probes, to check surface temperature, submersible sensor to check temperature of liquids and flexible sensor for incubators.		
3. Demonstrating the accuracy of +/- 0.030 F.		
4. Auto off function.		
5. Assembly should be supplied in case.		
6. Calibration certificate required.		
7. Certificate: Should be European CE or US FDA certified.		
20.	WARMER FOR OOCYTE RETRIVAL	Quantity- 2
1. Unit should have stainless steel construction		
2. Unit should have minimum capacity of 18 tubes 14ml		
3. Unit should have view of tube during working		
4. Service free.		
5. Unit should have microprocessor based digital controller.		
6. Should be European CE/US FDA certified.		
21.	Liquid Nitrogen pouring device	Quantity- 4
1. Liquid nitrogen Transfer device used for transferring liquid nitrogen from transport models. (TA26 & TA55)		
22.	Andrology incubator bench top with accessories	Quantity- 1
1. Capacity 30 to 35 lit		
2. Precise temperature control 37dc +/- 0.5%.		
3. Exceptionally stable and accurate		
4. Every corner inside the incubator chamber should be round		
5. Automatic CO2 sensor calibration.		
6. Audible alarms guard specimens against any deviations from the user settings.		
7. Unit should be compact and easy to handle while keeping on bench.		
8. Inner Chamber Dimension should be less than W350 x D350 x H350 Capacity: Calibration facility should be there.		
9. Programmable, display of level of co2 and temperature throughout.		
10. Should be provided suitable SS304 grade table adequate for incubator.		
11. Should be European CE/ US FDA certified.		
23.	UPS 20 KVA online with battery back up	Quantity- 1
1. SMF battery backup with 1 hours battery backup with SNMP and isolation transformer, battery rack inter connection links (65AH*20 nos)		
2. Rectifier & Inverter with IGBT and DSP Technology. Voltage 400 ± 15% V, 3 Phase, 4 Wire.		
3. Frequency : 45 to 55 Hz.		
4. Display: Control Panel with LCD Screen.		
5. Battery: Sealed Maintenance Free Rechargeable..		
6. Back up : 1 Hr (60 Mts)		

7. Protection: Overload & Short Circuit.		
8. Ventilation: Forced Air Cooling.		
9. Should BIS certified.		
24.	GAS CHANGE OVER UNIT (AUTOMATIC)	Quantity- 2
1. Change unit should have Continuity of CO supplies to CO incubators.		
2. Unit should be compact can be bench or wall mounted using the keyholes on the back of the unit.		
3. The unique pneumatic logic construction of the unit it could be placed anywhere between the gas bottles and the equipment being served,		
4. These units should be suitable for use with all non-corrosive gases.		
5. All tools and accessories needed for functioning of the units should be provided along with.		
6. Instillation of unit at desired site is in scope of turnkey project.		
7. Unit should be battery operated/UPS back up supplied with the unit.		
8. Should have audible and visual alarms.		
9. European CE/US FDA/BIS.		
25.	SMART MONITORING SYSTEM (Co2, O2 and Temperature analyzer)	Quantity- 1
1. Control designed at dedicated application view, monitor and review alarms and events across multiple devices. All in one unit.		
2. Sensor for CO2 measurement 0 to 20%.		
3. Sensor for O2 measurement 0 to 100%.		
4. Temperature sensor: measurement range 0-50 degree Celsius		
5. Should have home screen, live trend, live dashboard		
6. Measurement Accuracy should be at 5% CO2, +/- 0.25%		
7. Point 7a: It should have a compensation range 1000+/-256 mbar Point 7b:Response time should not be over 2 minutes		
8. Battery usage should be visible on display.		
9. History can be viewed. Real -time data logging. Storage capacity should be at least 500 readings. Reading should be downloadable.		
10. Alerts should come via SMS, voice call and email or could be enables for alerts via SMS, voice call and email		
11. Genuine and reliable Server platform should be available.		
12. Should work for CO2incubators, O2 incubators, media/drug refrigerator and IVF lab door		
13. Data –download via USB.		
14. P C –software for analysis & management of measurements		
15. Rechargeable battery or mains adaptor.		
16. Unit should be European CE/US FDA certified and having a calibration certificate.		
26.	CCD CAMERA CCTV SYSTEM FOR LAB	1 system
1. Should cover embryology lab, reception, andrology lab and sterile corridor		
2. 1/3" Color CCD cameras		
3. 1080p HD Video Resolution (1920 x 1080)		
4. 960H Resolution in CVBS Mode		
5. AHD, HD-TVI, HDCVI, and Analog CCTV (CVBS) modes		
6. Weatherproof		
7. With infrared LEDs to illuminate up to 20 meters (65 feet)		
8. 3.4-3.8 mm lens		
9. 0.2 Lux Day mode / 0 Lux Night Mode		
10. Tri-Axis Mount for Ultimate Flexibility		

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11. Power & Video Cable Through Mount Design		
12. Power supply to be included		
13. Recording ability for at least 1 week		
14. need to provide processing unit with hard disk built in (1TB or greater)		
15. Monitor 21"LED full HD for viewing the camera footage.		
16. Router for network access via app on smart devices.		
17. Hand remote controlled		
18. Fitting and wiring to be provided by the vendor.		
27.	DIGITAL pH METER WITH MICRO ELECTRODE:	Quantity- 1
1. Compact and light weight table top		
2. Quick response time		
3. Built-in automatic temperature compensation.		
4. Two-point calibration provided. With buffers low and high		
5. pH range: 0 to 14 pH		
6. pH accuracy: ± 0.05 pH		
7. pH resolution: 0.01 pH		
8. Should have ≥ 1.5 GB internal memory		
9. pH probe: Epoxy body combination pH electrode		
10. pH display LED/LCD		
11. pH power supply: 230 V $\pm 10\%$, 50 Hz.		
12. Should be supplied with Operator manual and Service manual		
13. Warranty and CMC as per tender terms.		
14. Should be European CE or US FDA certified.		
28.	VOC meter for ART LAB	Quantity- 1
1. Handheld monitor with option of wall mounting.		
2. Capable of detecting contamination-detecting contamination at 0.1ppm level or lower.		
3. Facility of data storage and data logging.		
4. Photo-Ionization Detector technology.		
5. Up to to 3-second response.		
6. Warning and Alarm levels.		
7. Facility of VOC measurement inside CO2 Incubators.		
8. VOC sensor calibration with Easy Calibration Kit.		
9. Operating Humidity % to 95% relative humidity (Non-condensing).		
10. Weight: less than 1 kg.		
11. Should be European CE or US FDA certified.		
29.	LAPTOPS	Quantity- 2
1. Display size:		15.6"
2. Display resolution max:		1920x1080
3. Processor Brand		Intel
4. Processor:		Core i7 7th Generation or newer Type
5. Processor Speed		3.50 GHz
6. RAM Size		16 GB
7. Memory Technology		DDR4
8. Computer Memory Type		DDR3 SDRAM
9. Hard Drive Size		2 TB
10. Hard Disk Technology		Serial ATA

11. Hard Drive Interface		Serial ATA
12. Hardware Platform		Windows
13. Operating System		Windows10 preloaded
14. Included Components		Laptop, AC adapter, User Manual
30.	ALL IN MULTI-FUNCTIONAL PRINTER WITH SCAN, COPY AND FAX FACILITY	Quantity- 2
1. Connectivity Ports: Hi-Speed USB 2.0 port (device); built-in Fast Ethernet 10/100Base-TX network port, Wireless		
2. Wireless capability Standard (Wi-Fi 802.11b/g/n)		
3. Copier settings: Number of Copies; Lighter/Darker; Optimize; Paper; Multi-Page Copy; Draft Mode		
4. Maximum number of copies: Up to 99 copies		
5. Copy reduce / enlarge settings:25 to 400%		
6. Copy speed (black, normal) : Up to 23 cpm		
7. Copy resolution: 600 x 400 dpi		
8. Acoustic power emissions: 6.5 B(A) (printing at 23 ppm)		
9. Operating humidity range:30 to 70% RH		
10. Storage humidity: 10 to 90% RH		
11. Environmental specifications: Mercury free		
12. Memory : Memory, standard 256 MB		
13. Mobile printing capability		
14. Mobile Printing Services – HP/Canon ePrint		
15. Network protocols, supported: TCP/IP: IPv4; IPv6; IP Direct Mode; LPD; SLP; Bonjour; WS-Discovery; BOOTP/ DHCP/ AutoIP; WINS; SNMP v 1/2/3; and HTTP/HTTPS		
16. Input capacity: Up to 150 sheets		
17. Output capacity: Up to 100 sheets		
18. Media sizes supported (metric) A4; A5; A6; B5 (JIS)		
19. Media types: Paper (laser, plain, photo, rough, vellum), envelopes, labels, cardstock, postcards		
20. Energy savings feature		
21. Power supply: 220-volt input voltage: 220 to 240 VAC (+/- 10%), 60 Hz/50 Hz, 2.8 A		
22. Print technology: Laser		
23. Duplex printing: Manual duplex		
24. Print resolution (best): Up to 600 x 600 dpi, FastRes 1200 (1200 dpi quality)		
25. Monthly duty cycle: Up to 10,000 pages		
26. Print languages :PCLmS, URF, PWG		
27. Regulatory specifications: Should have requisite regulatory/CE/EN certificates for safety, Electromagnetic compatibility, fax capability and wireless communications		
28. Scan technology: CIS		
29. Scan resolution, hardware: Up to 600 x 600 dpi (colour, flatbed), Up to 1200 x 1200 dpi (mono, flatbed)		
30. Levels of grayscale:256		
31. Maximum flatbed scan size (metric) :215.9 x 297 mm		
32. Twain version: Version 2.1		
33. Security management: Password-protected network embedded Web server; enable/disable network ports; SNMPv1 community password change		
31.	TV FOR RECEPTION AND SEMEN COLLECTION ROOM	Quantity- 2
1.	Screen Resolution	1920 x 1080 pixels
1.	HD Type	Full HD

