



अखिल भारतीय आयुर्विज्ञान संस्थान

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

साकेत नगर भोपाल (मध्यप्रदेश) – 462020

Saket Nagar, Bhopal (M.P.) – 462020

Website : www.aiimsbhopal.edu.in

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

E-TENDER DOCUMENT

Name of the E-Tender: Supply, Installation, Testing & Commissioning of N A N O Spectrophotometer Department of Biochemistry, AIIMS Bhopal.

E Tender No. 019 AIIMS Bhopal/Biochemistry/Nano- Spectrophotometer/2017-18/01 Dated: 18.10.2017

Notice Inviting e-Tender

On behalf of Director, AIIMS Bhopal, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers/Firms/Companies/Authorized Agents/Distributors/ Dealers on line through **E- Tendering solution portal of AIIMS Bhopal (<https://www.tenderwizard.com/AIIMSBHOPAL>)** on mutually agreed terms and conditions and satisfactory performance for the **Supply, Installation, Testing & Commissioning of Nano- Spectrophotometer** to the Department of Biochemistry at AIIMS Bhopal, Saket Nagar, Bhopal-462 020, 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 AIIMS Bhopal will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:

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

For E-tendering Queries contact Representative of ITI Limited (Bhopal). