

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,  
Store Section, CNC New Private Ward, 1<sup>st</sup> floor,  
ANSARI NAGAR, NEW DELHI-110029, INDIA.**

## **SCOPE OF SUPPLY**



**Bid for Supply, Installation and Commissioning of Complete Medical GasePipeline System for 28 ICU Bedsatdepartment of Neuro Surgery in CNC, AIIMS, New Delhi-29.**

**T. No.199/CNC/NS/2022-2023/St.**

**(CRITICAL DATE SHEET)**

**(MODIFIED SPECIFICATIONS, AFTER PRE-BID MEETING)**

EMD	Rs.3,00,000/-
To be deposited	Room No. 01, 1st Floor, Store Section (CNC), New Pvt. Ward, AIIMS, New Delhi-29.
Note: The original Earnest Money/Bid Security must be delivered in the office of stores Officer, Store Section (CNC), Ist Floor, New Pvt.Ward, AIIMS, New Delhi-110029 within 05 days after end/submission date, failing which the bid shall be summarily rejected.	

**(Prospective bidders have to comply with following terms while quoting for the items to be procured)**

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### **1. Bid Validity**

The bid shall remain valid for acceptance for the period given in bid document. In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed through GeM Portal. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further.

### **2. Purchaser's Right to accept any bid and to reject any or all bids.**

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

### **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 for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. 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. Packing and Marking**

- a) 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.
- b) 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. 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.

#### **Packing instructions:**

- c) 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:
  - a) Contract number and date
  - b) Brief description of goods including quantity
  - c) Packing list reference number
  - d) Country of origin of goods
  - e) Consignee's name and full address and
  - f) Supplier's name and address

### **5. Inspection, Testing and Quality Control**

- a) 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. 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, all subsequent inspections shall be at the cost of the supplier. The expense will be to and from Economy

Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period.”

- b) The Technical Specification 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.
- c) 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 re-submit the same to the purchaser’s inspector for conducting the inspections and tests again.
- d) In case the contract stipulates pre-dispatch 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.
- e) 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.
- f) The purchaser’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-dispatch inspection mentioned above.
- g) “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.”
- h) 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.
- i) Principal/ Foreign supplier shall also have the equipment inspected by recognized/reputed agency like SGS, Lloyd, Bureau Veritas, TUV etc. prior to dispatch at the supplier’s cost and furnish necessary certificate from the said agency in support of their claim.

#### **6. Insurance**

- a) 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 warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- b) If the equipment is not commissioned and handed over to the consignee within 3 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/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

#### **7. Spare parts**

- a) 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:
- b) The spare parts as selected by the Purchaser/End User 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
- c) In case the production of the spare parts is discontinued:
  - (i) Sufficient advance notice to the Purchaser/End User 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/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.
  - (iii) Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

#### **8. Incidental Services**

The supplier shall be required to perform the following services:

- a) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- b) Turnkey work (if any).
- c) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.
- d) Supplying required number of operation & maintenance manual for the goods.

#### **9. Distribution of Dispatch Documents for Clearance/Receipt of Goods**

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

#### **10. Assignment**

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.

#### **11. Sub Contracts**

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

#### **12. Modification of Contract**

- a) 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:
  - (i) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - (ii) Mode of packing,
  - (iii) Incidental services to be provided by the supplier
  - (iv) Mode of dispatch,
  - (v) Place of delivery, and
  - (vi) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- b) 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 the supplier shall convey its views to the Purchaser within seven days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

### **13. Taxes and Duties**

Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

### **14. Payment Terms**

- a) 75% (Seventy-Five %) payment shall be made against submission of "Inspection note and Consignee Receipt Certificate" of goods of the contract to be issued by the End User and Balance 25% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable) subject to Performance Bank Guarantee of 10% order value (FDR/PBG) valid till 90 days beyond the warranty period or as per latest rules of Govt. of India.
- b) The payment for turnkey/ Civil/Electrical/Air-Conditioning Works shall also be made on submission of "Installation and Acceptance Certificate" by the End User.
- c) The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly/yearly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given hereunder valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CMC will be applicable in case of contract value is more than Rs. 10 lakhs.
- d) The supplier shall not claim any interest on payments under the contract.
- e) 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.
- f) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- g) 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.
- h) While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, 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, the supplier shall refund to the Purchaser forthwith.

### **15. Delivery**

- a) The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser 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.
- b) 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.
- c) 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 in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving

the supplier's communication, the Purchaser 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.

- d) When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- e) The Purchaser shall recover from the supplier Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- f) 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 GST 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.
- g) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of CustomDuty and GST which takes place after the expiry of the date of delivery stipulated in the contract.
- h) The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. 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.

#### **16. Passing of Property**

- a) 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 contract.
- b) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- c) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

#### **17. Liquidated Damages**

- a) 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, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.25% 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 5% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract.
- b) During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under clause 16 above shall also apply.

#### **18. Termination for Default**

- a) The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, 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.
- b) The Performance Security in such cases will be forfeited.
- c) Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

#### **19. Termination for Insolvency**

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.