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2.	Screen Type LED	
3.	Refresh Rate 50Hz or more	
4.	Supported Video Formats DivX	
5.	Number of Speakers 2	
6.	Speakers Output (RMS): 20W or more	
7.	Sound Technology: Dolby Digital Decoder, DTS Decoder	
8.	Audio Feature Details: Auto Volume Leveller	
9.	Supported Audio Formats: AC3, MP3, PCM	
10.	Connectivity: Built-in WiFi, Ethernet, Wi-Di	
11.	HDMI: 2 or more	
12.	USB: 2 or more	
13.	Headphone Jack: Yes, 1	
14.	Composite In: Yes	
15.	Component In: Yes	
16.	Connectivity Input: Yes	
17.	TV for reception area 42 inches in display size	
18.	TV for semen collection room 32 inches in display size	
32.	DVD PLAYER/MULTI-MEDIA PLAYER FOR SEMEN COLLECTION ROOM	Quantity- 1
1.	Should play multiple video content formats like MPEG-1,MPEG-2 PS/TS,MPEG-4,VOB,DivX	
2.	Should have Audio Capabilities which include, Digital /Analogue Conversion,5.1 Ch. Dolby Digital Output,MP3 &WMA playback	
3.	Should play directly from USB	
4.	Should Playback multiple format discs including, DVD (PAL) / NTSC, CD-R/-RW, Audio CD, Dual Disc	
5.	Should have HDMI and Composite video and stereo Audio port connectivity to any Television / Monitor/ Projector.	
33.	Wireless Two way Audio System: (One between OT 5 and IVF lab and second between IVF lab and embryo transfer room)	Quantity- 2
1.	An active loudspeaker shall be installed.	
2.	3-Channel Loudspeaker with Digital volume control and Audio mixer and Audio equalizer should be installed at a most suitable place.	
3.	Suitable cable material and a patch panel should be offered as per the position of the Loudspeaker.	
4.	The surgeon and his team should be able to do Bi-Directional Audio communication from OT to IVF lab and IVF lab and embryo transfer room	
34.	Refrigerator for Media(Pharmaceutical refrigerator)	Quantity- 1
1.	300 L or more	
2.	Adjustable temperatures between 1° and 8°C (factory pre-set at 4°C)	
3.	Large, easy-to-read digital display of temperature within 0.1°C	
4.	Positive forced-air circulation systems	
5.	Industrial-grade cabinet construction and compressors	
6.	Self-closing, key-locked doors	
7.	Epoxy-coated, open-wire shelves adjustable in 1" (2.5cm) increments	
8.	Cold-rolled steel interior and exterior finished with high-impact powder paint coating	
9.	Interior lights with door-activated ON/OFF switch and independent switch on control panel	
10.	Adjustable levelling feet (except 4.9 cu. ft. under counter model)	

11. Automatic defrost and condensate removal		
35.	LAB PURIFICATION SYSTEM	Quantity- 2
1. Portable unit – Floor or Wall mounted		
2. Effective removal of VOC & CAC		
3. The system should be able to effectively remove VOCs by use of photo-catalytic reaction/ activated carbon and potassium permanganate.		
4. If photo catalytic reaction system is used it should be provided with exciting media: UV 254 nm bulbs/ should be supplied with initial fitter kit and supply of replaceable fitters in activated carbon and potassium mix filtration system		
5. UV-C/equivalent source for cleaning air		
6. No Ozone Generation Green technology: No harmful by-product.		
7. Effective coverage: up to 1000 sqft		
8. Replaceable filters		
9. Filters to be provided for first 5 years 10.		
10. Replacement Bulb Kit (one set) to be supplied along with one additional set to be provided/ or supply of replaceable filters for first 5 years		
11. Power: 220V, 3Phases, 50-60Hz 12. Certificate : US FDA class2 medical device/CE certified/BIS certified		

FURNITURE:

ALL FURNITURE ITEMS SHOULD HAVE GODREJ, HERMEN MILLER, FEATHERLITE MAKE

Andrology lab

1. Overhead build in cabinet
2. Chairs 3

Reception

1. Reception desk L or C shaped -1
2. Receptionist Chair-2
3. Cabinets behind the desk-1
4. Sitting facility-15
5. Centre table
6. Magazine rack

USG room

1. Work station with desktop
2. Consultant Chair-1
3. Build in over-head cabinets for storage

Counselling room:

1. Table with desktop
2. Consultant Chair -1

3. Overhead cabinets
4. 1- 2 seater sofa, 1 one seater sofa

Patient changing rooms:

1. Chair-2
2. Hanger points
3. Cabinets for keeping linen

Semen production room:

1. Recliner-1
2. Chairs 2
3. Cabinets for storage

Height adjustable doctor chair with arm rest -5

Drug Trolleys-3

Dust bin with lid in each area

Name boards for all rooms

Main sign board of Reproductive Unit

1	1. RECEPTION TABLE	Quantity- 1
1. C/L shaped		
2. Modular design		
3. Cork: 18mm thick rubberized		
4. Glass Top: 10 mm thick diamond cut edges		
5. Modesty Panel: MS perforated sheet size at least 0.8mm thick		
6. Legs: 1.6 mm MS tube of 50 mm diameter and 600 mm length		
7. Pre acceptance demonstration of furniture is must.		
8. In built storage in form of drawers on sliding rail system(3 on each side)		
9. Reception table should have built in wire management system		
10. Pre acceptance demonstration of furniture is must.		
2	RECEPTIONIST CHAIR:	Quantity- 2
1. Medium back junior executive type chair		
2. Gas height adjustment		
3. PP armrest with nylon base		
4. Epoxy powder coated extruded aluminum 5 spokes base (circumscribing diameter 60 cm)		
5. Antistatic castors, approx. 75 mm diameters, at least 2 with brakes.		
6. Seat size and backrest size for standard adult		
7. Seamlessly upholstered seat and backrest,		
8. Colour of upholstery – blue / grey		
9. Colour of base – black		
10. With height adjustable, broad, padded and upholstered arm rests and comfortable back rest		
11. Pre acceptance demonstration of furniture is must.		
3	FILING CABINET BEHIND RECEPTION DESK:	Quantity-- 2
1. Height approximately 6 feet		
2. Having at least 4 racks with individual doors and locking mechanism for each rack		
3. Vertical filing cabinet		
4. Godrej or equivalent		
5. Pre acceptance demonstration of furniture is must.		
4	PATIENT SEATING FACILITY:	Quantity 4
1. 3 in one combi chair – airport model Metal Chair		
2. Shall have tubular Frame made of 19mm dia and 1.6mm thick M.S. E.R.W Tube.		
3. The Seat and back should be puff cushioned and polyester coated.		
4. Color grey/black.		
5. All steel components shall be Epoxy		
6. Pre acceptance demonstration of furniture is must		
5	MAGAZINE RACK Godrej or Durian make	Quantity- 1

6	CENTRE TABLE:	Quantity- 1
1. Material :wood, shade to match rest of furniture in reception(based on concept of coffee table)		
2. Dimensions:30-34 inch (L), 14-16 inch (H), 19-22 inch (W)		
3. Must have 2 storage in built drawers to accommodate magazines		
4. Pre acceptance demonstration of furniture is must.		
7	CHAIRS	Quantity- 3
1. Medium back junior executive type chair		
2. Gas height adjustment		
3. PP armrest with nylon base		
4. Epoxy powder coated extruded aluminum 5 spokes base (circumscribing diameter 60 cm.)		
5. Antistatic castors, approx. 75mm diameter, at least 2 with brakes.		
6. Seat size and backrest size for standard adult		
7. Seamlessly upholstered seat and backrest,		
8. Colour of upholstery – blue / grey		
9. Colour of base – black		
10. With height adjustable, broad, padded and upholstered arm rests and comfortable back rest		
11. Pre acceptance demonstration of furniture is must.		
8	CONSULTANT CHAIR:	Quantity- 2
1. Revolving executive chair (High back), Should be from Godrej, featherlite or equivalent.		
2. Gas height adjustment		
3. PP armrest with nylon base		
4. Epoxy powder coated extruded aluminum 5 spokes base (circumscribing diameter 60 cm.)		
5. Antistatic castors, approx. 75mm diameter, at least 2 with brakes.		
6. Seat size and backrest size for standard adult		
7. Seamlessly upholstered seat and backrest,		
8. Colour of upholstery – blue / grey		
9. Colour of base – black		
10. With height adjustable, broad, padded and upholstered arm rests and comfortable back rest		
11. Pre acceptance demonstration of furniture is must.		
9	WALL MOUNTED STORAGE:	Quantity as described below
1. Wall mounted wooden cabinets with individual lockable doors (Godrej Store up or equivalent),sturdy, aesthetically appealing color and finish, ergonomic design		
2. To be provided in reception, USG room, semen production room and andrology lab		
3. Size: depth approximately-310 mm, height-750-800 mm, length according to room specification to cover one entire wall		

4. Procurement, installation and work needed for fitting and installation included in the scope of turnkey		
10	OFFICE TABLE:	Quantity- 2
1. The office table should be made up of steel.		
2. Should be of high quality, aesthetic and ergonomic design		
3. Top made up pre laminated, beige or pine colored material of high density		
4. pressed wood, properly treated. Flame and water retardant.		
5. Should be with one drawer and one shelf on right hand side		
6. Size (approx.) Height -750 mm Width – 800 mm Length – 1200 mm		
7. Pre-acceptance demonstration of the furniture is must.		
11	MOBILE LIGHT UNIT:	Quantity- 1
1. Technical Specification		
2. Should be LED type.		
3. Single dome mobile type with shadow reduction technology.		
4. Mounted on articulated, spring balance arm for easy positioning.		
5. Minimum light output should be 60,000 lux at 0.5m.		
6. Minimum field size should be 200 mm.		
7. Should be mounted on caster for free movement.		
8. Colour temperature should be between 4000°K and 5000°K, Ra > 93 or better.		
9. Light intensity should be variable in 4 or more steps.		
10. Light should be sealed to meet IP 43 standard		
11. Should be CE or FDA approved product.		
12. Input supply – 230Vac, 50Hz.		
13. Should be supplied with Operator manual and Service manual		
14. Warranty and CMC as per tender terms.		
12	WEIGHING SCALE	Quantity- 2
1. Should be battery operated		
2. Should have LCD Display		
3. Should have large foot space		
4. Should have Tap On & Auto Off		
5. Should have Overload & Low Battery Indicator		
13	SMALL CONSUMABLE TROLLEY	Quantity- 2
1. made of stainless steel 1.4301		
2. four same size drawers under the table top		
3. the drawers on ball bearing slides, full-extension, self-closing		
4. table top with upraised back and sides edges		
5. maneuvering handle situated at front side of the trolley		
6. base on four castors with diameter 100 mm, two of them with brakes		
7. all edges rounded and safe		

