



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (India)

Website : www.aiimsbhopal.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

e-Tender

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

Notice Inviting Tender

The Director, AIIMS Bhopal, invites open e-Bids in the Three Bid System (i.e. Pre-qualification Bid, Technical Bid and Financial Price Bid) from eligible Manufacturers/Firms/Companies/Authorized Agents/Distributors on line through e-procurement solution portal of AIIMS Bhopal (<https://www.tenderwizard.com/AIIMSBHOPAL>) on mutually agreed terms and conditions and satisfactory performance for the Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP), India and supply of items as per the Specifications details at **Annexure-I**.

Important: The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Bidder shall bear all costs associated with the preparation and submission of its bid and Client will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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e-Tender Schedule

e-TENDER Id: AIIMSBPLHOSP181905301022019

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Date of availability of E-Tender document in the AIIMS Bhopal E-Tendering Solution portal www.tenderwizard.com/AIIMSBHOPAL www.aiimsbhopal.edu.in and CPP Portal www.eprocuregov.in for downloading/participating	:	As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL
Pre-Bid Meeting	:	As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL in the E-Tendering and Procurement Section, MS Office Annex, LGF, Near IPD Gate, Hospital Building, AIIMS Bhopal, Saket Nagar, Bhopal
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	:	As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	:	As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL in the Tender box kept in the E-Tendering and Procurement Section, MS Office Annex, LGF, Near IPD Gate, Hospital Building, AIIMS Bhopal, Saket Nagar-462 020 (MP)
Date, Time & Place of Opening of Pre-Qualification Bid Document	:	Online as per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL and desired Hard Copies in the E-Tendering and Procurement Section, MS Office Annex, LGF, Near IPD Gate, Hospital Building, AIIMS Bhopal
Date, Time & Place of Opening of Technical Bid	:	The Technical Bid of Pre-Qualified BIDDER only will open online as per the schedule given in the https://www.tenderwizard.com/AIIMSBHOPAL
Tender Document Cost payable to AIIMS Bhopal	:	NIL
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	:	As applicable and displayed on https://www.tenderwizard.com/AIIMSBHOPAL and payable to www.tenderwizard.com directly By the prospective Tenderer
Estimated Annual Cost of Items	:	₹ 15,00,000 (Rupees Fifteen Lakhonly)
EMD	:	Item wise as per NIT Table No. 1 EMD Amount: Total EMD Amount of Rs. 30,000/- (Thirty Thousand Only) in the form of FDR/ BG in favour of "Director, AIIMS Bhopal", Payable at Bhopal for the period of Nine Months (i.e. 270 Days)

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E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Eranest Money Deposit (EMD) as below :-

Item wise EMD should be as per below mentioned Table No. 1 in the form of FDR/Bank Guarantee drawn from any scheduled Nationalized/Commercial Bank in favour of “Director, AIIMS Bhopal”, payable at Bhopal accompany with Pre-Qualification Bid Envelope for the period of Nine Month (i.e. 270 Days). The AIIMS Bhopal will not pay any interest on any EMD Amount to any Tenderer.

Table No. 1 : EMD Amount

Tender Item No.	Brief Descriptions of Item (Complete technical Specification given on Annexure-I of this Tender Document)	Qty. (in No)	EMD (in Rs.)	Bidder will Clearly Tick (✓) mark for participating Item for calculation purpose of EMD Amount and submit the Cumulative EMD Amount for participating Items
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeats	1	30,000.00	
If any Bidder wants to be participate in above item as per above, he needs to be deposit, the EMD Amount of ->		Rs.	30,000.00	
Tenderer needs to be deposit the Item wise EMD Amount as mentioned above in the Form of FDR/Bank Guarantee in favour of “Director, AIIMS Bhopal”, payable at Bhopal and its legible scanned copy must uploaded in the E-Tendering Solution and Hard copy of EMD should be submitted along with pre-qualification documents in the Pre-Qualification Envelope before the Date of Submission of Bid in the Box kept in the E-Tendering and Procurement Section, MS Office Annex, LGF, Near IPD Gate,, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP) India.				

Clarification on Bidding Documents

The prospective Bidder requiring any clarification about bidding documents may seek clarification in writing on the tender document during pre-bid meeting which shall be held at **3:00 PM onward on scheduled Date as mentioned in the e-procurement portal**. The clarification of the queries would be uploaded on the website for BIDDER information. BIDDER are required to consider all the clarifications/amendments while preparing their bid proposals. **Therefore, BIDDER are requested to visit the said website on regular basis for checking necessary updates. These changes can be incorporated until 7 days before the last date of bid submission.**

Amendments in Bidding Documents

At any time till **7days** before the deadline for submission of bids, the Client may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be posted on the website regularly. Client shall not be responsible to notify the amendments to individual BIDDER. All amendments by the client till 7 days before the deadline for submission of bids, shall be binding on the participatory BIDDER.

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Introduction

The AIIMS Bhopal is one of the premier multi-disciplinary super specialty health sciences institutions among newly created Six AIIMS in the Country. It was established in 2003 by an Act of Parliament. AIIMS Bhopal has a trinity of mission, Medical Education, Research and Patient care. The All India Institute of Medical Sciences, Bhopal(AIIMS Bhopal) is interested to procure **Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts** Equipment for Targeted Surveillance inpatient Care Services at AIIMS Bhopal. AIIMS Bhopal has decided to request all interested prospective Manufacturing Companies/Firms/Authorized Dealer/Distributor to submit their proposal as per prescribed manner in E-Tendering solution of AIIMS Bhopal as per e-Tender Schedule mentioned in the e-Tendering Solution (i.e. <https://tenderwizard.com/AIIMSBHOPAL>)

The requested hard copies of Pre-Qualification Documents in sealed envelope should be submitted as per e-Tendering schedule mentioned in e-tender solution in the Tender Box kept in the E-Tendering and Procurement Section, MS Office Annex, LGF, Near IPD Gate, Hospital Building, AIIMS Bhopal, Saket Nagar, Bhopal – 462 020 (MP) India

This e-tender is floating for the purpose of inviting proposals from Manufacturing Companies/Firms/ Authorized Dealers/Distributors for executing Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital. The rates quoted, approved and accepted by the Director shall be valid for One years from the date of signing of the Contract Agreement (extendable further One Years on mutual agreement basis, if required).

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Three Bid System Terms & Conditions

The tender shall be submitted in 3 (Three) parts online:

- (i) **Pre-qualification Bid:** Only the pre-qualification bids shall be opened first and read out before the bidder.
 - (ii) **Technical Bid:** Technical bid of pre-qualified tenders shall be opened.
 - (iii) **Price Bid:** The Price Bids of BIDDER, who qualify at Technical Bid Stage, will be opened thereafter.
- **Validity of Tender:** The validity of the Bid tender Document shall be for 180 days (Six Months) and after the acceptance and issue of Notification of award/conclusion of Rate Contract in the Format given at **Annexure-XIII**, the rates shall be valid for initial One year extendable further One Years on mutual agreement based on satisfactory performance basis after completion of initial One year period.
- **EMD(Refundable after expiry of the tender on e-procurement solutions):- AS PER SCHEDULE ON E-PROCUREMENT PORTAL against this Tender Notice:**
- No interest shall be payable by the purchaser on the Earnest Money Deposit.
 - **Exemption:** Firm registered with NSIC/MSME (for sale of requested Items) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC/MSME certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm/departments have to submit the relevant certificates (like NSIC/MSME etc.) to avail this exemption.
- **Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the BIDDER Registered under Make in India Initiative:-**The Bidder Companies, those have registered under Make in India initiative and producing their products under “Make in India Policy of GOI” shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested “Make in India” Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing “Make in India” Certification in later bid stage.
- It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the “Make in India” Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please carefully read the “Make in India” Initiative and directives of Govt. of India, since in case if any “Make in India” Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of “Make in India” Policy of the Govt. of India.

All rows & columns on prescribed format should be filled and not left blank, may be struck as not applicable. Each document should be serially numbered and duly signed by the bidder with the rubber stamp of the firm on each page.

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(I)PRE-QUALIFICATION BID

Documents to be submitted with pre-qualification bid: In absence of the any documents tender may be rejected. Serial Number of submitted documents should be in sequence as mentioned below:

- **Hard Copies of EMD, Undertaking for Acceptance, Undertaking for Criminal Liability and Integrity Pact (A, B, C& D below)** should be submitted in a sealed envelope in original in the Tender Box Kept in the E-Tendering and Procurement Section, MS Office Annex, LGF, Near IPD Gate, Hospital Building, AIIMS Bhopal, Saket Nagar, Bhopal-462020 (MP) on or before OPENING OF THE PREQUALIFICATION BID superscripted as

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Complete details of the bidder should also be mentioned on envelop.

- EMD (as per NIT Table No. 1) in the form of FDR/BG in the format given at “Annexure-XI” from Nationalized/Scheduled Commercial Banks of India, in favor of “Director, AIIMS Bhopal” valid for Nine Months period.
 - Original copy of **Undertaking for acceptance of all Terms & Conditions** mentioned in this E-Tender on Non Judicial Stamp Paper worth of ₹ 100/- as per Format given at **Annexure – II**, duly attested by notary public.
 - Original copy of **Undertaking for Criminal Liability** on Non Judicial Stamp Paper worth of ₹100/- as per Format given in **Annexure – III**, duly attested by notary public.
 - Original copy of **Integrity Pact** on Non Judicial Stamp Paper worth of ₹ 100/- as per Format given at **Annexure – XVI**.
- The scanned copies of above said documents as mentioned at (1) **A, B, C, D** shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>) in Pre-Qualification Bid Slot section.
 - Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
 - Signed and scanned of GST Registration and proof of latest Quarter GST returns filed by the participating Bidder Company.
 - Signed and scanned copy of PAN Card in the name of firm/company.
 - Signed and scanned copy of Income Tax return of the firm/company for the last three financial years (i.e. Financial Year-2015-16, 2016-2017 and 2017-2018).
 - Legible scanned copies of Audited Balance Sheet and Profit & Loss Account for last three Financial Years (i.e. for FY 2015-16, 2016-2017 and 2017-2018) duly certified by the Chartered Accountant/Company Secretary must require to be uploaded. The Annual Turnover of the Bidder company for participating in this e-tender must be ₹>10 Lakh. For this purpose a scanned copy of Letter duly certified by the Chartered

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Accountant/Company Secretary for clearly mentioning the above three FY's Annual Turnover Figures must upload for necessary references by the Bidder.

- VII. List of Name of the Organizations and their contact details where the same nature Items previously supplied by him as asked in Schedule of Requirement in Annexure-I against this e-tender Enquiry by any interested bidder for Bidding items to any Government Hospital/Institute/PSU's/Other reputed Institutions in India in Last Three Financial Years (i.e. 2015-2016, 2016-2017 and 2017-2018) must require to be upload. If any Bidder will not upload the requested List of above requested information in respect of Items asked in this E-Tender enquiry of the requested FYs, there bid is liable for rejection.
- VIII. Signed and attested legible scanned copies of at least three Numbers of Previous Purchase Order Copies for each of participating item, which the have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2015-2016 to FY-2017-2018 for pre-qualification bid evaluation purpose.
- IX. Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.
- X. Signed and scanned copy of duly filled PFMS Form of AIIMS Bhopal in the format given at **Annexure-XIV**.
- XI. Signed and scanned copy of Integrity Pact on Non Judicial Stamp Paper worth of Rs. 100/- for participating duly signed and sealed copy required to be uploaded in the format given at **Annexure-XVI, its scanned copy is needed to be uploaded on portal and hard copy must accompany with "Pre-Qualification Bid Document" Envelope.**
- XII. Signed and Scanned Check list of Pre-qualification required documents as per **Annexure-IV** must upload in the respective Pre-Qualification Bid Document Slot in the e-Tendering solution of AIIMS Bhopal by the Bidder.

IMPORTANT NOTE:-

The Participating Bidder himself liable for uploading of all above requested documents legible copies mandatorily on e-tender solutions serially and page numbered legibly. E-bid with absence of any requested document as asked in the Eligibility Criteria will invite rejection of bid and no further communication in any form shall be entertained from Bidder Side i.e. above documents are mandatory for qualification to next stage of the bid, it is advised to all Participating BIDDER please ensure uploading of all requested document as per check lists/Eligibility Criteria during uploading the same on E-Tendering Portal.

*Please Note that, If it is come to the notice of AIIMS Bhopal Authorities/SPC during scrutiny of submitted documents of Bidder, that the Bidder has not uploaded the number of requested documents/missed to upload, which having historical nature, in this case, AIIMS Bhopal on the recommendation of SPC (i.e. Stores and Purchase Committee of AIIMS Bhopal) have the right to ask for submission of historical nature shortfall documents pre-existed at the time of Tender opening from such Bidder/BIDDER in writing within specific target date time with reference to provision given in the Manual for Procurement of Goods 2017, in the Chapter No. 7 in the Clause No. 7.3.5**Clarification of Bids/Shortfall Documents** which says that During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/speed post, asking the*

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tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC (i.e. SPC of AIIMS Bhopal) (Example: if the Permanent Account Number, registration with GST or any other related historical documents etc has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

Only those BIDDER who qualify the Pre-Qualification Stage after evaluation of above said Pre-Qualification documents uploaded in the E-Tendering solutions and submitted desired Hard Copies as per A) EMD as per NIT Table No. 1, B) Undertaking for acceptance of all Terms & Conditions & C) Undertaking for Criminal Liability and D) Integrity Pact Agreement above shall be considered for Technical Evaluation and shall intimated separately.

The original copies of first Four documents i.e. EMD, Undertaking for Acceptance of Terms & Conditions, Undertaking for Criminal Liability and Integrity Pact Agreement Original Copy shall be submitted in physical form in the Tender Box kept in the E-Tendering and Procurement Section, MS Office Annex, LGF, Near IPD Gate, Hospital Building, Saket Nagar, Bhopal-462 020(MP) India on or before the Closing of the bid submission date displayed in e-tender solutions in a sealed envelope superscripted as “Pre-Qualification Bid

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Tender shall not be accepted if the bidder fails to submit all the requested “Pre-Qualification” Documents scanned copies “Online” in the e-Tendering portal in “Pre-Qualification Bid Slot” and only requested documents Hard copies in “Pre-Qualification Bid Envelope” on or before the scheduled closing Date mentioned in the e-Tender Schedule on e-tendering solution. In case uploaded copy is not legible, bidder shall be asked to submit self-attested copy of the illegible document.

Important Note:-Only those BIDDER who qualify the Pre-Qualification Stage shall be considered for Technical Evaluation.

(ii) TECHNICAL BID

The technical evaluation will be done by duly constituted technical committee by competent authority.

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Hard/Scanned copies of documents to be submitted on or before closing date as per E-Tendering solution in the Sealed Envelope super scribing “Technical Bid” with Global E-Tender Enquiry ID or its Scanned copy must upload in “Technical Bid Slot” as below:

- (1) Catalogues properly numbered should be submitted as hard copies/Scanned copies in Technical Bid Slot of E-Tendering Portal.
- (2) Copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in **Schedule of Requirement (Annexure-I)** on each catalogue/literature document must submitted in the Technical Bid Envelope/upload in technical Bid Slot of E-Tendering portal. Non submission may lead to non-consideration of the bid for that item.

“Technical Bid”

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Complete contact details of the bidder should be mentioned on envelop.

(Also upload signed & scanned copies of above documents in E-Tendering solution in “Technical Bid Slot”)

2. Following Technical Bid Document’s Duly Signed, Attested scanned copies to be uploaded in the “Technical Bid Slot” in the E-Tendering solution by Bidder:-

- I. Signed & scanned copy of the Technical bid “**Annexure-V**”
- II. Scanned copy of List of the items with its make, model & country of origin without indicating prices in Technical bid by interested Bidder for Technical Evaluation purpose on those items he want to be participate against in this Global E-Tender Enquiry as per the Schedule of Requirement given in “**Annexure-I**” of this Global E-Tender Enquiry.
- III. Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “**Annexure-X**”. Declaration / authorization from the Manufacturer should be submitted for every quoted item / equipment. However, if the bidder is quoting more than one equipment/item of the same make, single authorization mentioning the name of items / equipment from the manufacturer is sufficient.
- IV. In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.
- V. Signed and scanned copy of Certificate from CA as a proof of filing Income Tax return of the firm/company for the last three financial years (i.e. Financial Year-2015-16, 2016-2017 and 2017-2018).
- VI. Signed and Scanned copies of valid ISO (i.e. ISO 9001:2015) and DGCI/CE(EUROPEAN)/USFDA/UL/BIS/ISI/CDSCO (which so ever is applicable for Medical Devices/Equipment/Consumables) certifications from competent Licensing/Certification authority with clearly showing validity date in respect of quoted item/Items.
- VII. Signed and Scanned Check list of Technical Bid required documents as per “**Annexure-V(a)**” must uploaded in the respective Technical Bid Documents Slot in the E-Tendering solution.

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(iii) FINANCIALBID

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(Fill and Upload the Financial Bid in the Excel Sheet Format of Financial Bid in the format given at “Annexure-VI(A)/Annexure-VI(B)” in “Financial Bid Slot” on E-Tendering Portal)

- 1. If the tenderer interested for supplying Indigenous Equipment/Consumables/Goods or already imported Equipment/Consumables/Goods, he shall quote only in Indian Rupees(INR) in the Financial Bid Format given at “Annexure-VI(A)”, and for Imported goods if he will willing to supplied directly from abroad, prices shall be quoted in any freely convertible currency say like US Dollar, Euro, GBP or Japanese Yen etc. in the Financial Bid format given at “Annexure-VI(B)”.As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only(INR), 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.**
- 2. All quoted rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi up to FOR, GST/Custom Duty / Custom Clearance Charges/Agency Commission etc. Quoted Price means that all expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price. The supplier if will supply Indigenous Equipment/Consumables/Goods, will quote their prices in the Financial Bid format given at “Annexure-VI(A)” in INR, whereas if will supply the requested Equipment/Consumables/Goods directly from abroad, will quote his prices in the Financial Bid Format given at “Annexure-VI(B)” in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen etc. and as regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only(INR), 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.**
- 3. The supply of Equipment/Consumables/Goods/Stores will be brand new and supply should be made in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost up to F.O.R. to AIIMS Bhopal.**
- 4. The L-1 for each of requested item given in the Schedule of Requirement at “Annexure-I” will be determined on the Unit Cost of each of Consumable basis inclusive of all Taxes & Expenditure up to F.O.R. basis.**
- 5. The rates should be quoted in Indian Rupees for Indigenous Equipment supplies in Financial Bid Format given at “Annexure-VI(A)” and Imported items supplies in any freely convertible currency as mentioned above in the Financial Bid Format given at “Annexure-VI(B)” in Figure as well as in words only.**

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6. No increase in quoted price and change in quality of product will be allowed during the validity of tender period.
7. Bidder will quote firm rates inclusive of all Taxes& expenditure upto F.O.R. to AIIMS Bhopal basis. No condition like discount in price, free goods/ incentives will be accepted towards finalization of the tenders. Rates should be according to a unit e.g. Cost per Unit, Per Piece etc. and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.

For any query related with this E-Tender Enquiry should be mailed to **email id of E-Tendering Department of AIIMS Bhopal on email ID: etender@aiimsbhopal.edu.in**

(Director)
AIIMS Bhopal

GENERAL TERMS AND CONDITIONS

1. Pre-Qualified Bidders are required to arrange a demonstration of the equipment, preferably within the Hospital premises, if Technical Bid Evaluation Committee desired. The Tenderer demonstrate the participating Equipment at AIIMS Bhopal site on **date fixed by the technical committee** duly constituted by competent authority. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.
2. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at “**Annexure-X**”. The bidder is responsible for the supply of stores. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Director, AIIMS Bhopal has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. For supplying items at approved rates new coming firm may have to deposit the EMD. The offered rates shall be valid for initial period for One year extendable further One year on mutual agreement basis after completion of initial One year period.
3. The model of the equipment offered should not be obsolete /out of production for next 5 years.
4. **Patent Rights:** The supplier shall, at all times, indemnify and keep in demnified 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 in fringement of any intellectual property right so rany 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.
5. **Country of Origin**
 - a) 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.
 - b) 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.
 - c) The country of origin may be specified in the Price Schedule
6. **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 and Supply & Delivery Clause in General Terms and Conditions Section. Please note that the time shall be the essence of the contract.
7. **Transportation of Goods:-**
 - a) **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 to the Consignee Site destination through under CIP(Named port of destination) to AIIMS Bhopal, Saket Nagar, Bhopal) 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 air lifting of imported goods offered from abroad, the same will be done only through

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the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other air lines available for early delivery may be arranged.

b) 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, the supplier will arrange transportation of the ordered goods as per its own procedure upto Consignee Site (i.e. AIIMS Bhopal, Saket Nagar, Bhopal-462020 (MP)).

8. **Insurance:-** If AIIMS Bhopal will release any Advance payment against Dispatch Documents is to be made or LC is to be opened in the name of any Manufacturer/Distributor Agency, the Goods supplied under this Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery up to AIIMS Bhopal, Saket Nagar, Bhopal, it means that the Supplier Agency is liable for providing insurance cover for “All Risks” including war risks and strike clauses i.e. Force Majeure. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity (i.e. AIIMS Bhopal) on CIF/CIP basis, the Supplier Agency shall arrange and pay for marine/air insurance, making the purchaser the beneficiary.
9. **Spare Parts:** The separate price list of all spares and accessories and consumables, if any, (including minor) required for maintenance and repairs in future after guarantee/warranty period must be uploaded in the Format given at “**Annexure-VIII**” failing which quotation will not be considered.

10. Tender currencies

- (i) The tenderers supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR) in the Financial Bid Format given at “Annexure-VI(A)” in excel sheet on the e-Tendering Portal .A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India, in case their bid is found to be the lowest one after opening of price bid.
- (ii) For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only (INR), 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.
- (iii) Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.

11. Tender Prices

- (i) The Tenderer shall indicate on the Financial Bid Price Schedule provided at “Annexure-VI(A)” for Indigenous supplies in INR and on the Financial Bid price Schedule provided at “Annexure-VI(B)” for Imported supplies in any freely convertible currency for all the specified components of prices shown there in including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Financial Bid Price schedule in given excel sheet format should be filled up as required.
- (ii) If there is more than one schedule in the Schedule of Requirements, the tenderer has the

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option to submit its quotation for any one or more schedules .However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

- (iii) The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Financial Bid Price Schedules format given at “Annexure-VI(A)” and “Annexure-VI(B), which so ever shall be applicable.
- (iv) While filling up the columns of the Financial Bid Price Schedule, the following aspects should be noted for compliance:
 - 1) For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

The price of the goods, quoted ex-factory/ex-showroom/ex-warehouse/off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc:

 - a) Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;
 - b) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from warehouse 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 will bear by Tenderer.
 - c) The price of Incidental Services ,as mentioned in Schedule of Requirement and Price Schedule;
 - d) The prices of Site Modification Work (if any),as mentioned in Schedule of Requirement ,Technical Specification and Price Schedule.
 - e) The price of annual CMC, as mentioned in Schedule of Requirement, Technical Specification and Price Schedule.
 - 2) For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - a) The price of goods quoted FOB/FCA port of shipment, as indicated in the Schedule of Requirement and Price Schedule;
 - b) Price of goods quoted CIP(name port of destination) in India as indicated in the Schedule of Requirement and Price Schedule;
 - c) The charges for Insurance (local transportation and storage),custom clearances, forwarding and handling would be extended and borne by the Supplier from warehouse 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 Schedule of Requirement and Price Schedule;
 - d) The charges for Incidental Services, as in the Schedule of Requirement and Price Schedule;
 - e) The prices of Site Modification Work(if any),as mentioned in Schedule of Requirement, Technical Specification and Price Schedule ;and
 - f) The price of annual CMC ,as mentioned in Schedule of Requirement, Technical Specification and Price Schedule.

(v) **Additional information and instruction on Duties and Taxes:**

- a) **Octroi Duty and Local Duties & Taxes:** Normally ,goods to be supplied to government

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departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per the irregularities allow such exemptions only on production of certificate to this effect from the concerned Government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

- b) **Customs Duty:** The Purchaser will pay the Customs duty wherever applicable, however if the Custom Duty Exemption Certificate (CDEC) provided and the supplier get the exemption from Custom Duty Department on account of it, the supplier will liable for pass on all the cost reduction benefit of Custom Duty cost (if any) to AIIMS Bhopal.
- c) **Goods and Services Tax (GST) as per GST Act 2017:** If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature Of Goods and Services Tax applicable should be shown separately in their GST Compliant Invoices. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- d) For transportation of imported goods offered from abroad, relevant instructions as in corporate under General Terms and Condition Clause 7 shall be followed.
- e) For insurance of goods to be supplied, relevant instructions as provided under General Terms and Condition Clause 8 shall be followed.
- f) 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
- g) The need for indication of all such price components by the tenderers, as required in this clause (viz. ,General Terms and Condition Clause 11) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

53. Indian Agent

- 53.1 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 above, 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.

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- 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 the mand their mutual interest in the business required to be enclosed.
- f) Principal's/Manufacturer's Original Proforma Invoice with the price bid must require to be provided.

54. Firm Price:- 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 Schedule of Requirement wise unit price and total price with applicable Taxes and Expenditures. If a firm quotes NIL Charges/consideration, the bid shall be treated as unresponsive and will not be considered

55. Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.)

- I. Tenderer should submit a written guarantee/warranty from the manufacturers starting that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 5 years after the guarantee/warranty period.
- II. The manufacturer should also give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the institute at no extra cost. Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- III. Guarantee/warranty to the effect that before going out of production of spares parts , the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
- IV. The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blue-prints and drawing of the spare parts if and when required in connection with the equipment.
- V. The supplier **warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc.** that the Equipment/Stores 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 supplier further warrants that the Equipment/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.
 - No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - Comprehensive Warranty as well as Comprehensive Maintenance contract should be inclusive of all accessories and Turnkey work.
 - Replacement and repair will be under taken for the defective Equipment/Stores.
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.

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- The firm will be required to warranty/ guarantee that during the warranty period as well as during the service contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime).
- If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime.
- The firm will be required to pay a penalty of Rs. 500/- (Five Hundred) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm.

VI. Upon receipt of such notice, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/Equipment/Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/Equipment/Stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

VII. The tenderer hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/ warranty that the said goods / equipment / stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows:-

- a. Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales services.
- b. It is specifically required that the tenderer will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.

VIII. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 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.

IX. During Warranty period, the supplier is required to visit at consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the Equipment/Stores.

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- X. The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

15. CMC for 5 Years period after completion of 5 Years onsite free of Cost Warranty: -

The bidder will give an on site guarantee/ warranty for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a performance bank guarantee for 10% of the cost of the Purchase Order for the period of warranty plus 3 months indemnifying the hospital against all losses incurred by the hospital during the warranty/maintenance period in the format given at “**Annexure-XII**”. This has to be submitted after satisfactory installation along with the bills. The firm shall also quote for CMC charges which is applicable for the next 5 years after expiry of the comprehensive warranty period of 5 years in the “**Annexure-VII**” for each Equipment/item (on which the Warranty/Guarantee applicable).

16. The bidder should quote rates of optional accessories / consumables / spares as per “**Annexure-VIII**” and the rates should be valid till the validity of the contract.

17. Bidders are required to quote strictly as per specification of the equipment. Deviation is to specification, it must be brought out clearly giving deviation statement in **Annexure-V**.

18. Additional features (in case of equipment), if any, should be listed separately in the offer.

19. The bidder should submit an undertaking for acceptance of Terms & Conditions “**Annexure-II**” to the effect that they have necessary infrastructure for maintenance of the equipment and will provide accessories/spares as and when required by the indenter for 05 years after expiry of the Warranty period.

20. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.

21. Points needed to be kept in mind by Tenderer while preparing Bid and Quoting prices in this E-Tender Enquiry:-

- I. No increase in quoted price and change in quality of product will be allowed during the validity of Rate Contract period.
- II. Bidder will quote firm rates inclusive of all Taxes& expenditure upto F.O.R. to AIIMS Bhopal basis. No condition like discount in price, free goods/ incentives will be accepted towards finalization of the tenders. Rates should be according to a unit e.g. cost per equipment/item and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
- III. No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.

22. Fall Clause:-The following Fall clause will form part of the contract placed on successful Bidder –

- a. The price charged for the stores supplied under the contract by the Supplier Agency shall in no event exceed the lowest prices at which the Supplier Agency sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central

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or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

- b. If at any time, during the said period the Supplier Agency reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director, AIIMS Bhopal and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

The above Stipulation will, however, not apply to:-

- i. Exports by the Supplier Agency.
- ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- iii. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Departments, including their undertakings excluding joint sector companies and/or private parties and bodies.
- c. The Supplier Agency shall furnish the following certificate to the Paying Authority (i.e. Director, AIIMS Bhopal) along with there each bill for payment for supplies made against the Rate contract –

Certificate for Fall Clause Compliance

“We certify that there has been no reduction in sale price of the stores of description of same identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the Government under the contract except for quantity of stores categories under sub-clauses (a), (b), Sub-para (ii) and (c) as above.

Name of the Supplier Agency with Company Seal:

Authorized Signatory :

Date :

- 23. Applicability of Anti-Profiteering Rule under GST Act 2017:-** No item should be quoted with price more than the M.R.P. by any Supplier Agency to AIIMS Bhopal. The MRP is required to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at Annexure-I in the given Price Quotation format. The Anti-Profiteering Rule under GST Act 2017 is applicable against this E-Tender Enquiry on which the Supplier Agency should have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIMS Bhopal by way of commensurate reduction in their prices. If any Supplier Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Bhopal), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.

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24. The Director, AIIMS Bhopal has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.

25. DELIVERY OF THE SUPPLIES/STORES& PENALTY/LD ON DELAY SUPPLY: -

- I. Delivery of stores shall be **F.O.R to AIIMS Bhopal**. The AIIMS Bhopal Hospital is not liable for payments on account of Freight/Taxes/Expenditures, which are to be paid inclusively by the suppliers.
- II. The firm will be bound to supply Delivery time for the items of Indian make within 8 weeks (i.e. 60 Days) and imported items in 13 weeks (i.e. 90 Days). Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.
- III. The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty of 0.50% of the value of order per week or part thereof for delayed supply subject to a maximum of 10% of the total value of the order on the remaining part of supply. Maximum delay of 20 weeks i.e. 140 Days for Indian make and for Foreign make is admissible subject to deduction of LD on the undelivered Item Order value as per above mentioned rate beyond the time given in the Supply/Purchase Order of AIIMS Bhopal. No supplies will be entertained after expiry of 20 weeks in case of Indian make items and in case of Foreign make imported items from the date of issue of supply order on e-mail as supply order will be treated as cancelled without any further reference and order shall be placed to L2 bidder and difference of cost shall be recovered from the EMD/Performance Security and action as deemed fit shall be initiated against the firm.
- IV. Part supplies will preferably not accepted/allowed at AIIMS Bhopal. However, if the vendors will supplied Items on urgent basis on part supply basis for meeting urgent nature requirement immediately in the interest of AIIMS Bhopal or due to the shortage of any of ordered items in market/due to any other production issue at Manufacturing Unit, which affects the suppliers and on account of the same the supplier Agency will not be able to supply the whole ordered items on the Stipulated supply period, the LD on applicable rates will be imposed on the only remaining balance part of supplies (LD applicable only on Items total Order Value part not on the Tax part) and will be deducted from the Supplier Agency Payment Claim against the supply in lieu of delayed supply beyond the stipulated supply period as mentioned on the PO issued by the AIIMS Bhopal as per the LD Rates mentioned above in the Clause 15 (iii) above and shall be deducted from the Pending Bills /Performance Security Deposit of the Agency by AIIMS Bhopal.

26. INSPECTION OF SUPPLIES:-

Inspection will be done by the duly constituted committee members nominated by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place. Any cost incurred for carryout the inspection/testing etc., shall be borne by Supplier Agency.

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27. INCIDENTAL SERVICES:-

The supplier shall be required to perform the following services at Consignee Site:

- a) Installation & commissioning, Supervision and Demonstration of the Equipment/Goods
- b) Providing required jigs and tools for assembly, minor Civil/Electrical/ Plumbing/ any other needed engineering works etc required for the completion of the installation.
- c) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the Equipment/Goods
- d) Supplying required number of operation & maintenance manual for the goods

28. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS

The supplier shall send all the relevant dispatch 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.

The usual documents involved and the drill to be followed in general for this purpose areas follows:-

- A) For Domestic Equipment/Goods, including Equipment/goods already imported by the supplier under its own arrangement :-** Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract/purchase Order, the complete details of dispatch and also supply the following documents to them by registered post/speed post/courier (or as instructed in the contract):
- (i) Three 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;
 - (iii) Certificate of origin for goods of foreign origin;
 - (iv) Insurance Certificate.
 - (v) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For Equipment/goods imported from abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract/Supply Order, the complete details of dispatch and also supply the following documents to them by registered post/speedpost (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability 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 prepaid 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;
- (v) Inspection Certificate for the dispatched equipment issued by recognized/reputed agency like SGS, Lloyd, BUREAUVERITAS, TUV or Equivalent prior to dispatch

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- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival to the Consignee site.

29. Taxes, Duties, Incidental Services and Warranties:-Supplier shall be entirely responsible for all taxes, duties, fees, levies, incidental Services, Warranties etc. incurred until delivery of the contracted goods to the purchaser.

30. Terms and mode of payment :-

30.1. Final 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.

I. Payment for Domestic Goods Or Foreign Origin Located Within India:-

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

a) On delivery (Preferably within 1 month time of "Consignee Receipt Certificate (CRC)" and subject to submission of following documents):

Seventy percent (70%) payment of the contract price shall be paid on receipt of good sin good condition and upon the submission of the following documents subject to recovery of LD, if any:

- (i) Three 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
- (iii) Inspection certificate, if any
- (iv) Insurance Certificate, if any
- (v) Certificate of origin for imported goods
- (vi) Consignee Receipt Certificate in original issued by the authorized User Department representatives/Concerned Stores Representative of the consignee

b) On Acceptance (Preferably within 3 month time of "Final Acceptance Certificate (FAC)" and subject to submission of following documents):

Balance Thirty percent(30%) payment would be made against 'Final Acceptance Certificate (FAC)'of Equipment/goods to be issued by the User Department/Store Department of the Consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.FAC needs to be issued by the designated Official of the consignee after installation, commissioning, testing and Four to Six weeks of successful trail run of the equipment in the User Department.

II. Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment:

Seventy percent(70%) of the net CIP price(CIP priceless 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:

- (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

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

- 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 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 dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURUVARITUS and TUV or Equivalent prior to dispatch.
- (ix) Consignee Receipt Certificate in original issued by the authorized representative of user Department/Concerned Stores Department of the consignee.

b) On Acceptance: Preferably within 3 month time of "Final Acceptance Certificate (FAC)" and subject to submission of following documents:-

Balance payment of Thirty percent(30%) of net Destination price of Equipment/goods would be made against 'Final Acceptance Certificate' to be issued by the consignees designated Official 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 Four to Six weeks of successful trail run of the equipment.

c) Payment of Incidental Cost still 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. All should be inclusive in the quoted price of the Bidder, in later stage, AIIMS Bhopal will not pay extra amount on account of any such costs/items to any Bidder.

d) 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 there levant 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 realized full and final settlement against their supply.

III. Payment of Site Modification Work, if any:

Site Modification Work payment will be made to the bidder/manufacturer's agent to its Indian Office in Indian rupees as 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, commissioning and acceptance of equipment by the consignee within the price quoted in the price Schedule and approved by AIIMS Bhopal means AIIMS Bhopal will not pay any extra amount for any work beyond the approved prices to any bidder.

IV. 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 the last Quarter of the 6th Year onwards on year to year basis after satisfactory completion of said 5 Year free of Cost Warranty period,duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 10% of the cost of the 5 Years CMC Value as per contract in the prescribed format given at Annexure-XII.

30.2. The supplier shall not claim any interest on payments under the contract.

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- 30.3. 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.
- 30.4. 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 there of shall be borne by the supplier.
- 30.5. The payment shall be made in the currency/ currencies authorised in the contract.
- 30.6. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 30.7. 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.
- 30.8. While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) 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.
- 30.9. 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:
- 30.9.1. The supplier will make Equipment/good for any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods.
- 30.9.2. Delaying supplies, if any, has been regularized subject to deduction of applicable LD.
- 30.9.3. The contract price where it is subject to variation has been finalized.
- 30.9.4. The supplier furnishes the following undertakings:
- “I/We Certify that, I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the Equipment/goods supplied. I/We agree to make Equipment/goods for replacement/repair any defect or deficiency that the consignee may report within Six months from the date of receipt of this balance payment.

31. OTHERS:-

Technical Evaluation Committee/Procurement Committee and other committees as constituted by the Director will decide regarding approval of Items, Rates and Quantities required to be procured (i.e. increase/decrease in either side as indicated in Annexure-I) for different categories of Equipment/items as per requirement of AIIMS Bhopal basis. Decision of the Director will be final and binding to all parties.

The any Tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, AIIMS Bhopal. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Tenderer shall be forfeit by AIIMS Bhopal.

The AIIMS Bhopal shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for

supplying/installation/ commissioning of ordered Equipment/Stores/Goods/Items at AIIMS Bhopal.

32. PACKING & MARKING OF SUPPLIES:-

- a) The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage. The stores supplied by the bidder should strictly conform to the labeling provisions laid down under the latest Drugs & Cosmetic Rules or other applicable statutory provisions.
- b) All goods/stores supplied to the hospital shall have to be stamped, "The AIIMS Bhopal Supply only" and printed "NOT FOR SALE" in bold letters with indelible ink (whereas applicable).

33. BAR-CODING OF STORES: -

Each store (the unit packs, inter packs as well as final packs etc.) should be bar-coded to comply with GS-1 or EAN/UPC or GS1-128 bar-coding standards at different packaging levels. For details and specification of GS-1 bar-coding http://www.gs1india.org.in/gs1barcodes/pc_index.htm may be referred (Optional) (whereas applicable).

Bidder/Firms have to supply the Sterility Certificate for sterilized consumable items manufactured in India or abroad from the concerned principal manufacturer (whereas applicable).

34. FORCE MAJEURE:-

Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, look out and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.

35. DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

36. LAW GOVERNING THE CONTRACT and Jurisdiction

The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

37. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will be liable to deposit 10% of value of the Contract/Purchase Order as Performance Security Deposit in favor of "Director, AIIMS Bhopal" by way of "Performance Bank Guarantee in the format given at "Annexure-XII"/Fixed Demand Receipt" from Scheduled

Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5 years warranty period + 2 months (valid for i.e. 62 months) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. For CMC after expiry of warranty period, the 10% CMC Security Deposit of CMC Value of Equipment shall require to be deposit by the Bidder to AIIMS Bhopal in the format given at “**Annexure-XII**”.

38. Recovery of Excess Payment made to Supplier Agency:-

If a result of post payment audit any over payment is detected in respect of any supply/work done by the supplier Agency or alleged to have been done by the Agency under this E-Tender Enquiry, it shall be recovered by the Institution from the Agency and Agency is liable to be deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order from AIIMS Bhopal within 30 days time period as and when they will receive written request from AIIMS Bhopal in this connection.

39. Underpayment to be made to Supplier Agency:-

If a result of post payment audit any under payment is detected in respect of any supply/work done by the supplier Agency under this E-Tender Enquiry, it shall be duly paid by the Institution to the concerned Supplier Agency.

40. Responsibility of Supplier Agency for providing copies of relevant records:-

The Supplier Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over as and when asked by AIIMS Bhopal.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

41. Pre-Bid Meeting:-

The pre bid meeting will be scheduled as per date and time and place given in the NIT. All interested bidders who seeks any clarification on any point, may raise their points in the meeting for clarification or may submit their query in writing within Three days from the schedule date of meeting.

42. Risk Purchase:-

In case of failure of supply of the items by the vendor, The AIIMS will be free to purchase these items from the open market and extra cost, if any will be covered from the vendor. This clause will not be appeared in rate contract as well as in the supply order.

Exclusive right: The Director, AIIMS Bhopal, India.

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.

(Director)
AIIMS Bhopal Hospital

Please see annexure enclosed: - **Annexure-I to XVI**



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure-I

Schedule of Requirement

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

The Scope of work Includes:

Providing Equipment/Stores to the Equipment Store for Targeted Surveillance Unit under Swachhata Action Plan at AIIMS Bhopal based on Technical Specification and international standard specifications with keeping in mind the following essential requirement to participation in this Tender document:-

1. We are looking for reputed well known Manufacturer's/ Authorized Distributors/ Authorized Dealers/ Authorized Supplier companies, who will supply high quality Equipment as per the Technical Specification and Standard mentioned in Schedule of requirement at AIIMS Bhopal.
2. Companies well known in the line of manufacturing/ Authorized Distributor/ Dealer of the Equipment/ Instruments/ should only quote due to as per our requirement, the supply Delivery time is 8 weeks (i.e. 60 Days) (in case of Indian Make) and 13 Weeks (i.e. 90 Days) (in case of Imported Item) only after the issue of NOA/ Purchase Order.
3. The Equipment as required for TARGETED SURVEILLANCE UNIT UNDER SWACHHTA ACTION PLAN given in requirement schedule may be purchased immediately and Tenderer should be brought on site for demonstration of Instrument/ Equipment for display if directed by the Technical Evaluation Committee during evaluation comprising the Subject Experts duly constituted by the Competent Authority (Director, AIIMS Bhopal) for procurement of required Equipment/ Instruments for Hospital functioning. The cost for organizing demonstration at AIIMS Bhopal shall bear by Tenderer.
4. The quantity intimated with this tender is only the initial estimation for starting phase of Hospital and it will vary in future as per the actual requirement of the institute either side (i.e. increase/decrease) and successful L-1 Agency is liable to supply the required number of equipment on their accepted and approved rates to AIIMS Bhopal during concurrency of Annual Rate Contract. AIIMS Bhopal, will not pay any extra amount to any Bidder Company beyond the accepted price.
5. The required in-situ works like minor Electrical/ Plumbing/ Civil/ any other Engineering Works, any accessories, consumables for three month period, if any required for Equipment/ Instrument installation for making it operational at client site, will carried out and borne by the Successful L-1 Agency, and for this purpose no extra payment, what so ever will not paid by AIIMS Bhopal to any Agency, means the supplier agency deal the

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance (Pg No. 27 of 73)

Equipment/instrument supply & Installation work on “turnkey” basis.

Part-I: Technical Specification and Tentative Quantities of requested Equipment:-

Tender Item No.	Equipment Name	Technical Specification/ Description of the requested Equipment	Qty. (in No.)
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts	<ol style="list-style-type: none"> 1. System must work on colorimetric and/or nephelometry technology for susceptibility testing. 2. The system have an option for preparation of sample work list outside the main equipment. 3. System should be able to process 60 Identification or AST Cards at a time. 4. Each card should have an inbuilt bar-code and there should be no need to write/paste anything on the cards. 5. The system must have an external bar code and there should be no need to write/paste anything on the cards. 6. The system must have individual Identification cards for Gram negative, Gram positive, Yeast, Neisseria and Hemophilus, Anaerobic and Bacilli and AST (Antibiotic Susceptibility) Testing cards for Gram Negative, Gram Positive and Yeast. 7. The system should have customized cards containing antibiotics most frequently used and prescribed in Indian Hospitals. 8. The system should have minimum steps required to set up AST Cards. 9. The system should have database of at least 3500 reference phenotypes. 10. The system use safe, self-contained closed card system versus open panels. 11. The discarded consumables from the system should be non-bio hazard. This means the cards should be auto sealed by the system before discarding. 12. The Software must have the following capabilities <ul style="list-style-type: none"> - Workflow management, - Data Storage, - Test Quality Control Management, - Test Result Validation capability and ability to detect antibiotic resistant bacteria. 13. The system must have the ability to check the quality of test results and stop for validation by Microbiologists. Results comes with % confidence for the results reported. 14. The system should have flexibility to use either CLSI or EUCAST guideline for AST interpretation. 15. The system software must have the ability to alert to any unusual resistance mechanism including emerging ones. 16. The system must have common minimum consumables for different cards. If additional reagent costs are required please supply details including cost and 	1

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 29 of 73)

Tender Item No.	Equipment Name	Technical Specification/ Description of the requested Equipment	Qty. (in No.)
		<p>preparation time.</p> <p>17. The Supplier must state the mean time to result for identification for Gram Negative, Gram Positive and Yeast.</p> <p>18. The system should provide flexibility of auto-release of completed results of LIS (subject to fulfillment of set criteria).</p> <p>19. The system should provide flexibility for the user to set their own rules (in addition to the ones in the interpretation software)</p> <p>20. The vendor should provide upgradation system software free of cost whenever available.</p> <p>21. The company should provide on sight training for the staff.</p> <p>22. Quoted system should be in market for at least last 3 years to ensure quality and reliability.</p>	

Part II: Required Supply Delivery Time Schedule:

For Indigenous or for imported goods if supplied from India or for imported goods directly from foreign: Supply, Installation and commissioning to be completed within 60 days for Indigenous Items and 90 days for Imported items from the date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.

Layout drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 30 days from the date of release of Supply Order by the Supplier Agency to AIIMS Bhopal.

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per Penalty Clause vide Clause No. 23 given in the General Terms and Conditions Section.

Note:

- i) Supplier has to submit clear documents for opening of LC to AIIMS Bhopal within 30 days of placement of Supply Order. Any delay will be treated as non-performance and Liquidated Damages shall be levied after the period of 90 days in case of Imported items.
- 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 of 60 days.
- iv) Since the supplier is not responsible for custom clearing delays and forwarding the goods to consignee site after custom clearance, the time taken for the same shall be not 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 and supplier is himself liable for clearing and forwarding items to consignee site.

v) For delayed delivery and/or installation and commissioning liquidated damages will get applied as per General Terms and Conditions Section vide Clause No. 23 of this E-Tender Enquiry Document.

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 30 of 73)

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trialrun and Training etc. as all is the responsibility of Supplier Agency.

Part IV:

Site Modification Work (if any) as per details given in Technical Specification/Site requirement to be carried out by the Supplier Agency as per actual requirement on his own cost.

Part V:

Warranty period will be 60 months from the date of installation, commissioning and acceptance as per Clause No. 14 and 6th to 10th year Comprehensive Maintenance Contract (CMC) as per details in given in the Clause No. 15 in the General Terms and Conditions Section of this E-Tender Enquiry Document.

Part VI:**Required Terms of Delivery and Destination:****a) For Indigenous goods or for imported goods if supplied from India:**

At Consignee Site [i.e. To, The Director, AIIMS Bhopal, Saket Nagar, Bhopal-462020 (MP)]

b) For Imported goods directly from abroad:

The order will be before Delivery Duty Paid (DDP) basis. The foreign tenderers are also required to quote their rates on Consignee site Destination basis by giving breakup of the price as per the Proforma prescribed in the Financial Bid Price Schedule. Purchaser will place the order only on Consignee site Destination basis.

Manufacturer/Supplier/Indian Subsidiary of OEM/Authorized Agent of OEM/Bidder shall be responsible for timely lodgment of Bill of Entry (BOE), customs clearing, local transportation and delivery of all goods to the consignee site. Purchaser being applicant of LC, will be responsible for providing CDEC (if applicable). The information on BoE assessment may be given to the purchaser and the payment of customs duty will be made within the office hours of next working day.

Insurance (local transportation and storage) would be extended and borne by the Supplier or its Indian Subsidiary/Agent from warehouse to the consignee site for a period including 3 months beyond date of delivery.

Note:- All Tenderers should quote Equipment/Items with following approved standards:-

- Bidder should produce Certification like DGCI/CE (EUROPEAN)/USFDA/UL/BIS/ISI/CDSCO (which so ever is applicable for Medical Devices/Equipment/Consumables) certifications from competent Licensing/Certification authority with clearly showing validity date in respect of quoted item/Items.
- Manufacturers/suppliers should have Valid ISO (i.e. ISO 9001:2015) ISO certification for ensuring quality standards.
- Comprehensive onsite warranty inclusive of all spares and labour should have for 5 years from the Date of acceptance and 5 years CMC after warranty should be quoted by the Bidder.

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance (Pg No. 31 of 73)

- Electrical safety conforms to standards for electrical safety IEC-60601 or better- general requirements.
- Certificate of calibration and inspection.
- All consumables required for installation, standardization and smooth functioning of equipment for 3 months period should be given free of cost along with supplied Equipment (if any), the list and its monthly consumption list may also required to be provided by the Bidder Agency.
- Substandard items must be replaced within 30 days times by the approved Supplier Agency, if any such intimation received from AIIMS Bhopal in writing.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure-II

**UNDERTAKING
FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS
TENDER DOCUMENT**

(To be executed on ☐ 100/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

Sir,

1. The undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. **I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMSBhopal, during the Rate Contract period under this contract.**
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhopal, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
4. Bid security/Performance security 10% of the cost of the supply value shall be deposited by me in the form of FDR/Bank Guarantee in the name of The Director, All India Institute of Medical Sciences, Bhopal (India) as attached herewith and shall remain in the custody of the Director till the validity of the Tender Contract plus two month (i.e. for 62 months).
6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
7. If I/We fail to supply the stores in stipulated period the AIIMS Bhopal hospital has full power to compound or forfeit the Bid Security/security deposit.

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance (Pg No. 33 of 73)

8. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.
9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for one year from the date of approval of the rate contract in the format given in Annexure-XIII or till extended as mutually agreed upon. I undertake to supply the equipment/stores within 8 Weeks (i.e. 60 days) for Indian make items and within 13 Weeks (i.e. 90 days) for imported items. I undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.
10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
13. Affidavit regarding No CBI Inquiry/FEMA/ Criminal proceeding/Black listing is pending or going on against the manufacturer/bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
14. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
15. I/We do hereby confirm that I/we are aware about the provisions of "Make in India" initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of AIIMS Bhopal in respect of this E-Tender Enquiry.
16. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of India and will have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIMS Bhopal by way of commensurate reduction in our prices. And if I/we will found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Bhopal), the AIIMS Bhopal have the right to initiate necessary action deemed fit as per GST Act 2017 against our firm.
17. I/we do accept/agree for the all clauses including the 5 years onsite Warrantee inclusive of all spares and labour etc and after expiry of warranty period, the 5 years CMC for Equipment on approved rates and payment terms and conditions of this tender enquiry.
18. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
19. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 34 of 73)

20. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the Hospital failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after 62 months.
21. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIMS Bhopal from our Agency.
22. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the AIIMS Bhopal.
23. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIMS Bhopal.

Affirmation

I/We pledge and solemnly affirm that the information submitted against this E-Tender Enquiry Bid documents is true to the best of my/our knowledge and belief. I/We further pledge and solemnly affirm that nothing has been concealed by me/us and if anything adverse comes to the notice of purchaser during the validity of Rate Contract period on approved items awarded to us for supply to AIIMS Bhopal against this E-Tender Enquiry. The Director, All India Institute of Medical Sciences, Bhopal (India) will have full authority to take appropriate action deemed fit against our firm.

I/We hereby declare that, our quoted prices against this E-Tender Enquiry are not higher than prices offered by us to any others Govt. Institutions/Other Institutions as per prevailing market prices and we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to AIIMS Bhopal as per the provisions of GST Act 2017. We will also be liable for passing of all the cost reduction benefits (if any) on account of CDEC provided by AIIMS Bhopal on Custom Duty part. If any time AIIMS Bhopal will get the information that we have supplied items on higher prices in comparison to other institutes on the basis of prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to AIIMS Bhopal from our side without any question.

We are also undertaking that the Department of Commerce or Ministry/any other Department has been not debarred/blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of AIIMS Bhopal Authorities during execution of Supplies against this E-Tender Enquiry, AIIMS Bhopal have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations.

Signature of Bidder

(Name of Bidder)

Place

With seal of firm

Date.....

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 35 of 73)



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ANNEXURE – III

CRIMINAL LIABILITY UNDERTAKING

(To be executed on ☐100/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

I.....S/o.....

Resident of

..... Do solemnly pledge and affirm: -

1. That I am the proprietor / partner/authorized signatory of

M/s.

2. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST Blacklisting is pending against my firm.

Name&Signature

Seal of the participating Bidder Company

Affirmation/Verification

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 36 of 73)



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ANNEXURE-IV

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

PRE-QUALIFICATION BID DOCUMENTS CHECK LIST
(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

(Upload duly Signed, Stamped and scanned copy of following Pre-Qualification Bid Documents including Pre-Qualification Check List in Pre-Qualification Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	Hard copies of documents to be submitted on or before closing the bid: (Absence of the any documents tender may be rejected). Serial Number of submitted documents should be in sequence as mentioned below:-			
A	EMD Amount for participating items wise(as per NIT Table No. 1) in the form of FDR/BG in the format given at "Annexure-XI" from nationalized Bank, in favor of "Director, AIIMS Bhopal" valid for 270 Days (i.e. Nine months) period.			
B	Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this E-Tender on Non Judicial Stamp Paper worth of ₹ 100/- as per Annexure-II , duly attested by notary public.			
C	Original copy of Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of ₹ 100/- as per Annexure-III , duly attested by notary public.			
D	Original copy of Integrity Pact on Non Judicial Stamp Paper worth of ₹ 100/- as per Annexure-XVI , duly signed and sealed by the Authorized Signatory of the Bidder Company.			
(2)	Prequalification Bid Documents needs to be uploaded on e-tender solution's "Pre-Qualification Bid Document" Slot by the Bidder:			
I.	The scanned copies of the above said documents (A, B, C &D) shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. https://www.tenderwizard.com/AIIMSBHOPAL)			
II.	Signed and scanned copy of valid Company Registration/Incorporation.			
III.	Signed and scanned photocopy of proof of latest Quarter GST returns filed by the participating company.			