### 20. Resolution of Disputes

- a) If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- c) In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- d) **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- e) **Jurisdiction of the court** will be from the place where the Tender Document has been issued, i.e., New Delhi, India
- f) **Applicable Law:** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

### 21. Withholding and Lien in respect of sums claimed

- a) 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.
- b) 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.

### 22. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

### 23. LIST OF REQUIREMENTS

<b>T.No.:199/CNC/NS/2022-23/St.</b>	
Name of Equipment	Supply, Installation and Commissioning of Complete Medical Gases Pipeline system for 28 ICU Beds
Consignee	Neuro Surgery, C.N. Centre, AIIMS, New Delhi
Total Quantity	01 No.
Warranty Period	05 years (will start from the date of installation, commissioning and acceptance)
CAMC period after warranty	05 years (will start from the date of successful completion of warranty period)
Required Delivery Schedule	90 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when

	it is to be delivered at consignee site. Bidders may quote earliest delivery period.
Required Terms of Delivery and Destination	Free Delivery at Consignee's Site(s)
Installation and Commissioning	Shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later.
Scope of Incidental Services	Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc.
Turnkey Work (if any)	As per details in Technical Specification

## 24. Technical Specifications:

### (Modified specifications, after pre-bid meeting)

S.N.	<b>Item Name: Supply, Installation and Commissioning of Complete Medical Gases Pipeline system for 28 ICU Beds at CNC, AIIMS, New Delhi-29</b>
	<b>Oxygen Flow meter with Humidifier Bottle</b>
	Black Pressure Compensated flow meter should be of accurate gas flow measurement with following features:
1)	Control within a range of 0-15 LPM
2)	Should meet strict precision and durability standard
3)	The flow meter body should be made of brass chrome plated materials
4)	The flow tube and shroud components should be made of clear, impact resistant polycarbonate
5)	Flow tube should have large and expanded 0-15 LPM range for improved readability at low flows.
6)	Inlet filter should be made of stainless-steel wire mesh to prevent entry of foreign particles
7)	The humidifier bottle should be made of unbreakable & reusable polycarbonate material and autoclavable at 121 degree centigrade
	<b>Medical Gas terminal Units (Gas Outlet Points) for O2, Vacuum, Compressed Air System (4 bar)</b>
1)	The outlets should be UL Listed, NFPA complaint.
2)	The wall outlets should have a gas specific back body with steel mounting plate, which allows outlets to be ganged together with a center line spacing of 5" (127 mm).
3)	Each back body should be equipped with a 6-1/2" (165mm) length type "K" copper pipe stub which is brazed to the outlet body.
4)	The outside diameter of the copper pipe stub should be 1/2" (12.7mm).
5)	The inlet pipe should be swivelled 360 degrees for ease of installation.
6)	Outlet bodies should be gas specific by means of a gas assembly only with the specific matching gas back body, preventing interchangeability of gas service.
7)	The latch-valve assembly, should (by means of color coding and wording) identify the specific medical gas service provided by the outlet and should accept only Ohmeda Diamond type gas specific adapters.
8)	For aesthetic appeal each outlet should include a one-piece ivory trim plate. The trim plate should be constructed of high impact, flame retardant Cycloy <b>or Equivalent Acceptable.</b>
9)	The wall outlet should accommodate various finished wall thickness from 3/8" (10mm) to 1-1/4" (32mm) <b>or Equivalent Acceptable.</b>
10)	Equipment should be manufactured in an ISO 13485 registered facility.
	<b>Features:</b>



1)	Accepts Ohmeda Diamond Gas Specific Adapters.
2)	Pin indexed to prevent interchangeability of gas services.
3)	Each outlet is cleaned for medical gas service and pressure tested.
4)	Less than 3 psi (21KPa) pressure drop through the outlet @120 L/min and 50 psig (345KPa)
5)	Inlet pressure.
6)	Inlet pipe can be swiveled 360 degrees for ease of installation.
7)	Gas specific back bodies can accept either Quick connect or DISS front identification bodies.
8)	Outlet can be adjusted up to 1 ¼” (32mm) wall thickness Ward Vacuum Unit
	<b>The ward Vacuum Unit</b>
a.	Should be Digital and color-coded display type regulator having large, easy to read guage providing unmatched guage accuracy + 1% of full-scale color-coded range and should have no analogue mechanism.
b.	The unit should have 3-Mode High feature and should be equipped with push to set technology which will automatically establish vacuum limit with each vacuum level setting.
c.	Should have a unique dual spring regulator module to ensure precision in the critical care range (0-200 mm Hg) while also provide fast adjustment within 2 turns of the knob up to full wall vacuum instantly facilitating regulated and continuous suction for tracheal and pharyngeal airway management, surgical procedure and continuous nasogastric drainage.
d.	The ward vacuum unit should be equipped with max mode features which will facilitate unrestricted full-time vacuum for emergency providing range of (0-760mm Hg).
e.	The unit should be equipped with Positive Pressure Relief Valve to protect patient and unit both in case if accidentally connected to pressurized gas (O2, air etc.)
f.	The unit should be made of rugged, shatter-resistant ABS case and corrosion & lubrication free having service free back plate
g.	The Unit should have following:
	1) High Three Mode Continuous: Modes 1 (On), O (Off) and MAX
	2) Gauge: High Vacuum: (0-760mm Hg)
	3) Regulated Vacuum: 0-Full Vacuum
	4) Instantaneous Full Wall Vacuum Mode
	5) Recommended for OR/ER use
h.	The Ward Vacuum Unit should conform to ISO 19979-3 and ASTM F 960
	<b>Suction Jar should have the following</b>
a.	The 600/2000 ml Suction Jar
b.	Should be capable to autoclave up to 121-degree C.
c.	All seals and splatter tube should be in silicone for long life.
d.	The filter trap in the jar should be designed to ensure maximum efficiency in preventing overflow and incorporates design features to ensure the breakdown of foam.
	<b>Theatre Suction unit</b>
a.	A sturdy trolley with 5 Castor base complete with angled high suction controller.
b.	The unit should be powered from the medical vacuum supply and should have 5 Meter of vacuum hose and matching probe suitable for vacuum outlet. It should have two secretion jars with below mentioned specifications
	<b>Vacuum Regulator should have the following:</b>

