

E-Tender

E-Tender Document for Supply, Installation, Testing & Commissioning of Bench-Top Flow Cytometer with High End Cell Sorter workstation to the Central Instrumentation Facility

E-Tender No. 051 AIIMS/BPL/STORES/CIF/FACS/2019-20 Dated: 01.10.2019



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (India) Ph.0755-2835055

Website : www.aiimsbhopal.edu.in Email : spsso@aiimsbhopal.edu.in

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



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (India)

Website : www.aiimsbhopal.edu.in Email : spsa@aiimsbhopal.edu.in

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E-Tender Notice

Public Tender

The Director, AIIMS Bhopal invites E-tenders in Two Bid System (i.e. Technical and Financial Bid) from reputed, experienced original Manufacturer/authorized distributors of Flow Cytometer with High End Cell Sorter through on line e-procurement portal i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>

Sl. No.	e-Tender No.	Item Description	EMD
01	E-Tender No. 051 AIIMS/BPL/STORES/CIF/FACS/20 19-20 Dated: 01.10.2019	Supply, Installation, Testing & Commissioning of Bench-Top Flow Cytometer with High End Cell Sorter workstation to the Central Instrumentation Facility	Rs. 4.0 Lakhs

Bidders can download complete set of bidding document from e-procurement platform <https://www.tenderwizard.com/AIIMSBHOPAL>

The e-tender notice and Tender documents is also available in our website: www.aiimsbhopal.edu.in

Bidders have to submit the bids online by uploading all the required documents through <https://www.tenderwizard.com/AIIMSBHOPAL>

Bid Submission end date : 29/10/2019 at 17.00 Hrs.

Technical Bid opening date : 30/10/2019 at 15.00 Hrs. in SPSO Office, 3rd Floor, Hospital Building, AIIMS Bhopal - 462 020

Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances.

The Director, AIIMS Bhopal reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

**Senior Procurement cum Stores Officer
For & on behalf of AIIMS Bhopal**



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (India)

Website : www.aiimsbhopal.edu.in Email : spso@aiimsbhopal.edu.in

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

Manual bids will not be accepted under any circumstances

Critical Dates

Schedule		Date (DD/MM/YYYY)	Time (Hrs. Mins)
1	Tender Publishing date	01/10/2019	10.00
2	Document download start date	01/10/2019	10.00
3	Document download end date	29/10/2019	17.00
4	Pre-Bid Meeting	09/10/2019	15.00 in SPSO Office, 3 rd Floor, Hospital Building, AIIMS Bhopal - 462 020
5	Seek Clarification end date	11/10/2019	17.00
6	Bid Submission start date	12/10/2019	10.00
7	Bid Submission end date	29/10/2019	17.00
8	Technical Bid opening date	30/10/2019	15.00 in SPSO Office, 3 rd Floor, Hospital Building, AIIMS Bhopal - 462 020

EMD

Bidders shall submit EMD either by FDR drawn in favor of Director AIIMS Bhopal, for a sum of **Rs. 4.0 Lakhs only payable at AIIMS Bhopal only valid for 9 months. OR**

In the form of a bank guarantee for a sum of **Rs. 4.0 Lakhs Only valid for 9 months. The scanned copy of FDR/BG is to be uploaded in the Tenderwizard while submitting the bid.**

The Original FDR/BG EMD should reach AIIMS Bhopal within the bid submission date and time for the tender.

Bids received without EMD will be rejected.

Exemption: Firms registered with NSIC/MSME (for sales & Service of Similar Items) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm / departments have to submit the relevant certificate (NSIC/MSME etc.) and financial limit to avail this exemption.

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Clarification of bidding documents.

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. spsa@aiimsbhopal.edu.in. The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

Amendments in Bidding Documents

At any time till **7 (seven) days** before the deadline for submission of bids, the AIIMS Bhopal 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 uploaded on the website regularly. AIIMS, shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders

For any query related with this E-tender should be mailed to <https://www.tenderwizard.com/AIIMSBHOPAL>
For E – tendering Queries contact Representative of ITI Limited (Bhopal). Email : twhelpdesk674@gmail.com, Mob: 09981783170, AIIMS Bhopal Email: spsa@aiimsbhopal.edu.in , 0755 – 2835055

Chapter-I

E-TENDERING INSTRUCTIONS TO BIDDERS

The bidders are required to submit soft copies of their bids electronically on the tenderwizard.com/AIIMSBHOPAL Portal, using valid Digital Signature Certificates. The Instruction given below are meant to assist the bidders in registering on the tenderwizard.com/AIIMSBHOPAL Portal, prepare their bids in accordance with the requirements and submitting their bids online on the tenderwizard.com/AIIMSBHOPAL Portal.

More Information useful for submitting online bids on the tenderwizard.com/AIIMSBHOPAL Portal may be obtained at: www.tenderwizard.com/AIIMSBHOPAL

Instructions:

1. Tender Bidding Methodology: Two Stage Online Bidding

2. Broad outline of activities from prospective Bidders:

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/AIIMSBHOPAL
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS BHOPAL
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal – Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS BHOPAL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal – Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

a) Registration:

To use the Electronic Tender portal www.tenderwizard.com/AIIMSBHOPAL, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the

Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

5. The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
6. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
7. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
8. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

9. Bid submission

The entire bid-submission would be online on the Tender wizard portal i.e.

<https://www.tenderwizard.com/AIIMSBHOPAL>

Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial)
 - (ii) Submission of information pertaining to Bid Security/ EMD
 - (iii) Submission of signed copy of Tender Documents/Addendums
10. The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.
 11. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as **Annexure-V** are to be uploaded.

12. Offline Submissions:

The bidder is requested to submit the following documents offline to **The Sr. Procurement cum Stores Officer, AIIMS Bhopal (MP) – 462020** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

- (i) *EMD-Bid Security in Original, in shape of DD/BG only in favour of Director, AIIMS Bhopal, valid for a period 180 days.*
- (ii) *Undertaking for compliance of all T&C of the tender (as per Annexure-I)*
- (iii) *Criminal Liability*

13. Public Online Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

14. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

15. **Important Note:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMS BHOPAL by the bidders in time, then AIIMS BHOPAL will promptly reschedule the affected event(s).

16. Other Instructions

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for users intending to register / first-time users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

17. **Important Note:** It is strongly recommended that all authorized users of supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

18. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal

3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.)
19. While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate (s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhopal, if required, before participation in the online tendering.
20. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
21. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
22. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
23. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
24. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
25. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

For any further assistance, please contact Representative of ITI Limited (Bhopal) at email: twhelpdesk674@gmail.com, Mob: 09981783170, AIIMS Bhopal Email: spsso@aiimsbhopal.edu.in, 0755-2835055

Chapter-II

GENERAL TERMS AND CONDITIONS

1. Bidders will be required to arrange a demonstration of the quoted equipment, on their warehouse/facility on the date as may be fixed by the technical specification committee. 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 participated 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.
3. The model of the equipment offered should not be obsolete /out of production for next 5 years.
4. **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 – VII” failing which quotation will not be considered. The rates should be valid till the validity of the contract.
5. **Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.)**
 - I. Tenderer should submit a written guarantee/warranty from the manufacturers stating 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 as declared in Annexure – X.
 - II. Guarantee/warranty to the effect that before going out of production of spare parts, the manufacturers and/or tenderers will ensure storage of spare parts which are generally necessary for the satisfactory performance of equipment.
 - III. The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blue-prints and drawing of the spare parts as and when required by the institute.
 - IV. 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 in corporate 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.
 - V. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - VI. Comprehensive Warranty as well as Comprehensive Maintenance contract should be inclusive of all accessories and Turn-key work.
 - VII. Replacement and repair will be under taken for the defective Equipment/Stores.
 - VIII. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
 - IX. 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.
 - X. If the supplier, having been notified, fails to respond to take action to fix the problem in the equipment within a week, 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.
 - XI. 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.
6. 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.
 7. Bidders are required to quote strictly as per specification of the equipment. Deviations to specifications must be brought out clearly giving deviation statement in **Annexure-V**.
 8. Additional features of the equipment, if any, should be listed separately in the offer.
 9. The bidder should submit an undertaking for acceptance of Terms & Conditions "**Annexure-I**" 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.
 10. The Director, AIIMS Bhopal has full authority to take in to 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.

11. DELIVERY OF THE SUPPLIES/STORES:-

- I. Delivery of stores shall be **F.O.R to AIIMS Bhopal**. The AIIMS Bhopal is not liable for payments on account of Freight /Taxes /Expenditures, which are to be paid exclusively by the suppliers.
- II. The firm will be bound to supply the goods as below:-
 - a. **Indian Items:** The supply of Indian Items will be made on or before the delivery date of imported items.
 - b. **Imported Items:** Items to be imported will be delivered within a period of 90 days from the date of opening of LC in the Bank.
- III. The Director, AIIMS Bhopal reserves the right to extend the period of delivery subject to imposition of a penalty of 0.50% of the value of order per week for delayed supply with prior permission subject to a maximum of 10% of the total value of the order. Once the maximum is reached, AIIMS Bhopal may consider, termination or forfeit the PSD from the supplier.
- IV. Part/Partial supply will not be accepted. For non-supply or part/partial supply, EMD/Performance Security Deposit will be forfeited in full.

12. Liquidated damages

If the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract.

13. Termination for default

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

In the event of the Purchaser/Consignee terminates the contract in whole or in part, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

14. 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 premises at designated place.

15. PAYMENTS

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

A) Payment for Domestic Goods OR Foreign Origin Located Within India.

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

a) On delivery:

80% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin.
- (vi) Warranty Certificate

b) On Acceptance:

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

B) 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:

Eighty percent (80%) of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin

b) On Acceptance:

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate (FAC) as per **Section XVIII** to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

C) Payment of Indigenous Goods :

Payment of indigenous goods will be paid as per the applicable payment terms i.e. 80% on delivery (CRC) and 20 % on acceptance (FAC). Delivery of the indigenous goods should be in line with the imported equipment.

D) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

E) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

F) Payment of Turnkey, if any:

Turnkey payment will be made 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.

G) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in **Section VI** valid till 2 months after expiry of entire CMC period.

- i. The supplier shall not claim any interest on payments under the contract.
- ii. 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.
- iii. Irrevocable & non – transferable LC shall be opened by the respective consignees. 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.
- iv. The payment shall be made in the currency / currencies authorized in the contract.
- v. 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.
- vi. 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.
- vii. While claiming reimbursement of duties, taxes etc. (like GST, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- viii. In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
 - (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of supply of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

—I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

16. OTHERS:-

- i) 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.

- ii) 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.
- iii) 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.
- iv) No bidder / or his representative shall bring or attempt to bring any political or other out side 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.

j) 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.

k) 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 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.

l) 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.

m) PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will 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 nationalized / Commercial Bank refundable after expiry of the tenders / or after the completion of 5 years warranty period + 3 months (valid for i.e.63 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”**.

Exclusive right:

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.

**(Sr. Procurement cum Store Officer)
AIIMS Bhopal**

Chapter-III

Eligibility Criteria for bidders

1. Original Equipment Manufacturer or their Authorized dealers are eligible to participate in the tender.
2. Authorized Representatives: Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:
 - i) their principal manufacturer meets all the criteria above without exemption, and
 - ii) the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
 - iii) the bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st Mar 2019.
3. Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
4. Signed and scanned copy of GST Registration and proof of latest quarter GST returns filed copies by the participating Bidder Company.
5. Signed and scanned copy of PAN Card in the name of firm/company.
6. Signed and scanned copy of certification from CA as a proof for filling Income Tax Return of the firm/company for the last three financial years (i.e. Financial Years-2015-16, 2016-17 and 2017-18).
7. Signed scanned copies of certification from CA as a proof for turnover for last three Financial Years (i.e. for FY 2015-16, 2016-17 and 2017-18). The Turnover of the Bidder company for participating in this E-Tender Enquiry must be more than **Rs. 1.4 Crore**. For this purpose a scanned copy of Letter duly certified by the Chartered Accountant/Company Secretary for clearly mentioning the above three FY's Turnover Figures must upload for necessary references by the Bidder.
8. List of Name of the Organizations and their contact details where the similar nature Items previously supplied by him as asked in Schedule of Requirement 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 uploaded. 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.
9. The bidder (*manufacturer or principal of authorised representative*) should have regularly for at least the last *three* years, ending 31st March 2019 manufactured/supplied the equipment mentioned in Schedule of Requirement.
10. The bidder' should have manufactured/supplied at least **five** of equipment mentioned in the schedule of Requirement in at least one of the last three years ending on 31st March 2019 and out of which at least **three** numbers of offered version/model of the quoted equipment should be in successful operation for at least two years on the date of bid opening.
11. Singed and attested legible scanned copies of at least three Numbers of Previous Purchase Order Copies for each of participating item, which has 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.
12. 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.

13. Signed and scanned copy of duly filled PFMS Form of AIIMS Bhopal in the format given at **Annexure-XIII**.
14. Signed and Scanned copy of Check list of Pre-qualification documents as per **Annexure-IV** must be uploaded.

Chapter-IV

Schedule of Requirement

The Scope of work Includes:

Providing Equipment / Stores to the Biochemistry Department 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 the high quality Equipment/ Instruments as per the Technical Specification and Standard mentioned in Schedule of requirement at AIIMS Bhopal.
2. Description of Equipment, accessories along with reagents required for Biochemistry Department given in requirement schedule may be purchased immediately and Tenderer should arrange the visit of faculty/officers (Technical Specification Committee) to their warehouse/facility for display/testing of the equipment.
3. The required in-situ works like Electrical /Plumbing /Civil Works and any accessories, if required for Equipment installation, 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 Equipment supply and Installation work on "turnkey".

Specification of Bench-Top Flow Cytometer with High End Cell Sorter workstation (1 No.)

1. Bench top fixed aligned/ easy to align flow cytometer cell sorter required with four laser solid state 488nm blue laser, 630-640nm red laser, 561nm YG (yellow Green) laser and 405nm violet laser.
2. System must be upgradable with more laser & color in future.
3. The system should have 12 fluorescence/colors (14 parameters including Forward & Side scatter) measurement capability simultaneously, upgradable up to 18 fluorescence/colors (20 parameters).
4. The system should have fixed aligned system without custom alignment for ease of operations keeping all level of users into consideration.
5. System must have independent laser beam spots/pin holes for all the lasers quoted (minimum 4) without any customization to the main unit.
6. The system should have nozzles of various sizes (70-75/80/100 and 120-130 micron) as per requirement & their removal and insertion should be possible without realigning the optics or the fluidics of the instrument.
7. The system should be able to acquire at least 70000 events/second.
8. The system should have built in sorter capable of sorting speeds up to 70000 events/second with 2- & 4-way sorting.
9. The system should be able to provide various sheath pressure options upto 75 psi.
10. The system should have option of automatic cell deposition unit which allows for slide and plate sorting into 6, 24, 48, 96 and 384 plates.
11. Viability & yield should be more than 90% in routine applications.
12. The system should be capable of all basic to high end research applications including stem cell sorting.
13. Upgradable to BSC in future (Class II A2 type)
14. The company should offer the latest and updated model and should have a dedicated training center with documented proof of conducting regular training for research applications.
15. User lists & performance certificates should be quoted at least from 5 Govt. users from India.
16. The Bidder should have to organize on-site training of manpower and technical staff after installation.

Software

17. System should have one million event file in the software with both online and offline compensation during data analysis.
18. The system should come with original suitable Software for acquisition, data analysis for all the applications including Bead array applications.
19. One additional data stations and a laptop of specification with at least 8th Gen i7 processor @ 3.16 or more GHz, 1000 GB hard drive or more, DDR4 RAM 16 GB or more, DVD/CD ROM R/W combo drive, two 2 TB external hard Disk, compatible (23"x2) LCD monitors and two MFP color laser printers.
20. System should have feature of software adjustable sample input agitation and temperature control, indexing of cells of interest and QC management for at least past one month.

21. Online PO compatible instrument should be provided with the warranty and any up-gradation in the software should be provided free of cost during the warranty period.
22. The company should have at least 30 installations of flow cytometer in India. The company should provide user certificates & Complete details of service and application support should be given along-with onsite installation and training.
23. Also, company should have facility for technical support, troubleshooting & training on the same system within or outside the country on its cost.
24. Free upgradation of software.
25. Instrument shall be supplied with all the accessories required to function.
26. The price list of all optional accessories and consumables shall be attached with offer for future reference for purchase.
27. Five years on-site warranty and CMC for subsequent 5 years after successful completion of warranty.

Application:

28. System should be capable of analyzing markers on, and inside the Leucocytes, Apoptotic marker, cell cycles marker, SP cells marker and infectious application viz. HIV, tuberculosis, Leishmania, Malaria, Toxoplasma along with cytokines, chemokines, phosphokines markers etc. in the suspension & supernatants using assays.

Other conditions:

29. The firm must supply a compatible 5 KVA online UPS with 30 minutes backup with the system.
30. The firm should create the flowcytometer workstation laboratory with complete essential equipment/reagents including HP color laser jet printer Pro MFP M477 or equivalent, calibration reagents/kits, FACS tubes (1000 nos), sheath fluid (20 units), disinfection solution, other essential accessories should be provided with equipment's.
31. The company shall also make appropriate arrangements for accreditation of the tests and arrange QC material time to time free of cost at least for 5 years.
32. All pre-installation requirements after survey of installation site, e.g. AC, power outlets etc. will be the responsibility of the company.

General Clauses:

1. Only Principal Companies or Authorized Distributors from Principal companies should quote. Quotations from non - authorized distributors will not be entertained. Features in the quotations should be substantiated with proper Principal Company Catalogue.
2. Should operate under a Quality Management System which complies with the requirements of ISO 9001:2008 for design, manufacture and services.
3. Should be CE (Europe)/UL /EMC/CSA certified.
4. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with HOD of concerned user department. The Bidders to quote prices indicating break-up of prices of the Machine and Turnkey Job of each equipment. The Turnkey costs may be quoted in Indian.
5. Copies of all certifications e.g. Quality Standard certificate, Proprietary Item/parts, Patent of parts/ technology, Principal company/Authorized Distributorship should be attached with the quotations.
6. In-house service engineers from principal company/ or authorized agents should be available in India on one-day notice basis in case of emergency (this will apply for those equipment wherein this clause is not built into the specification).