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8. table top dimensions: 650 x 600 mm		
9. Measurements: 690 x 700 x 985 mm		
14	CONSUMABLE TROLLEY FOR EMBRYO TRANSFER ROOM	Quantity- 1
1. made of stainless steel 1.4301		
2. three drawers under the table top, plus one heating drawer for warming infusion fluids at the bottom of the trolley		
3. bottom of the heating drawer perforated to facilitate heat distribution		
4. thermoregulation placed above the heating drawer front, allowing temperature adjusting within the range from +35°C to +45°C		
5. the drawers on ball bearing slides, full-extension, self-closing		
6. maneuvering handle situated at front side of the trolley		
7. table top with upraised back and sides edges		
8. all edges rounded and safe		
9. base on four castors with diameter 100 mm, two of them with brakes		
10. table top dimensions 650x600 mm		
11. Measurements: 690 x 700 x 985 mm		
15	ULTRASOUND EXAMINATION COUCH	Quantity- 1
1. holes of 1 cm dia to allow fluid drainage.		
2. Lower frame and intermediate frame of steel tubes of rectangular and square sections, multiple pre-treated and epoxy powder coated.		
3. Size (approximate): ^[SEP] Length: 2050 mm bed surface, 2125 mm with frame. Width: 750 mm. ^[SEP] Bed surface size: 705 mm W x 1950 mm L.		
4. Mattress – High-density foam mattress anti-microbial treated with waterproof flame retardant, antimicrobial, leather like upholstery.		
5. Backrest operated by gas system from horizontal to seated position _15° Trendelenburg		
6. Height adjustable leg rests		
7. Trendelenburg position operated by gas system		
8. Pre acceptance demonstration of furniture is must.		
16	RECLINER FOR SEMEN COLLECTION ROOM:	Quantity- 1
1. Smooth Reclining Mechanism		
2. Rubber wood frame		
3. Slab stock foam - seat : 24kg/cubic m - back : 24kg/cubic m		
4. Brown PVC upholstery, durable, stain resistant and easily cleanable		
5. Excellent lumber support		
6. Width- 950mm,Depth-740, Height-1050mm, seat height-450mm		
17	MAIN SIGN BOARD OF REPRODUCTIVE UNIT	
18	NAME BOARDS FOR ALL ROOMS- RECEPTION, USG ROOM, COUNSELLING ROOM, ANDROLOGY LAB	

19	SOFAS	Quantity-As below
	1. 1- 2 seater sofa, 1 one seater sofa in counselling room	
	2. High back rest	
	3. Excellent lumbar support	
	4. Upholstery washable, breathable, stain resistant material	
20	DUST BIN WITH LID IN EACH AREA	

TRAINING

The company who will be given the responsibility should provide:

1. Off-site training of 3 clinicians at good and recognized training lab for a period of 3-4 weeks over a period of 1 year. The company will also bear the cost of off-site travel, lodging and food expenses of clinicians during the tenure of training.
2. The company will provide on-site/off-site training to 3 staff nurses, 2 lab technicians and 2 OT technicians.
3. Should provide clinical embryologist services support for first 100 cases / 5 years, whichever is earlier at the AIIMS reproductive medicine center. All expenses including travel, lodging and food for the above will be borne by the company.
4. Should provide all consumables, media and other requirements for smooth running of first 100 cases.

MAINTENANCE:

1. Maintenance/ Cleaning of AHU ducts every 6 months for warranty period
2. Lab quality certification every 6 months for warranty period