	a. The Vacuum Unit should be Digital and color-coded display type regulator having large, easy to read gauge providing unmatched gauge accuracy + 1% of full-scale color-coded range and should have no analogue mechanism.
	b. The unit should have 3-Mode High feature and equipped with push to set technology which will automatically establish vacuum limit with each vacuum level setting.
	c. Should have a unique dual spring regulator module ensure precision in the critical care range (0-200 mmHg) while also provide fast adjustment with in 2 turns of the knob up to full wall vacuum instantly facilitating regulated and continuous suction for tracheal and pharyngeal airway management, surgical procedure and continuous gastric drainage.
	d. The ward vacuum unit should be equipped with Max mode features which will facilitate unrestricted full-time vacuum for emergency providing range of (0-760 mmHg).
	e. The unit should be equipped with Positive Pressure Relief Valve to protect patient and unit both in case if accidentally connected to pressurized gas (O2, Air etc.)
	f. The unit should be made of rugged, shatter-resistant ABS case and corrosion & lubrication free having service fee back plate
	g. The Unit should have following: 1) High Three Mode Continuous 2) Modes I(On), O(Off), MAX 3) Gauge: High Vacuum (0-760mm Hg) 4) Regulated Vacuum 0-Full Vac 5) Instantaneous Full Wall Vacuum Mode, Recommended for OR/ER use
	h. The Vacuum Unit should conform to ISO 19979-3 and ASTM F 960.
	<b>Suction Jars should have the following:</b>
	a. The 2000 ml Suction Jar made of polysulphane.
	b. Should be capable to autoclave up to 121-degree C.
	c. All seals and splatter tube should be in silicone for long life.
	d. The filter trap in the jar should be designed to ensure maximum efficiency in preventing overflow and incorporates design features to ensure the breakdown of foam.
	<b>Medical Gas Area Line Pressure Alarm</b>
	a. The medical gas central alarms should be capable of monitoring up to 6 medical gas
	b. services or more by means of pressure sensors which can detect deviations from the normal operating limits of either pressure or medical vacuum.
	c. The area alarm should have touch screen of 5 inches or more with a digital display of pressures
	d. The medical gas area alarm should completely meet the international standard.
	e. Each gas service should be displayed by colored touch screen to show 'Normal' (green), 'Low' and 'High Pressure' (red) conditions.
	f. Medical vacuum systems should be displayed in the 'Normal' (green) and 'Low Vacuum' (red) conditions only.
	g. Failure indicators should be displayed by flashing lights and normal indications should be steady.
	h. An audible warning should sound simultaneously with any failure indication and a mute facility should be provided.
	i. Following a mute selection, the audible alarm should resound after 15 minutes.
	j. A maintenance 'Mute' switch should be provided internally in the panel for use during maintenance which results in prolonged pipeline or plant shutdown. This facility should automatically reset when the gas service returns to normal.