7. Compliant points should be given (in the sheet) in order of the specifications' serial order. Compliant points should be highlighted in the company catalogue with page number.
8. Must include: User's list with telephone numbers and email address.
9. Vendor should submit an undertaking from manufacture the responsibility of maintenance in case of merger or acquisition.
10. Rate list of spares should be provided.
11. A performance certificate from at least 2 users should be provided.
12. A rate contract for all the consumables (including kits and panels) should be made & the rates should be frozen for 5 years. In case of decline in price, these should be offered.
13. Installation should be within the time frame specified in the supply order, failing which the company shall be penalized at 0.2% of total cost per week to increase to maximum of 15%.
14. Downtime for minor issues should not be more than 48 hours.
15. For major issues that may require import of spares, the downtime should not be more than 10 working days.
16. If the financial bid is made in foreign currency, then the Letter of Credit made shall be for 70% of the total cost. The remaining 30% shall be paid after successful installation and working for a minimum of 30 days after installation.

CMC/AMC

- Penalty clause: Direct presence in India with strong after-sales technical and service support and must ensure that all faults are rectified within one week, failing which would lead to extension of warranty by twice the period of downtime. The warranty should be all inclusive.

Vendor Liability

- Provide technical and application support for 3 years to handle the equipment at company's expenses following satisfactory installation.
- In house training and training of minimum 2 research staff to the center of excellence/Factory training should be provided.

Annexure-I

UNDERTAKING

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

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

To
The Director,
AIIMS Bhopal,
Saket Nagar, Bhopal-462020 (MP), India

Sir,

1. The undersigned certify that I/we 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 AIIMS Bhopal, 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 (here in after called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. 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) in the format at annexure XII attached here with on award of the contract and shall remain in the custody of the Director till the validity of the Tender Contract plus three month (i.e. for 63 months).
5. 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.
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 has full power to compound or forfeit the Bid Security/security deposit.
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/we undertake to supply the equipment/stores will be as per clause no. 1 of General Terms & Conditions in tender document. I/we 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 under take 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/ Blacklisting 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.
15. I/We undertake to supply the all Literature (Log Book/Maintenance Record/ Troubleshooting/ Operation Manuals etc.) supplied with each of equipment by Principal Manufacturer in Original to AIIMS Bhopal.
17. I/We undertake to calibrate Equipment as per requirement and frequency as indicated in the Annexure-I Technical Specification of Equipments for ensuring optimum operation of equipment at the AIIMS Bhopal site.
18. 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 Financial Bid.
19. 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.
20. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
21. 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.
22. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the Hospital failing which a penalty at the rate of 500/- per day from pending bill/Bank Guarantee before releasing the same to us after 63 months.

Affirmation

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period The Director, All India Institute of Medical Sciences, Bhopal (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder

(Name of Bidder)

Place

With seal of firm

Date.....

Annexure-II

CRIMINAL LIABILITY UNDERTAKING

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

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

ANNEXURE-III

Checklist

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	Original Hard Copy of the following document must be kept in the "Technical" Envelope and sealed envelope must dropped in person in the Tender Box Kept in the Office of Senior Procurement cum Stores Officer, 3 rd Floor, Hospital Complex AIIMS Bhopal, Saket Nagar, Bhopal-462020 (MP) before the Closing date given in the e- Tendering Schedule against this e-Tender ID.			
A	EMD in the form of FDR/BG in the format given at "Annexure-XI" from nationalized Bank, in favor of "Director, AIIMS Bhopal" valid for 9 months.			
B	Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure – I , duly attested by notary public			
C	Original copy of Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure – II , duly attested by notary public			
(2)	Legible scanned copies of following documents along with above documents must uploaded in the e-Tendering Solution for "Technical Bid" eligibility evaluation:-			
I.	The scanned copies of the above said documents (A, B, C) 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 photocopy of proof of last quarters GST returns filed by the participating company as applicable for current financial year 2018-2019.			
III.	Signed and Scanned Copy of GST Certificate showing clearly GST Number of the participating firm.			
IV.	Signed and scanned copy of PAN Card of the firm/company / proprietor issued by Income Tax Department.			
V	Signed and scanned copy of the CA certificate as a proof for filing Income Tax return of the firm/company for the last three financial years (i.e. FY 2015-16, 2016-17, and 2017-18).			
VI.	Signed and scanned copy of CA certificate as proof for Turnover for during last three Financial Years (FY 2015-16, 2016-17, and 2017-18).			
VII.	Singed and attested legible scanned copies of Previous Purchase Orders of supply of Items as mentioned in the Schedule of Requirement as per (Chapter IV)) with showing values as follows : The Scanned Copies of previous Orders, as per above Values are required to be uploaded for technical eligibility evaluation as per above.			

VIII.	Signed & scanned copy of the authorization Letter from Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document. In case of partnership firm, the copy of authorization Letter to sign the tender document by Lead partner should be submitted by the other partner / partners. Copy of partnership deed should also be uploaded in support for necessary verification on e-Tendering solution.			
IX	Digitally Signed copy of the referenced e-Tender ID Tender Document is must be uploaded.			
	If the above all desired document's from (1) A, B, C & (2) I, II, III, IV, V, VI, VII, VIII, IX, X legible scanned copies has not uploaded by the any participating Bidder, his bid liable for rejection in "Technical Bid" Stage.			
(3)	(I) Hard 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 ID: Serial Number of submitted documents should be in sequence as mentioned below: (II) (I) Original Catalogues properly numbered should be submitted as hard copies (III) Original 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. Non submission may lead to non-consideration of the bid for that item. In sealed in envelope			
(4)	Legible Scanned Copies of Documents required to be uploaded on e-tendering solution:-			

- I. Signed & Legible scanned copy of the Technical bid "**Annexure-V**"

II.	Legible Scanned copy of List of the items with its make, model & country of origin without indicating prices (i.e. un-priced list of participated items) by interested Bidder for Technical Evaluation purpose on those items he want to participate as per the Schedule of Requirement given in "Annexure-I" of this e-Tender Enquiry.			
III.	Legible 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".			
IV.	Signed and Legible scanned copies of Declaration / authorization from the manufacturer should be submitted for IV. 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.			
V.	Signed and Legible scanned copies of Declaration / authorization from the manufacturer should be submitted for IV. 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.			
VI.	Signed and Legible Scanned copies of valid certifications from competent authority with clearly showing validity date in respect of quoted item:-. ISO/ CE (EUROPEAN)/USFDA/ UL/ BIS			

VII.	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			
VIII.	Signed and scanned copies of other documents as mentioned in point (1) (I) & (II) above (i.e. Product VIII Catalog, Technical Details, Specifications etc.) that are statutorily/ technically relevant and supportive to bid documents must also uploaded.			

*Note (√) in applicable column.

Annexure IV**TECHNICAL BID**

(Upload signed & scanned copy with technical bid documents)

Item No.	Name of the item (as per the Tender Schedule of Requirement Chapter IV)	Make & Model Quoted	Indian /Imported / Country of Origin	Catalogue/Technical details submitted YES /NO	Demonstration Yes / No	Deviation to specification if any With reason
1	Bench-Top Flow Cytometer with High End Cell Sorter workstation					

Note: Mention detailed specifications (point wise) of quoted item as per schedule of requirement and mention deviation in the specification if any.

Signature, Name of Authorized Person of the Bidder with seal

Date:.....

Place:.....

Contact Cell No. :

Email ID:.....

FINANCIAL BID**ANNEXURE–V (A)****A. Price Schedule for Indigenous Goods**

S. No.	Name of the item (as per Schedule of Requirement)	Make & Model	HSN Code	Quantity	Unit Name	Basic Price per unit (in Rs.)	% of GST (Amount in figures on Column (7))	Other Expenditure (if any) on Column (7) (in Rs.)	Per Unit Total Price inclusive of all on F.O.R. destination basis (in Rs.)	Total Cost (5 x10 =11)
1	2	3	4	5	6	7	8	9	10	11
	Bench-Top Flow Cytometer with High End Cell Sorter									

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

Date.....

Place.....

FINANCIAL BID**ANNEXURE-V (B)****B. PRICE SCHEDULE FOR FLOW CYTOMETER WITH HIGH END CELL SORTER FOR CENTRAL INSTRUMENTATION FACILITY TO BE IMPORTED FROM ABROAD**

1	2	3	4	5	6							7	
S. No.	Brief Description of Requirement	HSN Code	Country of Origin and place of Lading	Qty (Nos.)	Unit Price							Total Price	
					Foreign currency (FC) Component			Indian Currency (IC) Component					
					FOB price at port of lading (A)	Carriage & Insurance (port of lading to port of entry) (B)	CIP cost at port of Entry (in Foreign currency) (A+B=C) I	Applicable Custom Duty beyond CDEC (CDEC will be provided) (D)	Incidental costs including C&F, Inland Transportation, Transit Insurance & other Incidental cost including Installation, Commissioning, Supervision, Demonstration and Training at the Consignee's site I	% of Indian Agent Commission on (A) (F)	Total D+E+F = G (G)	Total Price in foreign Currency (5x6C=H) (H)	Total Price in indian currency 5x6G =I (I)
1	Bench-Top Flow Cytometer with High End Cell Sorter workstation OEM:..... Model:.....												