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S.No.	CIVIL & ELECTRICAL WORKS	Area/ Quantity
1.	Description: IVF lab and Embryo Transfer room	
a.	Cement plaster	223.55 sq. mt.
	15mm cement plaster on the rough side of single or half brick wall of mix: 1:4 (1 cement : 4 fine sand)	
b.	Wall Paneling/ Partitions :	223.55 sq. mt.
	Supply and installation of 80mm thick puff insulated wall panel with 0.8mm powder coated aluminium/powder coated PPGI on visible side and 0.8mm aluminum/powder coated PPGI on other side. Finished to a clean room standards. The core of sandwich panel shall be filled with ridged poly-urethane foam which has to be injected under high pressure with minimum density of 40kg/m ³ . The individual wall panels shall be fixed using tongue and groove technology. The gaps between panels shall be suitably filled with metal filler / epoxy. A cryo-room has to be created in IVF lab using modular partition as per drawing	
c.	Ceiling :	
	Supply and installation of 60mm thick and puff insulated ceiling panel with In-side 0.8 mm powder coated aluminium and outside with 0.8mm aluminium/ powder coated PPGI. Finished to a clean room standards. The core of sandwich panel shall be filled with ridged poly-urethane foam which has to be injected under high pressure with minimum density of 40kg/m ³ . The individual ceiling panels shall be fixed using tongue and groove technology. The gaps between panel shall be suitably filled with metal filler / epoxy	77.25 sq.mt.
d.	Door :	2 nos.
	<ol style="list-style-type: none"> 1. Supply and fixing 49mm thick puff insulated door with puff insulation under high pressure (PUF @ 40 kg / cum) laminated by 0.8mm powder coated aluminium/ SS towards lab side and 0.8mm on the outer side. 2. Door size: 4 feet in width, should be provided with suitable door frame, 3. Handle (Providing and fixing aluminium handles ISI marked anodized, anodic coating not less than grade AC 10 as per IS: 1868, transparent or dyed to required color or shade with nuts and screws etc. complete- 125 mm size) opening inside. 4. Doors must be tight-fitting with bottom 'sweeps' and perimeter seals (top and edges). 5. A vision panel 1*1 feet at height of 4.5 feet should be provided; it must be double glazed, air-tight and gasketed. 6. Door should be provided with air brush and air curtain. 7. Door should have electronic/ RFID/pass-cord operated entry to restrict entry into lab. The gasket used shall comply with clean room standards. 8. Another door with same specifications and width to be provided for embryo transfer room. 	
e.	Flooring:	77.25 sq.mt.
	<ol style="list-style-type: none"> 1. "PVC/Vinyl Flooring": 2. Floor should be smooth, non-slip, scratchproof, resistance to shock and indentation, anti-microbial, impervious material conductive enough to dissipate static electricity but not conductive enough to endanger personnel from electric shock. 3. Electrostatic charge dissipation combat PVC seamless flooring of very high quality should be provided. 4. Thickness not less than 3 mm. Continuous roll should be used and joints should be welded by special PVC thermal welding units using PVC welding bars of same colour 	

	<p>5. It should be inert to body fluids, chemicals and disinfectants. Should not be affected by temperature variation within the lab</p> <p>6. The floor should efficiently discharge electric charges up to 2 kV</p> <p>7. Flooring should be done by skilled workers of accredited agencies authorized by the supplier of PVC sheets. The electrical resistance (point to ground) should be within 2.5×10^4 to 5×10^6 ohms. The floor should not allow build-up of electrical charge beyond 100 volts due to antistatic effect. The corners should not be terminated sharply and concealed cove- former (aluminium) should be used to overlap the wall panel to a height of approx. 100mm and sealed perfectly and uniformly. Self-leveling compounds should be used.</p> <p>8. Corners should be uniformly curved</p> <p>9. Final surface should be non-corrosive to biological fluids and detergents.</p> <p>10. Colour should be uniform pleasant and matching with ambience</p>	
f.	Coving:	66.60 r.mt.
	Modular clean room should be provided with aluminum coving without any unevenness. Ceiling and all vertical corners in IVF lab and embryo transfer room.	
g.	Hatch Box/Pass Box:	2 nos.
	<p>A hatch should be provided between OT number 5 and IVF lab and between IVF lab and embryo transfer room.</p> <p>1. Each hatch box should be equipped with two doors and the door should be operated electrically/motorized.</p> <p>2. The hatch should be designed in such a way that only one door should be opened at one time.</p> <p>3. The UV light should be so installed that it is kept on while both the doors are closed. This UV light has to be automatically turned off in case of opening of either of the doors.</p> <p>4. Indicators should be provided on both sides of the OT so that door open / close status can be monitored from both sides</p> <p>5. Hatch Box should have a manual over-ride to allow opening of both doors together if need be</p> <p>6. Providing and fixing static SS pass box of size 450x450mm in between IVF Lab and OT, for material transfer (Inclusive of cutting and making good the same).</p>	
h.	Counter-tops:	
	Non-porous materials that do not release VOC should be used for countertops. Material used is corian.	
i.	Earthing:	As per site requirement
	<p>Providing and fixing 25mmX5mm copper strip on surface or in recess for connections etc.as required.</p> <p>Providing and fixing 4.00mm dia copper wire on surface or in recess for loop earthing along with existing surface/recessed conduit/sub main wiring/cables required.</p>	
j.	Light fitting:	20 nos.
	<p>Supplying and fixing of LED light fitting with of lux level equal to 1000 lumens as per design with dimmable control at the working table Light fittings must be air-tight, designed for cleanrooms, so no air leakage occurs into the plenum void above the ceiling. Light fittings can be surface-mounted provided that the cable access is sealed, and there is no horizontal rim or flange where dirt can accumulate.</p> <p>UV LIGHT: Supply and fixing of Ultraviolet lights comprising of 30 watts UV tubes are fixed to the Frame. The SS frame is manufactured from 1.2 mm, Type 304, stainless steel. The unit is easy to disinfect and maintain.</p>	