	k. The alarm panel should have a 'test' facility to prove the integrity of the internal circuits, display and audible warning.
	l. The alarm panel should incorporate a volt free normally closed relay to allow for interconnection to either a medical gas central alarm system or an event recording circuit of a building management system.
	m. The following configuration should be used: 3 Gas Services (O2, Vac, Air 4)
	<b>Area Valve Service Unit.</b>
	a. It should be wall mounted, Aluminum box with lockable front glass panel having ball type valves with PTFE seat, Brass body with Nickel plating valves having quarter turn handle opening.
	b. Should have size suitable for 12mm to 22 mm OD copper pipes
	c. Should have screw ends
	d. Should have brass adapter suitable for copper pipe
	e. The valves should be manufactured by an ISO 9001 certified company.
	f. The following configuration should be used: 3 Gas Services (O2, Vac, Air 4)
	<b>Copper Piping</b>
	<b>Copper pipes (material):</b>
	a. Copper Pipes should be solid drawn, seamless, deoxidized,
	b. non-arsenical, half hard, tempered and degreased, manufactured as per EN : 13348 : 2001
	c. standard, and chemical composition as per CU DHP to 1190-1 and CW 024 A to EN 1412
	d. Pipe sizes should be used as per latest BS EN 13348 guidelines <ul style="list-style-type: none"> <li>1. 28mm OD X 1.0 mm thick</li> <li>2. 22mm OD X 1.0 mm thick</li> <li>3. 15mm OD X 1.0 mm thick</li> <li>4. 12mm OD X 1.0 mm thick</li> </ul>
	<b>Pipeline Installation:</b>
	a. Before erection, all copper pipes, valves, fittings like bends, tees, reducers etc. should be cleaned for dirt and degreased.
	b. Proper pipe cutters, and bending machine should be used during installation of copper pipes. All copper pipes and fittings like bends, Tees, reducers and straight couplings should be as per BS 864 and joined by silver brazing method for copper to copper.
	c. Inert gas welding technique should be used by passing Nitrogen gas inside the copper pipes during silver brazing, in order to avoid carbon deposition inside the copper pipes.
	d. Copper pipes of the diameter up to 42 mm OD should be installed on the wall with the help of plastic saddles at the required span, as per HTM-2022 of U.K. and metallic white powder coated clamps should be used for pipe sizes above 54 mm OD.
	e. Wherever the pipes cross brick walls, it should be covered with plastic pipes. All pipes
	f. Should be installed without springing or forcing. All pipes should be protected against mechanical injury in a manner satisfactory to authorities having jurisdiction.

	<b>Test:</b> After erection, all the pipes should be cleaned or purged with the help of dry nitrogen gas, & should be tested with dry nitrogen at a pressure of 10 Bar for 48 hours.
	<b>Painting:</b> All installed pipes should be painted with two coats of synthetic enamel paint & color codification as per IS-2379 of 1963.
	<b>Line Isolation Valve</b>
	a. The valve should have a bronze body, and a blowout proof stem. The valve ball should be bronze chrome plated, and the seats and packing should be Teflon (PTFE).
	b. Each valve in valve box should have a pressure rating of 600 psig, meet NFPA standard or HTM 2022 and be hydrostatically tested.
	c. Type “K” copper pipe extensions that are cleaned for medical gas service should be fitted
	d. into each side of the valve.
	e. A gauge port should be drilled into one of the pipe extensions for the purpose of inserting a gauge.
	f. The gauges should have a 2” (50 mm) dial, be ASME B40.1 Grade B.
	g. The valve assembly should be plugged or capped to prevent contamination.
	<b>3 Duct / 3 Channel Bed Head Panel / Bed Head Unit of 1800mm</b>
	a. To ensure safe and easy access to services and equipment for the medical staff in critical care
	b. environment at the point of care, Bed Head Panels should be made from high quality extrusion and designed to provide plenty of capacity, so they can that it can accommodate all the electrics, gases, data and other media for critical care areas.
	c. It should be supplied in compliance with the 93/42/CE regulation and Quality standards ISO 13485.
	d. The three duct /3 channel Bed head panel should be made from modular profiles which should be constructed from extruded aluminum alloy 6063 Temper T6.
	e. The Bed Head must have a DIN Rail throughout the length of the Bed head Panel.
	f. The Rail should have strength to be capable to support various accessories available
	g. The rail section should be fixed directly to the wall to ensure the load on the rail is well supported.
	h. The Bed head panel should have 3 separate ducts to ensure that services (Electric 220V, Low Voltage / Data, Medical Gases) are properly isolated from each other.
	<b>Duct for Medical Gas Terminals and associated pipeline.</b>
	a. BS EN 13348 Medical Grade pipe should be used.
	b. Each gas outlet of same gas should be brazed together and a single pipe for each gas type should either come out from back of the bed head unit OR side of bed head panel.
	c. The pipe should be properly labelled to avoid any cross connection at site

	<b>Duct for Electrical Services (220V)</b>
	a. All electrical switch sockets should be prewired with at least 2.5mm copper wire.
	b. All electrical wires must terminate in a single connector for connecting it to
	c. external power supply.
	d. Duct for Low Voltage / Data; Data or low voltage services should be accommodated in a separate duct.
	e. RJ 45/ RJ 11 connection to be provided.
	f. Provision for Nurse Call system by providing cut out on the top plate to be provided.
	g. Inbuilt lighting must be in a separate section and NOT in any of the 3 service ducts.
	h. Each Duct should have a top profile which should be removable to allow access to the service sections.
	i. All profiles except Top profile should be Anodized aluminum finish.
	j. 10 Electrical Sockets antibacterial.
	k. 1 Data Socket.
	l. 1 Telephone Socket,
	m. Drawer and Provision for 6 Gas Outlet Points.
	<b>Curtain Track</b>
	a. Track System must be complete with curtains.
	b. The track should be heavy duty or rounded track for cubicles/ separation.
	c. The curtain should be stain resistant
	<b>IV Track</b>
	a. IV Tree System must be with 4-point hanger, with 6' track and all accessories.
	b. Should have simple twist and lock system for horizontal positioning, button release system to raise and lower IV hanger.
	<b><u>Minimum Qualification Criteria</u></b>
	Eligible bidder must submit an undertaking/affidavit that they will supply and install the complete Medical Gases Pipeline System as per tender technical specifications.
	The bidder should have experience/expertise in the supply, installation, and commissioning of the medical gas pipeline system and should have been in the business for at least the last ten years.
	The bidder should have executed the turnkey job of installation & commissioning of medical gas pipeline work or a similar job in the turnkey project at least in <b>2 nos.</b> Govt./Corporate hospitals/Medical college each with a project commissioning cost of minimum Rs. <b>One</b> Crore or above on a turnkey basis whereas at the same time it is also mentioned that "The MGPS firm should have successfully completed following Medical Gas Pipeline System (MGPS) works during the last seven years ending last date of the month before the one in which tenders are invited".
	Three similar works, each costing not less than 40% of the estimated cost put to tender, OR Two similar works, each costing not less than 60% of the estimated cost put to tender, OR One similar work costing not less than 80% of the estimated cost put to tender.