- Rate in column 6(A) (B) & (C) to be quoted in foreign currency.
- Rate in column 6(D) I (F) & (G) to be quoted in Indian Rupees.
- **Percentage of custom duty applicable on this equipment, after CDEC % age**

Total Tender price (in Foreign Currency) [as given in column 7 (H)]: _____ In words:

Total Tender price (in Indian Currency) [as given in column 7 (I)]: _____ In words:

Note:-

1. The Rates should be quoted inclusive of all taxes; viz. Freight, Packing, Forwarding, Insurance, Transportation, Octroi, 5 Years Onsite Warranty inclusive of spares & Labour, applicable GST up to the FOR AIIMS Bhopal basis. The accessories required for Equipment operational at the AIIMS Bhopal site needs to be supplied on free of cost by the Bidder Agency i.e. the installation shall be on turnkey basis.
2. *The Excise Duty/Custom Duty (applicable CD % beyond the CDEC provided by AIIMS Bhopal), Custom Clearance Charges, Agency Commission etc. wherever applicable, should be indicated separately in the respective column in the above Financial Bid. Non-indication will denote that nothing will be charge as Custom Duty (applicable CD% beyond the CDEC provided by AIIMS Bhopal)/Custom Clearance/Agency Charge/Excise Duty etc., means all such expenses have taken in account by the Bidder and are inclusive in the quoted offered price.
3. The Bidder will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Bhopal basis.
4. To determine L1 rates, conversion rate of foreign currency to Indian rupees will be taken as prevailing on the date of opening of financial bid.
5. **L1 will be decided on total cost of the each Equipment plus Cumulative total of CMC charges (for 5 years after expiry of warranty/guarantee period) and indigenous goods.**

Name _____

Place: _____

Date: _____

Signature of Tenderer _____

Business Address _____

Signature of Bidder _____

Seal of the Bidder _____

ANNEXURE–VI**CMC CHARGES**

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

Tender Item No.	Name of the Equipment	Rates of CMC (CMC after 5 year warranty period)					Total CMC Cost for 5 Years	TAXES (IF ANY)	Total CMC Cost for 5 Years including Taxes
		1 st yr	2 nd yr	3 rd Yr	4 th Yr	5 th yr			
1	Bench-Top Flow Cytometer with High End Cell Sorter workstation								
Total									

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

Name of the FirmDate.....Place

[illegible]

- Name of the Firm Date..... Place.....

Annexure VIII**FINANCIAL BID DOCUMENT CHECKLIST (MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)**

(Upload signed and scanned copy of following Financial Bid Documents in Financial Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*		YES	NO
(1)	<p>Rates for the main equipment/items should be quoted in the given format "Annexure VI", the and free of Cost Consumables for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the AIIMS Bhopal site needs to be supplied on free of cost by the Bidder Agency.</p> <p>All quoted rates should be inclusive of freight charges, packing charges, forwarding & insurance Charges, Transportation, 5 Years Onsite Warranty inclusive of all spares & Labour, GST etc. and free of Cost Consumables for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the AIIMS Bhopal 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 AIIMS Bhopal site.</p> <p>The Excise Duty/Custom Duty(applicable CD % beyond the CDEC provided by AIIMS Bhopal), Custom Clearance Charges, Agency Commission etc. wherever applicable, should be indicated separately in the respective column given in the Financial Bid. Non-indication will denote that nothing will be charge as Custom Duty (applicable CD% beyond the CDEC provided by AIIMS Bhopal)/Custom Clearance/Agency Charge/Excise Duty.</p>			
(2)	The firm shall quote for CMC charges for the next 5 years after expiry of the comprehensive warranty period of 5 years in the "Annexure-VI" for each Equipment/item (on which the Warranty/Guarantee applicable).			
(3)	Rates for regularly required consumables / spares / optional accessories should be quoted in given format "Annexure VII" separately.			
(4)	The rates should be quoted in Indian Rupees in figure as well as in words only.			

*Note☺✓) in applicable column.

[For office use only] Bid is Accepted/rejected

Signature-----

Signature-----

Signature-----

with name & date

with name & date

with name & date

TERMS & CONDITIONS OF SUPPLY ORDER'S

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 16.00 pm 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 Stores Officer in respective stores.
5. The bill should be in printed form having printed bill number, TIN/GST Registration Number as well as D.L. No. (Whereas applicable).
6. Supply period will be as per clause no. I of General Terms & Conditions.
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 delayed supply subject to maximum of 10% of the value of the order.
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.
10. *In case it is a computer-generated bill, it must have the seal of the firm affixed on it.*

ANNEXURE-X

MANUFACTURER AUTHORIZATION FORM

To,
The Director
AIIMS, Bhopal
Saket Nagar, 462020 (MP) INDIA

Dear Sir,

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

We, _____ who

are _____ proven and reputable manufacturers of

(name and description of Equipment/Stores offered in the tender) having factories at

_____, hereby
authorize 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 tender which are
manufactured by us.

- 2) 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 Equipment/Stores manufactured by us.
- 3) We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of Spares parts for the period of 10 years for supplied equipment to AIIMS Bhopal.
- 4) We also confirm that the rate quoted by our authorized agent shall not exceed the rate which we would have quoted on direct participation.