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 37 of 73)

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks
IV.	Signed and scanned copy of PAN Card of the firm/company.			
V.	Signed and scanned copy of Income Tax return of the firm/company for the last three financial years (i.e. for Assessment Financial Year-2015-16, 2016-2017 and 2017-2018).			
VI.	Legible scanned copies of Audited Balance Sheet and Profit & Loss Account for last three Financial Years (i.e. for FY 2015-16, 2016-2017 and 2017-2018) duly certified by the Chartered Accountant/Company Secretary must require to be uploaded. The Annual Turnover of the Bidder company for participating in this e-tender must be ₹ >10 Lakh. For this purpose a scanned copy of Letter duly certified by the Chartered Accountant/Company Secretary for clearly mentioning the above three FY's Annual Turnover Figures must upload for necessary references by the Bidder.			
VII.	Singed and attested legible scanned copies of at least three Numbers of Previous Purchase Order Copies for each of participating item, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2015-2016 to FY-2017-2018for pre-qualification bid evaluation purpose.			
VIII.	Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.			
IX.	Signed and scanned copy of duly filled PFMS Form of AIIMS Bhopal in the format given at Annexure-XIV .			
X.	Signed and scanned copy of Integrity Pact on Non Judicial Stamp Paper worth of Rs. 100/- for participating duly signed and sealed copy required to be uploaded in the format given at Annexure-XVI .			
XI.	Signed and Scanned Check list of Pre-qualification required documents as per Annexure-IV must upload in the respective Pre-Qualification Bid Document Slot in the e-Tendering solution of AIIMS Bhopal by the Bidder.			
	If the above all desired document's from (1) A, B, C & D & (2) I, II, III, IV, V, VI, VII, VIII, IX, X& XI legible scanned copies has not uploaded by the any participating Bidder, his bid liable for rejection in "Pre-Qualification Bid" Stage.			

Name & Signature of Authorized Signatory

Seal of the participating Bidder Company with Date

*Note:(√) in applicable column.

[For office use only] Bid is Accepted/rejected

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 38 of 73)

Signature -----Signature -----signature -----
with name & date with name & date with name & date

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 39 of 73)



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Annexure-V

Technical Bid

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

(Upload duly Signed, Stamped and scanned copy in Technical Bid Slot on E-Tendering Portal)

Tender Item No.	Name of Equipment (Complete technical Specification given on Annexure-I of this Tender Document)	Make & Model Quoted	Indian/ Imported/ Country of Origin	Catalogues YES/NO	Demonstration Yes / no	Deviation to specification if any with reason
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts					

Signature, Name of Authorized Person of the Bidder with seal

Date:..... Place:.....

Contact Cell No. :Email ID :

e-TENDER No: AIIMS/BPL/HOSP/18-19/006



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Annexure-V(a)

E-TENDER ID: AIIMSBPLHOSP181905301022019

TECHNICAL BID DOCUMENTS CHECK LIST

(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

Upload duly Signed, Stamped and scanned copy of following Technical Bid Documents including Technical Bid Check List in Technical Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	Hard/Scanned copies of documents to be submitted on or before closing date as per E-Tendering solution in the Sealed Envelope super scribing “Technical Bid” with E-Tender Enquiry ID or its Scanned copy must upload in “Technical Bid Slot” as below: (I) Catalogues properly numbered should be submitted as hard copies/Scanned copies in Technical Bid Slot of E-Tendering Portal. (II) Copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in Schedule of Requirement (Annexure-I) on each catalogue/literature document must submitted in the Technical Bid Envelope/upload in technical Bid Slot of E-Tendering portal. Non submission may lead to non-consideration of the bid for that item.			
(2)	Following Technical Bid Document's Duly Signed, Attested scanned copies to be uploaded in the “Technical Bid Slot” in the E-Tendering solution by Bidder:-			
I.	Signed & Legible scanned copy of the Technical bid “ Annexure-V ”			
II.	Scanned copy of List of the items with its make, model & country of origin without indicating prices in Technical bid by interested Bidder for Technical Evaluation purpose on those items he want to be participate against in this E-Tender Enquiry as per the Schedule of Requirement given in “ Annexure-I ”.			
III.	Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “ Annexure-X ”. Declaration / authorization from the manufacturer should be submitted for every quoted item / equipment. However, if the bidder is quoting more than one equipment/item of the same make, single authorization mentioning the name of items / equipment from the manufacturer is sufficient.			

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 41 of 73)

S. NO.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO	Remarks
IV.	In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.			
V.	Singed and attested legible scanned copies of Performance Certificates regarding their Supply, their Equipment Performance/Items, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Years in Chronological Order from FY-2015-2016 to FY-2017-2018 .			
VI.	Signed and Scanned copies of valid ISO (i.e. ISO 9001:2015) and DGCI/CE(EUROPEAN)/USFDA/UL/BIS/ISI/CDSCO (which so ever is applicable for Medical Devices/Equipment/Consumables) certifications from competent Licensing/Certification authority with clearly showing validity date in respect of quoted item/Items.			
VII.	Signed and Scanned Check list of Technical Bid required documents as per “ Annexure-V(a) ” must uploaded in the respective Technical Bid Documents Slot in the E-Tendering solution.			

Name & Signature of Authorized Signatory

Seal of the participating Bidder Company with Date

*Note:(√) in applicable column.

[For office use only] Bid is Accepted/rejected

Signature -----Signature -----Signature -----

with name & date with name & date with name & date

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 42 of 73)



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ANNEXURE–VI (A)

FINANCIAL “PRICE BID”

(FOR QUOTING PRICES IN INR FOR EQUIPMENT/GOODS SUPPLIED THROUGH DOMESTIC/INDIGENOUS SOURCES)

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

Annexure-VI(A) Financial Price Bid Schedule for BIDDER quoting Prices for Domestic/Indigenous Equipment/Consumables/ Goods or already imported Consumable/ Goods with in India and supplied against only in Indian Rupees (INR)

(Upload duly Signed, Stamped and scanned copy of Financial Bid in the Financial Bid Slot on the Portal)

1	2	3	4	5							6
Tender Schedule Item No.	Name of the item (as per the Tender Schedule of Requirement Annexure-I)	Country of Origin/ Make/ Model / HSN Code	Quantity (Nos.)	Price per unit (INR)							
				Basic Unit Cost/ Ex - factory/ Ex - warehouse / Ex-showroom / Off - the shelf Unit Cost in INR	Taxes [GST (i.e. CGST/ IGST/ SGST) [%age & value in INR]	Custom Duty [%age & value in INR]	Packing and Forwarding charges (INR)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading, 5 Years free of Cost Warranty inclusive of labour & Spare, 3 months free of Cost consumables etc. till consignee's site in (INR)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (INR)	Unit Price (at Consignee Site Destination) basis (INR) inclusive of all	Total Price (at Consignee Site) inclusive of all (INR)
				(a)	(b)	(c)	(d)	(e)	(f)	g) =a+b+c+d+e+f	4 x 5(g)
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts										

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 44 of 73)

1. Quoted Rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi upto FOR, 5 Years Onsite Warranty inclusive of all Spares & Labour, GST etc. and Free of Cost Consumables (if applicable) for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the Client site including all required accessories and in-situ works (like civil, plumbing & mechanical works etc) in case of Equipment supply which needs consumables/such kind of in-situ works for their day to day smooth functioning at respective location in the user department at Client site. Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price. The receipt of Custom Duty, Custom Clearance etc. paid to the concerned Statutory Bodies will required to be produced by the Supplier Agency during claiming their payment for cross verification purpose.
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
3. The charges for 6th to 10th year CMC after 5 Year free of cost warranty shall be quoted separately in the given Format at “Annexure-VII”
4. The free of cost consumables (if any required) for 3 months period for make operational equipment at AIIMS Bhopal site needs to be supplied with ordered equipment.
5. The Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIMS Bhopal basis. The AIIMS Bhopal will release payment claim against accepted supply after deductions of TDS as per prevailing Tax Rules and LD (if any) as per the Terms & Condition mentioned in the Tender.
6. L1 will be decided on total cost of the each Equipment plus Consolidated 5 years CMC (6th to 10th Year) after 5 Years Free of Cost Warranty Period cost basis.

Name(s) & Signature of Authorized person of the Bidder Company with seal

Name of the Firm

Date.....

Place.....

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

ANNEXURE–VI (B)

FINANCIAL “PRICE BID”

(FOR QUOTING PRICES IN INR FOR GOODS SUPPLIED THROUGH IMPORTED SOURCES)

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

Annexure-VI(B) Financial Price Bid Schedule for BIDDER quoting Prices for Imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen etc. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only (INR), 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.

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.												
1	2	3	4	5								6
Tender Schedule Item No.	Name of the item (as per the Tender Schedule of Requirement Annexure-I)	Country of Origin/ Make/ Model / HSN Code	Quantity (Nos.)	Price per unit								Total Price to Consignee Destination inclusive of all
				Basic FOB/CIF/CIP Price at Sea-port /Airport of Loading (In any freely convertible Foreign currency)	Carriage & Insurance (port of Loading to port of entry) and other incidental costs (In any freely convertible Foreign currency)	Custom Duty [% and Value] (INR)*	Custom Clearance Charges (if any) [% and Value] (INR)*	Indian Agency Commission (if any) [% and Value] (INR)*	Price from CIF/CIP Named Port to Destination + Extended Insurance (local transportation and storage & applicable GST (if any charged by Govt. of India beyond the Custom Duty) (INR)*	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training, 5 Yrs Free of Cost Warranty inclusive of Labour & Spare and 3 months free of Cost Consumables) at the Consignee's site (INR)*	Unit Price inclusive of all	
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)= a+b+c+d+e+f+g	4 x 5 (h)
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts											

***To be paid only in Indian Currency (INR) by AIIMS Bhopal**

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Note: -

1. Quoted Rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi upto FOR, 5 Years Onsite Warranty inclusive of all Spares & Labour, GST/Custom Duty (add applicable CD% beyond the CDEC Provided by AIIMS Bhopal) / Custom Clearance Charges/Agency Commission etc. and Free of Cost Consumables (if applicable) for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the Client site including all required accessories and in-situ works (like civil, plumbing & mechanical works etc) in case of Equipment supply which needs consumables/such kind of in-situ works for their day to day smooth functioning at respective location in the user department at Client site. Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price. The receipt of Custom Duty, Custom Clearance etc. paid to the concerned Statutory Bodies will required to be produced by the Supplier Agency during claiming their payment for cross verification purpose.
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
3. The charges for 6th to 10th year CMC after 5 Year free of cost warranty shall be quoted separately in the given Format at “Annexure-VII”
4. The Tenderer will be fully responsible for the safe arrival of the Equipment/Goods at the named port of entry to consignee site in good condition as per terms of CIP as per INCOTERMS, if applicable.
5. The free of cost consumables (if any required) for 3 months period for make operational equipment at AIIMS Bhopal site needs to be supplied with ordered equipment.
6. The Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIMS Bhopal basis. The AIIMS Bhopal will release payment claim against accepted supply after deductions of TDS as per prevailing Tax Rules and LD (if any) as per the Terms & Condition mentioned in the Tender.
7. L1 will be decided on total cost of the each Equipment plus Consolidated 5 years CMC (6th to 10th Year) after 5 Years Free of Cost Warranty Period cost basis.