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k.	Electrical, gas and data conduits:	150 meters
	All electrical, gas and data conduits must be sealed where they enter or leave the clean room to prevent air loss through them (including behind light switches); within the suite, use steel 'Dado' trunking attached to the wall for the distribution of power, data and gas lines. All electrical & data conduits must be M.S. and Gas conduits of Copper only.	
l.	Main electrical supply panel	1 no.
	SITC of wall/ free standing floor mounted dust and vermin proof compartmentalized cubical panel made out of CRCA sheet, required hardware, duly treated for de-rusting in 7 tank process with de-phosphate and with powder coating on both side of panel in desired shade The panel having PU/ Neoprene rubber gasket of not less than 3mm thickness, separate detachable gland plate M.S. base channel, hinged door with locking arrangement for equipment/switchgear. Thickness of sheet shall not be less than 1.6 mm up to 600 mm length / width of any compartment and be of 2.0 mm above 600 mm. Load bearing structure shall be of 2.0 mm thick sheet supported by base M.S. channel if required. Side walls and cable alley compartments having bolted type doors with / without detachable extension type structure with all type of suitable switching accessories & bus-bar as per load requirement of respective IVF equipments.	
m.	Storage cabinets:	3 nos.
	<ol style="list-style-type: none"> 1. A storage cabinet made up of powder coated material or stainless steel at least 3x2x1.5 feet in size, in build in modular paneling, smooth finish, easily cleanable 2. 2 for IVF lab and 1 for embryo transfer room 	
n.	Air Return Modules:	2 nos.
	<ol style="list-style-type: none"> 1. Should have 10 micron filter of efficiency 90%, Stainless steel perforated grill and pressure balancing damper of suitable size. 2. The return air opening shall be from four corners of the room at 10" from finished floor level. 3. Necessary Aluminium ducting to achieve test results shall be provided, made of Aluminium sheet as per IS 655 code. 4. External thermal insulation - The supply ducts shall be insulated with 19mm Nitrile rubber and Return Air duct using 13mm Nitrile rubber 	
o.	Pressure Relief Dampers:	As per site requirement
	<ol style="list-style-type: none"> 1. Pressure relief dampers should be provided in each room to prevent contamination of air from clean and dirty areas. 2. Suitably sized air pressure relief damper should be strategically placed, enabling differential room pressure to be maintained and ensure that when doors are opened between clean and dirty areas. 3. Counter- weight balancing system should be provided in the PRD to maintain positive pressure inside the operation room. 4. Air pressure stabilizers should have unique capability of controlling differential pressure to close tolerance. The PRD should remain closed at pressure below the set pressure and should open fully at a pressure only fractionally above the threshold pressure. 5. The body should be epoxy powder coated as per standard BS colors. High grade electrolyzed steel plate should be used for body and high grade SS304 stainless steel for blades 	
p.	AIR QUALITY MODULE FOR IVF LAB	As per site requirement
	HEPA FILTERS:	
	<ol style="list-style-type: none"> 1. HEPA filters-high quality, box type, ultra clean glass fiber paper of high 	

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	<p>quality, providing retention 0.3 microns and above, with efficiency 99.997% should be provided at duct level at all the incoming air ducts from AHU in IVF lab</p> <ol style="list-style-type: none"> 2. Filters should have easy replaceability 3. Replacement filters for initial 2 years of working 4. Suitable to cover CFM of IVF lab 	
q.	Embryo Transfer Room	As per drawing.
	<ol style="list-style-type: none"> 1. Modular panels, ceiling, walls, floor and door, storage cabinets should have same specs as IVF lab 2. A utility and changing room has to be created from embryo transfer room as per drawing. 	

Deputy Director (Admin)
AIIMS, Jodhpur

ANNEXURE 'A'

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING DECEMBER-2019

S · N o .	Name of Work/ project	Locatio n	Owner or sponsoring organization	Cost of work in lakh	Date of commenc ement as per contract	Stipulated date of completi on	Actual date of compl etion	Litigation/ arbitration pending/ in progress with details *	Re ma rks
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator

Note: Completion Certificate from Clint to be attached.

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

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ANNEXURE 'B'

TENDER ACCEPTANCE CERTIFICATE

(On letter head of company /firm)

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

Ref.: Your NIT No.: **Admn/Tender/56-2/2020-AIIMS.JDH**

I / 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 / services for which tender has been concluded, in accordance with the delivery 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. 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 confirm that we fully agree to the terms and conditions specified in above mentioned 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 the purchaser in addition to forfeiture of the Bid Security / Performance Security.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in AIIMS organization in future forever. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)

Name: _____

Business Address: _____

Place: _____

Date: _____

ANNEXURE 'C'

Bidder's Detail Information

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone No:- Mobile No:- Email id:-	
Name and address of service centre nearby Jodhpur.	
Whether the firm is a registered firm Yes/No (attached copy of certificate).	
PAN No. (enclose the attested copy of PAN Card).	
Service GST No. (enclose the attested copy of GST registration Certificate)	
Whether the firm has enclosed the Bank Draft/Pay Order/Banker's cheque of Earnest Money Deposit.	
Whether the Firm/Agency has signed each and every page of Tender/NIT.	
Any other information, if necessary.	

Date:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :

Tender for Setting up of In-Vitro Fertility Lab alongwith other services (on turnkey basis)

Admn/Tender/56-2/2020-AIIMS.JDH

ANNEXURE 'D'

UNDERTAKING CERTIFICATE - II

(To be submitted on Letter Head of the Company/Firm)

I hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I also certify that firm will execute the work as per the specification given by Institute and also abide all the terms and conditions stipulated in tender.

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

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

ANNEXURE 'E'

FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account **duly certified by the Chartered Accountant**, as submitted by the applicant to the Income Tax Department (Copies to be attached).

S. No.	Descriptions	2017-18	2018-19	2019-20

Gross Annual Turn Over.