	And also at the same time it is mentioned bidder must submit user list and at least 2 performance Satisfaction report of similar type of work, within last 2 years from major government hospital.
	Similar work shall mean supply, installation, testing and commissioning of MGPS work in India, which may also include comprehensive maintenance of MGPS installations. Comprehensive maintenance of MGPS installations standalone work is not covered in similar work.
	In case, the qualifying experience certificate is from Private sector/Charitable Hospital, the firm/vendor should submit the TDS certificate as a proof of having executed the said work.
	The value of executed works 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 receipt of applications for tender.
	Bidder should quote separate price for maintenance and operation of manifold room and the entire MGPS system on per year basis.
	The vendor should collect the copy of building layout plan and visit the site, for complete evaluation of the project and feasibility of his material before submitting the bid.
	Copper pipes to be certified by a recognized certifying agency for its compliance to specific standard.
	Bidder must submit Printed catalogue and technical data sheet to substantiate offer.
	Tenderers/Manufacturer should have extensive past experience of minimum 5 years in field of Medical Gas Pipeline System failing which bid will be rejected. List of projects executed in past with similar specifications must be submitted along with bid.
	Bidder must submit User list and at least 2 Performance Satisfaction report of similar type of work, within last 2 years from major government hospitals.
	The bidder should be capable to inspect the centralised medical gas pipeline system by internationally accredited "Lloyd or equivalent certified Person". Regarding this matter, necessary proof must be provided along with the offer.
	Eligible bidder should have average annual turnover of minimum Twelve crore in past three financial years. Copy of audit balance sheet and CA certificate for the past three years with profit and loss account must be submitted failing which bid will be rejected.
	Eligible bidder must submit a solvency certificate of not less than 30% of the estimated value of work from a Nationalized / Schedule bank.
	Eligible bidder should have not abandoned any job in Central Govt. /State Govt./ public Sector hospitals during the last 5 years. Affidavit to be submitted to that effect.
	Eligible bidder should have its own manpower, tools & tackles & infrastructure for the installation of the complete MGPS on turnkey basis. The bidder should provide list of trained personnel with qualifications and experience who will be deputed for this work and who have been employed by the company for at least two years continuously.

	Eligible bidder should have to quote all items in compliance to tender specifications in his technical bid; failing which bid will be rejected.
	No Joint Venture or work executed by two companies WILL be considered.
	Eligible Bidders should clearly mention country of origin for each and every product quoted by them failing which bid will be rejected.
	Being time bound project only reputed eligible bidders with adequate experience in similar field and turnkey projects should quote for this project.
	Eligible bidder should have minimum two running service contracts of AMC/ CMC of <b>Medical Gas Pipeline System</b> from any Central Govt. /State Govt. hospitals. Copies of service contract to be submitted along with bid.
	Eligible bidder should be an ISO Certified company and the products supplied should be CE / UL marked.
	The bidder shall furnish a brief write up packed with adequate data explaining an establishing his available capacity and capability (both technical and financial) to perform the contract if awarded within the stipulated time period, after meeting and its current /present commitments.
	The purchaser reserves the right to ask for a free demonstration of the quoted equipment at pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price bid failing which the bid shall be liable to be rejected.
	<p><b>Note:</b></p> <p>a) Minimum qualification criteria mentioned above are mandatory.</p> <p>b) Proof for fulfilment of eligibility criteria mentioned above should be supported with valid documents failing which bid will be rejected.</p> <p>c) Agency not fulfilling any of the above mentioned qualification criteria shall be dis qualified.</p>