Name(s) & Signature of Authorized person of the Bidder Company with seal

Name of the Firm

Date.....

Place.....



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ANNEXURE – VII

RATES FOR CMC

(Applicable only for Equipment)

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

The Rates should be quoted in percentage (%) Only of the total cost quoted by the bidder of the main equipment.

(Upload Signed, Stamped and Scanned copy in Financial Bid Document Slot of E-Tendering Solution)

Tender Item No.	Name of the Equipment	Rates of CMC (in INR) (for equipment only)					TAXES IF ANY (in % & in INR)	Total 5 Years CMC Prices inclusive of Taxes (in INR)
		6 th yr	7 th yr	8 th Yr	9 th Yr	10 th yr		
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts							
Total								

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the Firm

Date.....Place.....

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 48 of 73)



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ANNEXURE – VIII

RATES FOR SPARES / CONSUMABLES / OPTIONAL ACCESSORIES (If Any) (Applicable only for Equipment)

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

(Upload Signed, Stamped and Scanned copy in Financial Bid Document Slot of E-Tendering Solution)

Tender Item No.	Name of the item (as per the Tender Schedule of Requirement Annexure-I)	NAME OF THE CONSUMABLE / SPARE / OPTIONAL ACCESSORIES	UNIT	BASIC PRICE PER PIECE OR PER UNIT (in Rs.)	GST (in %)	GST (in Rs.)	Total Unit Price (in Rs.)
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts						

- The rates should be inclusive of everything viz. freight chargers, packing charges and Octroi, applicable Taxes (GST), Other Expenses up to FOR etc.
- The Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIMS Bhopal basis.

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the Firm

Date..... Place.....

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 49 of 73)



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ANNEXURE-IX

TERMS & CONDITIONS OF SUPPLY ORDER'S

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ Equipment demonstrated.
2. The supply should be made between 9.30am to 16.00pm on any of the working day and 9.30am to 12.00pm on Saturday. Part supply will be entertained only in exceptional cases with prior approval of competent authority. However in case due to any reason part supply has been made the payment will be made only after the completion of complete supply.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on the bill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in the name of the Director, AIIMS Bhopal in respective stores.
5. The bill should be in printed form having printed bill number, clearly mentioned GST Number of Supplier Agency and AIIMS Bhopal (as given at Annexure-XV)/TIN Number as well as D.L. No. (Whereas applicable) and deposition of Taxes to the various statutory bodies is the sole responsibility of the Tenderer.
6. For Indian goods supply Delivery time will be 8 Weeks (i. e. 60 Days) and for imported items 13 Weeks (i.e. 90 days).
7. The Director, All India Institute of Medical Sciences, Bhopal (India) reserves the right to extend the delivery period subject to imposition of a penalty of 0.50% per week for delayed supply subject to maximum of 10% of the value of the order as per General Terms and Conditions vide Clause 23.
8. All rejected stores shall be at the risk of the supplier and must be removed immediately.
9. Guarantee/Warranty Certificate must be provided, at the time of supply.

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 50 of 73)



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

ANNEXURE-X

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

MANUFACTURER'S AUTHORISATION FORM

To,
The "Director",
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA

Dear Sirs,

Ref. Your E-Tender document No _____, dated _____

We, _____ who are
proven and reputable manufacturers of _____ (*name and
description of Equipment/Consumables/Goods/Stores offered in the tender*) having factories at
_____, hereby authorise
M/s _____ (*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 E-Tender Enquiry documents for the above Stores manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.
_____ (*name and address of the above
agent*) is authorized to submit a tender, process the same further and enter into a contract with you
against your requirement as contained in the above referred E-Tender Enquiry documents for the
above Stores manufactured by us.

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

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

Yours faithfully,

[Signature with date, name and designation] for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter's scanned copy may be uploaded and handed over as and when directed.

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance (Pg No. 51 of 73)

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

EMD BANK GUARANTEE (EMD-BG) FORMAT

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Tender") against the Purchaser's E-Tender Enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity (180 Days):-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
or
 - b) fails or refuses to accept/execute the contract.
or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

This EMD Bank Guarantee will remain in force for a period of tender validity for 270 Days(i.e. for Nine Months) from the scheduled date of submission of Bid and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized Office of the issuing Branch of the Bank _____

Name and designation of the Officer _____

Seal, Name & Address of the Bank _____

Address of the issuing Branch with Telephone No. & Email ID _____

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

PERFORMANCE SECURITY BANK GUARANTEE FORMAT**E-TENDER Id: AIIMSBPLHOSP181905301022019**

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

To,

**The “Director”,
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA**

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (Stores) (herein after 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. _____ (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 shall be valid up to Sixty Two (62) months or more from the date of satisfactory acceptance of Supplies in the User Department at AIIMS Bhopal i.e. up to _____ (indicate date).

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

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the issuing Branch,
including Telephone No. & Email ID

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 53 of 73)

ANNUAL RATE CONTRACT AGREEMENT FORMAT

(Form for Entering into Rate Contract with the Qualified Tenderer on Non Judicial Stamp Paper worth of Rs.100/-)

E-TENDER ENQUIRY Id : AIIMSBPLHOSP181904401102018

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

This agreement is made at **Bhopal** on the day of Two Thousand Nineteen between **Director, AIIMS Bhopal, All India Institute of Medical Sciences(AIIMS) Bhopal, Saket Nagar, Bhopal-462020 (MP)** (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

AND

M/s _____ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

WHEREAS the 'Client' is desirous to engage the 'Agency' for Supply of approved _____ in response to Purchaser's E-Tender Enquiry ID No. _____ and subsequent Amendment/Corrigendum/NOA (if any issued) to AIIMS Bhopal as per the terms and conditions stated below:-

1. Brief particulars of the Equipment/Stores/Goods/Items, which rates are approved and accepted by the AIIMS Bhopal (First Party) and shall be supplied/ provided by the supplier Agency (Second Party) is as under:

(i) Brief particulars of the Equipment/Store/Goods/Items and services which shall be supplied/ provided by the supplier are as under:

Tender Item No.	Name and Brief description of Items	Unit	Approved Unit Price with GST & all Expenditure up to F.O.R.	Terms of delivery (FOR)
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts	Each		

Any other additional services (if applicable) and cost thereof:

Total value (in figure) _____ (In words) _____

Above quoted unit prices of Second Party is inclusive of all Taxes/Statutory Expenses, 5 Years on-site Warranty including of all Spares & Labour, Free of Cost Consumables for three months period, other all kind of expenses required for in-situ works (i.e.

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance (Pg No. 54 of 73)

Civil/Elect/Mechanical/Other) and its accessories (Civil/Elect/Mechanical/Other) required for make the supplied equipment functional at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP) in the respective user Department on “Turnkey” has been accepted with response to the referenced Tender on Annual Rate Contract basis as per the Terms & Conditions mentioned on the same by the First Party.

(ii) CMC Price for 5 Year Period:-

Tender Item No.	Name of the Equipment	Rates of CMC after completion of 5 Years Free of Cost Warranty Period (in INR) (for equipment only)					TAXES IF ANY (In INR)	Total 5 Yrs CMC Charges (in INR)
		6 st yr	7 nd yr	8 rd Yr	9 th Yr	10 th yr		
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeats							
Total								

(iii) Approved Consumable/Spare Parts/Optional Accessories Prices:-

Tender Item No.	Name of the item (as per the Tender Schedule of Requirement Annexure-I)	NAME OF THE CONSUMABLE / SPARE / OPTIONAL ACCESSORIES	UNIT	BASIC UNIT PRICE (In INR.)	GST (IN %) & (In INR)	PRICE (In INR) PER PIECE OR PER UNIT Inclusive of all Taxes & Expenditure
1	Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeats					

- The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Bhopal (First Party) for above said Equipment/Goods/Stores/Items shall remain valid for initial period for One year subject to extendable for the further period of One Year on mutual agreement basis after completion of initial One year period. No claim of Second Party for increase of the above mentioned items rates during the currency of this Rate Contract shall be entertained by First Party.
- The Second Party is liable and ensure that the supplied Equipment/Goods/Stores/Articles are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk upto F.O.R. to user Department (i.e. where the equipment needs to be installed) at AIIMS Bhopal. Second Party should arrange replacement of damaged, substandard items on free of cost to AIIMS Bhopal on immediate basis.
- The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this E-

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 55 of 73)

Tender Enquiry) is liable for supply of regularly required consumables / spares parts / optional accessories for the period of 10 years from the Date of Acceptance of Goods by First Party to First Party.

5. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the First Party (Director, AIIMS Bhopal). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of Second Party shall be forfeit by First Party.
6. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Equipment/Stores/Goods/Items at AIIMS Bhopal.
7. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Rate Contract period.
8. **Fall Clause:** If at any time during the execution and currency of this Rate Contract, the Second Party or his Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party (i.e. Director, AIIMS Bhopal), and the necessary difference amount about such reduction or sale or offer of sale to the purchaser (First Party) and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to the Government.
9. **Warranty (60 Months Onsite Warranty including Spare Parts &Labour etc.) and Penalty for not attending within stipulated downtime period:-**The Second Party liable for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility by First party and if the Second Party will fail to do the same, the Penalty as per **E-Tender Enquiry General Terms & Condition Vide Clause “14(v)”** shall be deducted from the pending Bill/Performance Security Deposit of the Second Party by First Party.
10. **5 Years CMC (i.e. for 6th to 10th year) after completion of 5 Years Warranty/Guarantee :-** The Second Party will submit a performance bank guarantee for 10% of the cost of the approved CMC Price before the completion of 5 Years On-site Warranty, preferably in last Quarter of 5th Year and after receiving of the CMC Performance Guarantee, First Party in writing communicate to Second party for acceptance of the same and allow them to operate CMC for 5 Years (from 6th Year's onward) as per the **General Terms & Condition, Vide Clause “ 15 ”** of this E-Tender Enquiry.
11. **Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply:-** The Second Party is liable for supply, installation, Testing and commissioning the ordered equipment upto F.O.R. at User Department of AIIMS Bhopal within stipulated given period mentioned on Purchase/Supply Order issued by First Party to Second Party and for delayed supply a penalty of 0.50% of the value of order per week for delayed supply, subject to a maximum of 10% of the total value of the order shall be deducted from the pending Bills/Performance Security Deposit of Second Party by First Party. Admissible delay subject to applicable penalty deduction as per **General Terms & Condition, Vide Clause “23”**.
12. **Inspection of Supplies:-**Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by

Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place as per **General Terms & Condition, Vide Clause “24”**.