Profit/Loss

II. Financial arrangements for carrying out the proposed work.

Signature of Bidder(S)With Seal

Signature of Chartered Accountant with Seal

Tender for Setting up of In-Vitro Fertility Lab alongwith other services (on turnkey basis)

Admn/Tender/56-2/2020-AIIMS.JDH

ANNEXURE 'F'

MANUFACTURER'S AUTHORISATION FORM

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

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers / only importer of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):

(*please provide reason here*).

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

Note: 1. *This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
2. *Original Letter may be sent. Photocopy not acceptable.*

ANNEXURE 'G'

PROFORMA FOR PERFORMANCE SECURITY (GUARANTEE) (FOR SITC WORK)

1. In consideration of the Director, AIIMS, Jodhpur (hereinafter called "the Government ") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor(s)") for the work _____ (hereinafter called "the said agreement}") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.
We _____ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government.
2. We _____ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.
5. We _____ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the Performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.
6. We _____ further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of Performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
8. We _____ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged. Dated the _____ day of _____
For _____ (Indicate the name of Bank)

ANNEXURE 'H'

FORM OF PERFORMANCE SECURITY (GUARANTEE) (FOR CMC)

1. In consideration of the Director, AIIMS, Jodhpur (hereinafter called "the Government") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor(s)") for the work _____ (hereinafter called "the said agreement}") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.
2. We _____ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government.
3. We _____ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
4. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.
6. We _____ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the Performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.
7. We _____ further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of Performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
9. We _____ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.
10. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged. Dated the _____ day of _____ For _____ (Indicate the name of Bank)

ANNEXURE 'I'
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store (s) has/has been received in good condition:

1.	Contract No. & date	
2.	Supplier's Name	
3.	Consignee's Name & Address with telephone No. & Fax No.	
4.	Name of the item supplied	
5.	Quantity Supplied	
6.	Date of Receipt by the Consignee	
7.	Name and designation of Authorized Representative of Consignee	
8.	Signature of Authorized Representative of Consignee with date	
9.	Seal of the Consignee	

ANNEXURE 'J'
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has /have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporters: _____
- (g) Name of the Consignee: _____
- (h) Date of handing over of site to the supplier for installation & commissioning: _____
- (i) Date of commissioning and proving test: _____

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily
or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- A. He has not adhered to the time schedule specified in the contract in dispatching the documents / drawings pursuant to "Technical Specifications"
- B. He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s)
- C. The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is
The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.
The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

(Signature)

(Name)

(Designation with stamp)

➤ **Explanatory notes for filling up the certificate:**

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to „Technical Specification’.
- ii) He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

NB: The consignee will ensure timely issue of NMIC, CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the supplier.

ANNEXURE 'K'

Format for Affidavit of Self Certification regarding Local Content in a Medical Devices to be purchase on Rs. 100/- Stamp Paper.

I _____ S/o, D/o, W/o _____ Resident of _____ do hereby

solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

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 Department of Pharmaceuticals. Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device 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 the assessment of an authority so nominated by the Department of Pharmaceutical. Government of India for the purpose of assessing the local content, action will be taken against me as per Oder No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016- MD dated – 18.05.2018.

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 authority.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. Medical devices for which the certificate is produced
- 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 medical device.
- xii. List and total cost of inputs which are domestically sourced Value addition certificates from suppliers. If the input is not in use attached.
- xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of

(Name of firm/entity)

Authorized signatory

Tender for Setting up of In-Vitro Fertility Lab alongwith other services (on turnkey basis)

Admn/Tender/___/2020-AIIMS.JDH

ANNEXURE 'L'

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

Certificate for Tender

Tender no.:- _____

Equipment name: - _____

'We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a 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 Comps eat Authority. We hereby certify that we fulfil all requirement in this regard and are eligible to be considered.'

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

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

CHECK – LIST

S. No.	Topic	Checked & Attached	Page No. of submitted bid
1.	Copy of completion certificate/s for the work considered under similar class completed during the last fifteen (15) years ending 31-12-2019	Yes / No	
2.	Annexure- A (read, filled & attached)	Yes / No	
3.	Annexure- B (read, filled & attached)	Yes / No	
4.	Tender Acceptance Certificate as per Annexure-C	Yes / No	
5.	Annexure- D (read, filled & attached)	Yes / No	
6.	Annexure- E (read, filled & attached)	Yes / No	
7.	Annexure- G (read, filled & attached)	Yes / No	
8.	Should have average turnover of services provided by the bidder should not be less than Rs. 4.25 crore during last three consecutive financial years ending 31.03.2020 (i.e. 2017-18, 2018-19, 2019-20)	Yes / No	
9.	Copy of GST registration (attached)	Yes / No	
10.	Copy of ITR of last three years (i.e. 2017-18, 2018-19, 2019-20) (attached)	Yes / No	
11.	Copy of PAN card (attached)	Yes / No	
12.	Copy of constitution or legal status of the bidder/ manufacturer / Sole proprietorship / Firm / Agency etc.	Yes / No	

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Tender for Setting up of In-Vitro Fertility Lab alongwith other services (on turnkey basis)
 Admn/Tender/___/2020-AIIMS.JDH