<b>Name of Work: Supply and Installation of Medical Gas Pipe Line System</b>		
<b><u>BOQ</u></b>		
<b>S.No</b>	<b>Description</b>	<b>Unit Qty.</b>
1.	<b>Oxygen Flowmeter with Humidifier Bottle</b>	Nos. 28
2 .	<b>Gas Outlet Points /Terminal Units with Probes as per NFPA-99</b>	
	For Oxygen System	Nos. 56
	For Medical Air 4 bar	Nos. 28
	for Vacuum System	Nos. 56
3.	<b>Ward Vacuum Unit with Regulator, Collection Jar of 600 /2000 ml with Bracket</b>	Nos. 28
4.	<b>Medical Gas Alarm Panel</b>	Nos. 2
	3 Gas Services (O2, Vac, Air 4)	
5.	<b>Area Valve Service Unit</b>	Nos. 2
	3 Gas Services (O2, Vac, Air 4)	
6.	<b>Medical Grade Copper Pipeline as per EN 13348</b>	
	12mm OD X 1 mm thk	Mtrs 135



	15mm OD X 1 mm thk	Mtrs 350
	22mm OD X 1 mm thk	Mtrs 210
	28mm OD X 1 mm thk	Mtrs 120
<b>7.</b>	<b>Line Isolation Valves</b>	
	For 12mm	Nos 56
	For 15mm	Nos 2
	For 22mm	Nos 2
	For 28mm	Nos 2
<b>8.</b>	<b>Vertical Bed Head Panel with drawer and Provision for Gas Outlet, Electrical Switch and Socket, Nurse Call etc.</b>	Nos 28
<b>9.</b>	<b>Curtain Track</b>	Nos 28
	Track System complete with curtains. The track will be heavy duty or rounded track for cubicles/ separation. The curtain should be stain resistant.	
<b>10.</b>	<b>IV Track</b>	Nos 28
	IV Tree System 4-point hanger with 6' track and all Accessories. Simple twist and lock system for horizontal positioning, button release system to raise and lower IV hanger.	

**OTHERS:**

1. The cost of all spares/accessories/consumables should be quoted upfront and should be valid for 05 years. In case, cost of any consumable, consumables, spare/parts item is not quoted, it will have to be supplied free of cost by the companies/bidders for the duration of 05 years.
2. Warranty: 5 years onsite comprehensive including all spare/parts, accessories + 5 years CAMC including all spare/part, accessories.
3. Original Manufacturer or their subsidiary or authorized dealer who is quoting should be present in India having selling experience of more than 5 years with at least 5 installations in government institute/hospitals. Satisfactory installation reports from these hospitals must be attached.
4. The vendor should have a good service and application back up along with instruments to provide an effective troubleshooting and support. (Response time <24 hours)
5. All technical bids comparative statement to the tender specifications must be enclosed along with reference no., paragraph no. from original catalogue.
6. Demonstration of the equipment is must, failing which the company/bidder will be disqualified.

**Bidders must upload the following documents in the Technical bid:**

1	Tender acceptance Form (as per bid format)
2	Manufacturers Authorization Certificate (As per bid format)
3	Country of origin of quoted product.
4	Product brochure
5	Technical bid (with Make, Model and detailed scope of supply)
6	Technical Compliance Statement (in tabular form)
7	Product Certifications.



8	Complete terms & conditions (Including warranty, CAMC, bank details, mode of shipment, taxes, etc.)
9	Details of Service Centre, (Complete Address)
1	Bidders Registration Certificate, GST certificate, drug license (if applicable).
1	Price bid (with complete scope of supply, price break-up of all items), complete list of accessories, consumables for quoted product must be uploaded in pdf at financial bid (space given in the GeM Portal). The quoted rates will remain valid for 5 years (warranty).
1	Any modification/corrigendum in the bid conditions/specifications will be uploaded at Buyer specific ATC documents. Bidders may kindly see before uploading their bid.

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### **25. Warranty:**

- a) The bidders must quote for Five years Comprehensive Warranty for complete equipment (Including all spares, labour and third party items without exclusion) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- b) The warranty charges shall not be quoted separately.
- c) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period will be extended by double the downtime period. In addition, a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liable for the excess downtime period but not more than 5% of the equipment cost. Complaints should be attended properly, maximum within 8 hrs. The firm must ensure provision of quality post sale service with 95% uptime of the equipment. The firm has to provide a replacement unit (same model) in case the time taken for repair is long.
- d) All software updates should be provided free of cost during Comprehensive Warranty period.

### **26. After Sales Service:**

- a) After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/Indian Agent. Undertaking by the Principals in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for the lifetime of the equipment.
- b) Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-
  - (i) All kinds of Motors.
  - (ii) Plastic & Glass Parts against any manufacturing defects.
  - (iii) All kinds of sensors.
  - (iv) All kinds of coils, probes and transducers.
  - (v) Printers and imagers including laser and thermal printers with all parts.
  - (vi) UPS including the replacement of batteries.
  - (vii) Air-conditioners
- c) The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for lifetime of the equipment.
- d) The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

### **27. Comprehensive Annual Maintenance Contract (CAMC):**

- a) Firm should quote the rates with Comprehensive 5 years warranty & post warranty 5 years CAMC (including all spares, consumables, accessories, labour, testing and calibration as per technical / service /operational manual of the manufacturer). The firm will give an undertaking that it will enter in to a 5-years CAMC at the end of warranty period (5-years) after providing a post warranty fitness report/certificate duly certified by user before

release of the PBG. The Individual price of all accessories, consumables & spare parts should be quoted separately, if required during warranty & post warranty 5 years CAMC. If the price of any item is not quoted in the price list, firm has to provide the item free of cost for the life of the equipment.

- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPV basis.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5 % of the cost of the equipment (as per Performa given hereunder) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakhs.
- e) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liable for the excess downtime period but not more than 2.5% of the equipment cost. Complaints should be attended properly, maximum within 8 hrs. The firm must ensure provision of quality post sale service with 95% uptime of the equipment. The firm can provide a replacement unit (same model) in case the time taken for repair is long.
- f) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.
- g) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.

#### **28. Uptime & Downtime Penalty Clause:**

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be leviable for the excess downtime period.
- c) Complaints should be attended properly, maximum within 8 hrs.

#### **29. Turnkey Work:**

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Turnkey Work costs will be added for Ranking Purpose. The Turnkey Work should completely comply with AERB requirement, wherever required.

#### **30. Demonstration**

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre determined place acceptable to the purchaser or at site (in case of non portable and heavy equipments) for technical acceptability as per the Bid Document specifications, before the opening of the Price Bid.

### 31. TENDER ACCEPTANCE FORM

(To be submitted)

To,  
The Director,  
All India Institute of Medical Sciences  
Ansari Nagar, New Delhi-110 029 India.

Ref. Your Bid No. \_\_\_\_\_ due for opening on \_\_\_\_\_  
*insert date*

We, the undersigned have examined the above mentioned Bid document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bid documents, in accordance with the delivery schedule specified in the List 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 for due performance of the contract. We agree to keep our bid valid for acceptance as required 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 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 Bid.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes. We also confirm that our GeM account is neither under watch listed nor suspended and there is no severe incident is pending against us raised by AIIMS, New Delhi.

We confirm that we fully agree to the terms and conditions specified in above mentioned 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 enforcement of the bid security Declaration."

**Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

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

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

**Signature of Tenderer** \_\_\_\_\_  
**Seal of the Tenderer** \_\_\_\_\_

### 32. Performa for Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To *(insert complete name and address of the purchaser)*

I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: *(insert signature of person whose name and capacity are shown)*

In the capacity of: *(insert legal capacity of person signing the Bid Securing Declaration)*

Name: *(insert complete name of person signing the Bid Securing Declaration)*

Duly authorized to sign the bid for an on behalf of *(insert complete name of Bidder)*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ *(insert date of signing)*

Corporate Seal *(where appropriate)*

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

### 33. MANUFACTURER'S AUTHORISATION FORM

(To be submitted)

**The 'Director'**  
**All India Institute of Medical Sciences**  
**Ansari Nagar, New Delhi-110029, India.**

Dear Sir,

Ref: Your Bid document No \_\_\_\_\_ dated \_\_\_\_\_

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

We also state that we are not participating directly in this bid for the following reason(s):  
\_\_\_\_\_ (*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorized to submit a bid, 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 hereby extend our full warranty, CAMC as required for the goods and services offered for supply by the above firm against this Bid document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for the lifetime of the equipment.

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.*

**34. BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CAMC SECURITY**

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier")

has undertaken, in pursuance of Purchase Order/ Contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply \_\_\_\_\_ (*insert description of goods and services*) (Hereinafter called "the Contract").

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (*insert Amount of the guarantee in words and figures*), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee will remain in force upto \_\_\_\_\_ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security*) and any demand in respect thereof should reach the Bank not later than the above date.

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

.....  
Name and designation of the officer

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

**35. CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE  
CONTRACT(CAMC)**

Comprehensive Annual Maintenance Contract No. \_\_\_\_\_  
Dated \_\_\_\_\_

Between

\_\_\_\_\_  
*Director, AIIMS*

And

\_\_\_\_\_  
*(insert Name & Address of the Supplier)*

Reference: Contract/ Purchase Order No. \_\_\_\_\_  
dated \_\_\_\_\_ for supply, installation & commissioning, Training and CAMC of goods & services

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1	2	3	4					5	6
Schedule No.	Brief description of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs					GST Value in Rs (__ %)	Total CAMC Cost for 5 Years with GST (3) X [(4a+4b+4c+4d+4e) + (5)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>		
			a	b	c	d	e		

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CAMC period.

- g) The Bank Guarantee valid till \_\_\_\_\_ [(fill the date) 3 months after expiry of entire CAMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XIV of the Tender Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be en-cashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

\_\_\_\_\_  
(Signature, name and designation of the Store Officer/ASO of the Purchaser)

\_\_\_\_\_  
(Signature, name and designation of the F&CAO of the Purchaser)  
For and on behalf of Director, AIIMS

(Seal of the Purchaser)

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

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

\_\_\_\_\_  
Received and accepted this contract  
\_\_\_\_\_

\_\_\_\_\_  
(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_

*(Insert Name and address of the supplier)*

(Seal of the Supplier)

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

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

Note:- The contract will be prepared on Non-judicial Stamp paper (currently of value of Rs. 100).



**36. FORMAT OF MODEL CERTIFICATES TO BE SUBMITTED BY THE BIDDER  
ON COMPANY LETTERHEAD**

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

**Model Certificate for Tenders**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

**[Where applicable, evidence of valid registration by the Competent Authority shall be attached!]**

**Model Certificate for Tenders for Works involving possibility of sub-contracting**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

**[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”**

**Model Certificate for GeM:**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfil all requirements in this regard and is eligible to be considered for procurement on GeM.

**[Where applicable, evidence of valid registration by the Competent Authority shall be attached]”**

**37. 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 asunder:

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.

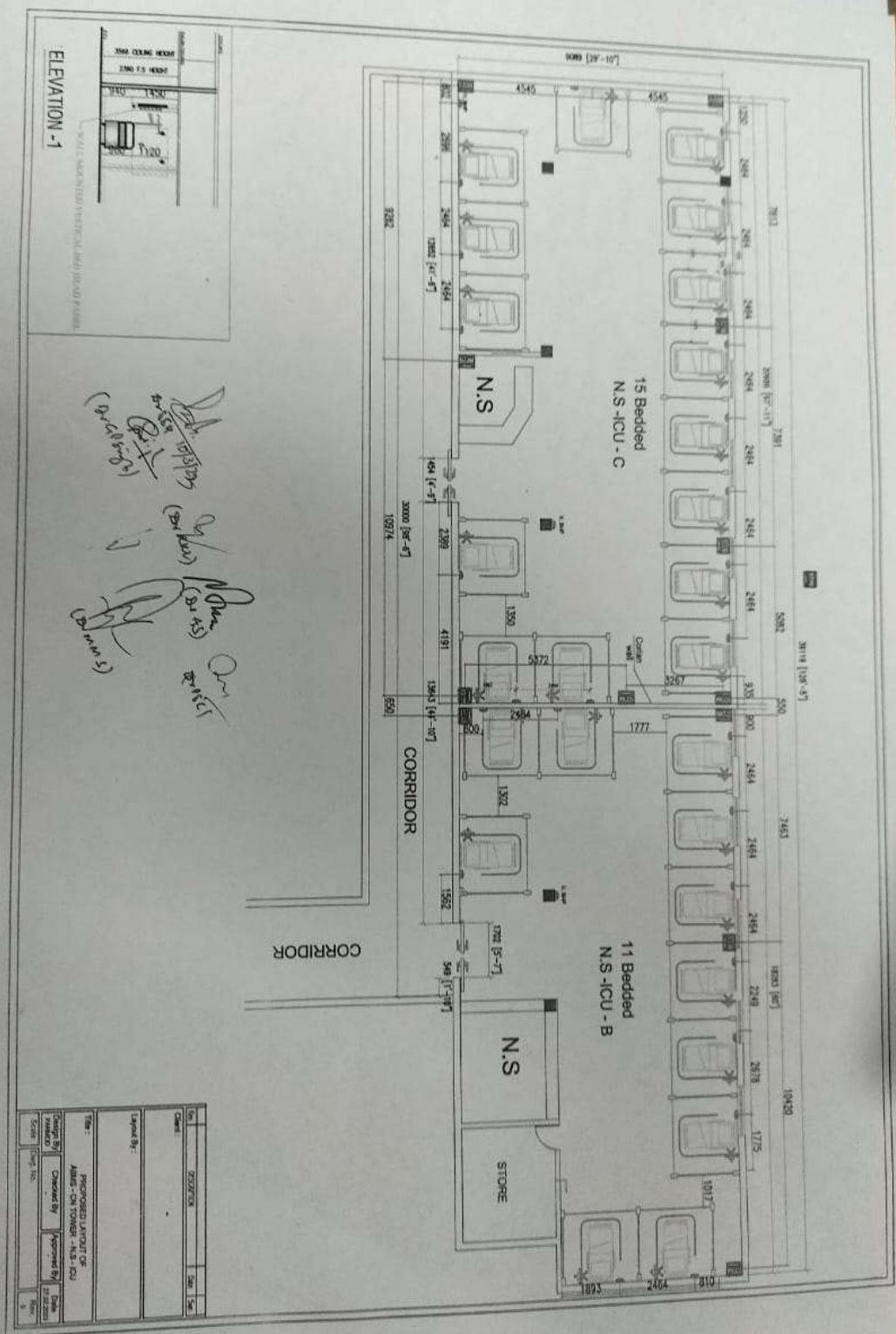
That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms based on the assessment of an authority so nominated by the Department of Pharmaceutical. Government of India for the purpose of assessing the 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.

Authorized signatory

For and on behalf of: (Name of firm/entity)



*Handwritten signatures and initials:*  
 (Signature)  
 (Signature)  
 (Signature)  
 (Signature)  
 (Signature)

DR	DESIGNER	DATE	NO.
CHIEF			
DESIGNED BY			
CHECKED BY			
APPROVED BY			
SCALE	1/8" = 1'-0"		

TITLE: PROPOSED LAYOUT OF  
 N.S. - ICU TOWER - N.S. - ICU