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.
3. We also undertake to provide all up dates (at our own) of the equipments free of cost during the warranty /guarantee period along with spare parts.

ANNEXURE – XI

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Flow Cytometer with High End Cell Sorter to the Central Instrumentation Facility.

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 (365 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 additional 90 Days (Ninety days) after the period of tender validity (365 Days) i.e. total validity of EMD should be 12 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

ANNEXURE–XII

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Flow Cytometer with High End Cell Sorter to the Central Instrumentation Facility.

PERFORMANCE/CMC SECURITY BANK GUARANTEE FORMAT

To,

The Director

**All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal-462020 (MP) INDIA**

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no. _____ dated _____ to supply (Equipment/Stores and services) (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 from nationalized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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 63 (Sixty Three) months from the date of satisfactory installation of the Equipment/Stores 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

ANNUAL RATE CONTRACT AGREEMENT FORMAT

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

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Flow Cytometer with High End Cell Sorter to the Central Instrumentation Facility.

This agreement is made at Bhopal on the day of Two Thousand Nineteen between Director, AIIMS Bhopal acting through, All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal-462020 (MP) (hereinafter called 'AIIMS Bhopal' which expression shall, unless repugnant to the context or meaning there of 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 'AIIMS Bhopal' is desirous to engage the 'Agency' for Supply of approve in response to Purchaser's e-Tender 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 Item, make, model, country of Origin and Standard Accessories offered with main Equipment	Unit	Approved Unit Price (Rs.)	Terms of delivery (FOR)
01	Bench-Top Flow Cytometer with High End Cell Sorter workstation	01 Set		

Any other additional services (if applicable) and cost there of:.....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. Civil/Elect/Mechanical/ Other) and its accessories (Civil/Elect/Mechanical/Other) required for make the supplied equipment functional at AIIMS Bhopal, 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 expiry of warranty period (for equipments					Total CMC Cost for 5 Years	TAXES (IF ANY)	Total CMC Cost for 5Years including Taxes
		1 st t _{yr}	2 nd yr	3 rd Yr	4 th , Yr	5 th yr			
	Flow Cytometer with High End Cell Sorter								
Total									

2. 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.
3. 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 up to 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.
4. 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- Tender) 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/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/Stores Officer, 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.

17. **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 General Terms & Condition Vide Clause “E” shall be deducted from the pending Bill/Performance Security Deposit of the Second Party by First Party.
18. **5 Years CMC 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 5 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 as per the **General Terms & Condition, Vide Clause “F”** of this e-Tender.
19. **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. Maximum delay of only 15 days is admissible subject to applicable penalty deduction as per **General Terms & Condition, Vide Clause “M”**.
20. **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 premises at designated place as per

General Terms & Condition, Vide Clause “N”.

21. Payment:-

a) On delivery:

75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate 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;
- (vi) Certificate of origin.
- (vii) Warranty Certificate.

b) On Acceptance:

Balance 25% payment would be made against Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

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 + 3 months (valid for i.e. 63 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 to First Party.

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

Here unto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhopal in the presence of the witness:

For and on behalf of the ' Agency '	For and on behalf of the " Director, AIIMS Bhopal "
Signature of the authorized Official Name	Signature of the authorized Officer
of the Official	Name of the Officer
Stamp/Seal of the ' Agency '	By the said
SIGNED, SEALED AND DELIVERED	Name
By the Said	on behalf of the " Director, AIIMS Bhopal "
Name on behalf of the ' Agency '	in presence of
in presence of	Witness 1: Signature
Witness 1: Signature:	Name & Address
Name & Address	Witness 2: Signature
Witness 2. Signature	Name & Address:
Name & Address:	

ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL		
PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)		
PFMS UNIQUE CODE :-		
VENDOR REGISTRATION FORM		
S. No.	Head Name	Details
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number	
5	GSTIN	
6	Aadhaar Number	
7	TAN Number	
8	TIN Number	
9	Service Tax No	
10	Address1	
11	Address2	
12	Address3	
13	City	
14	Country	
15	State	
16	District	
17	Pin Code	
18	Mobile No.	
19	Phone No.	
20	Email ID	
21	Bank Name	
22	IFSC Code	
23	Account Number	
DATE :		
PLACE :		VENDOR SIGNATURE WITH SEAL
Department Name:		Forwarded by HOD/Incharge
Note:	All related documents also enclosed with this form self-attested	