13. Payments:-

13.1. Final 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.

I. Payment for Domestic Goods Or Foreign Origin Located Within India:-

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

a) On delivery (Preferably within 1 month time of “Consignee Receipt Certificate (CRC)” and subject to submission of following documents):

Seventy percent (70%) payment of the contract price shall be paid on receipt of good in good condition and upon the submission of the following documents subject to recovery of LD, if any:

- (i) Three 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
- (iii) Inspection certificate, if any
- (iv) Insurance Certificate, if any
- (v) Certificate of origin for imported goods
- (vi) Consignee Receipt Certificate in original issued by the authorized User Department representatives/Concerned Stores Representative of the consignee

b) On Acceptance (Preferably within 3 month time of “Final Acceptance Certificate (FAC)” and subject to submission of following documents):

Balance Thirty percent (30%) payment would be made against 'Final Acceptance Certificate (FAC)' of Equipment/goods to be issued by the User Department/Store Department of the Consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated Official of the consignee after installation, commissioning, testing and Four to Six weeks of successful trial run of the equipment in the User Department.

II. Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency 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 here under:

- (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 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;

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- (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 dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURUVARITUS and TUV or Equivalent prior to dispatch.
- (ix) Consignee Receipt Certificate in original issued by the authorized representative of user Department/Concerned Stores Department of the consignee.

b) On Acceptance: Preferably within 3 month time of "Final Acceptance Certificate (FAC)" and subject to submission of following documents:-

Balance payment of Thirty percent(30%) of net Destination price of Equipment/goods would be made against 'Final Acceptance Certificate' to be issued by the consignees designated Official 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 Four to Six weeks of successful trail run of the equipment.

- c) Payment of Incidental Cost still 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. All should be inclusive in the quoted price of the Bidder, in later stage, AIIMS Bhopal will not pay extra amount on account of any such costs/items to any Bidder.

d) 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 realized full and final settlement against their supply.

III. Payment of Site Modification Work, if any:

Site Modification Work payment will be made to the bidder/manufacturer's agent to its Indian Office in Indian rupees as 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 ,commissioning and acceptance of equipment by the consignee within the price quoted in the price Schedule and approved by AIIMS Bhopal means AIIMS Bhopal will not pay any extra amount for any work beyond the approved prices to any bidder.

IV. 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 the last Quarter of the 6th Year onwards on year to year basis after satisfactory completion of said 5 Year free of Cost Warranty period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 10% of the cost of the 5 Years CMC Value as per contract in the prescribed format given at Annexure-XII.

- 13.2. The supplier shall not claim any interest on payments under the contract.
- 13.3. 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.

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Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 58 of 73)

- 13.4. 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.
- 13.5. The payment shall be made in the currency/ currencies authorized in the contract.
- 13.6. The supplier shall send its claim for payment in writing, when contractually due, alongwith relevant documents etc., duly signed with date, to respective consignees.
- 13.7. 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.
- 13.8. While claiming reimbursement of duties, taxes etc.(like custom duty and/or GST or any other taxes) 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.
- 13.9. 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:
- 13.10. The supplier will make Equipment/good for any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods.
- 13.11. Delaying supplies, if any, has been regularized subject to deduction of applicable LD.
- 13.12. The contract price where it is subject to variation has been finalized.
- 13.13. The supplier furnishes the following undertakings:

"I/We Certify that, I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt,short age or defects in the Equipment/goods supplied. I/We agree to make Equipment/goods for replacement/repair any defect or deficiency that the consignee may report within Six months from the date of receipt of this balance payment.

- 14. Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
- 15. Law Governing the Contract and Jurisdiction:-**The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 16. Performance Security Deposit:-**The Second Party liable to deposit 10% of value of the Contract/Purchase Order as Performance Security Deposit to First Party in favor of "Director, AIIMS Bhopal" by way of "Performance Bank Guarantee/Fixed Demand Receipt" from any Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5 years warranty period + 2 months (valid for i.e. 62 months) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Performance Security Deposit is liable to be forfeited if the Second Party withdraws or impairs or derogates the Contract in any respect. For CMC after expiry of warranty period, the 10% CMC Security Deposit of CMC Value of Equipment shall require to be deposit by the Second Party (i.e. Supplier Agency) to First Party (i.e. AIIMS Bhopal).
- 17. Exclusive right to First Party (The Director, AIIMS Bhopal, India).**
- The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply at any time without assigning any reason during the currency of this Rate Contract Period.

THIS AGREEMENT will take effect from _____ Day of _____ Two Thousand **Nineteen** and shall be valid for **One Year**.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhopal in the presence of the witness:

<p>For and on behalf of the 'Agency'</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the 'Agency'</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said</p> <p>_____ Name</p> <p>on behalf of the 'Agency'</p> <p>in presence of</p> <p>Witness 1: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>	<p>For and on behalf of the "Director, AIIMS Bhopal"</p> <p>Signature of the authorized Officer</p> <p>Name of the Officer</p> <p>By the said</p> <p>_____ Name</p> <p>on behalf of the "Director, AIIMS Bhopal"</p> <p>in presence of</p> <p>Witness 1: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>
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**ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL
PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)**

PFMS UNIQUE CODE:

(The code will issued by AIIMS Bhopal's Finance Deptt, if Supply Order to be issued to your Firm)

VENDOR PFMS REGISTRATION FORM

S. No.	Head Name	Details
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number (A copy of PAN Card in the Name of Company must enclose)	
5	Aadhaar Number	
6	TAN Number	
7	GST/TIN Number (A copy of GST/TIN registration no. must enclose)	
8	Service Tax No.	
9	Address 1	
10	Address 2	
11	Address 3	
12	City	
13	Country	
14	State	
15	District	
16	Pin Code	
17	Mobile No.	
18	Phone No.	
19	Email ID	
20	Bank Name	
21	IFSC Code	
22	Account Number (A cancelled cheque copy must enclose)	

Note: All above requested document's copies duly attested with this form must be enclosed by the Vendor

DATE :

PLACE:

VENDOR SIGNATURE WITH SEAL

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 62 of 73)

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 63 of 73)

GST Registration Details of AIIMS Bhopal



**Government of India And
Government of Madhya Pradesh
Form GST REG-25**

Certificate of Provisional Registration

1.	GSTIN	23AACAA6087 A1Z9
2.	PAN	AACAA6087 A
3.	Legal Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
4.	Trade Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
5.	Registration Details under Existing Law	
	Act	Registration Number
(a)	Service Tax Registration Number	AACAA6087 ASD
Date	26/06/2017	

This is a Certificate of Provisional Registration issued under the provisions of the Act.

E-TENDER Id: AIIMSBPLHOSP181905301022019

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

INTEGRITY PACT

It is here by declared that AIIMS Bhopal is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS Bhopal.

Sd/-

For & on behalf of Director, AIIMS Bhopal

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 65 of 73)

To,

**The Director,
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA**

Sub: Selection of Agency for Supply, Installation, Testing and Commissioning of Broad Based QR-Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts under Rate Contract against AIIMS Bhopal e-Tender Enquiry at All India Institute of Medical Sciences Bhopal.

Ref :- E-TENDER Id: AIIMSBPLHOSP181905301022019 for Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance to the Equipment Store, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 MP (India)

Dear Sir,

I / We acknowledge that AIIMS Bhopal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that this Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Clause 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, AIIMS Bhopal shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Signed by duly authorized signatory of the Bidder with Stamp)

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance (Pg No. 66 of 73)

Dated :

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 67 of 73)

PRE-CONTRACT INTEGRITY PACT

(Form for Integrity Pact on Non Judicial Stamp Paper worth of ₹ 100/- needed to be printed and submitted by the Interested Bidder Company along with their Pre-Qualification Documents and its scanned copy is needed to be uploaded in the Pre-Qualification Document Slot of E-Tendering Portal)

General information regarding Pre-Bid Pre-Contract Agreement (i.e. Integrity Pact) :

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, between, on one hand, the **Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) Saket Nagar, Bhopal**, India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Ms/Mr _____, Designation _____, (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to Procure Equipment/Consumables/Goods under Rate Contract at All India Institute of Medical Sciences Bhopal and the BIDDER is willing to offer / has offered the same and

WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/PSU/Partnership Firm, constituted in accordance with the relevant law in the matter and the BUYER (i.e. AIIMS Bhopal) is an Autonomous Institute under Ministry of Health & Family and Welfare, Government of India under the *PradhanMantriSwasthyaSurakshaYojna* (PMSSY) performing its functions in Health care.

NOW, THEREFORE,

To avoid all forms of corruptions by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to finalize a Bidder Company for supply of requested Items at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures:

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER :

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance (Pg No. 68 of 73)

the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER :

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDER shall disclose the name and address of agents and representatives in India.
 - 3.4 BIDDER shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the

e-TENDER No: AIIMS/BPL/HOSP/18-19/006

Rate Contract for Supply, Installation, Testing and Commissioning of Automated Antimicrobial Susceptibility Testing System for Bacteria and Yeasts for Targeted Surveillance(Pg No. 69 of 73)

award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for the purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression:-

- 4.1 The BIDDER declares that no previous transgression occurred in the last One years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money Deposit (EMD):-

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (as will be specified in NIT of e-Tender Document) as Earnest Money Deposit with the BUYER through the instruments as specified in the Tender Document.
- 5.2 The Earnest Money Deposit shall be valid up to a period, as will be specified in Tender Document, from the date of opening of bids and be suitably extended as requested by AIIMS Bhopal.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Security Deposit in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Security Deposit in case of a decision by the BUYER to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money Deposit/Performance Security Deposit for the period of its currency.

6 Sanctions for Violations:-

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the bidder from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Security Deposit in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7 Applicability of Fall Clause :

If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he (Bidder) shall forthwith notify Director, AIIMS Bhopal (Buyer). The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal (Buyer) will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

8 Facilitation of Investigation :

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction:-

9.1 The laws of the Government of India shall govern this contract. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

9.2 The courts at Bhopal District will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Bhopal District court shall have jurisdiction in the matter.

10 Other Legal Actions :-

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity:-

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto One years or the complete execution of the Rate Contract Agreement to the satisfaction of both the BUYER and the BIDDER/Seller. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the Contract Agreement with successful Bidder.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

<p>For and on behalf of the ‘Bidder’</p> <p>Signature of the authorized Official</p> <p>Name of the Official _____</p> <p>Designation of the Official _____</p> <p>Stamp / Seal of the ‘Bidder’</p> <p>SIGNED, SEALED AND DELIVERED on behalf of the ‘Bidder’ in presence of</p> <p>Witness1: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>	<p>For and on behalf of the ‘Buyer’</p> <p>-Sd- For and on behalf of the “Director, AIIMS Bhopal”</p>
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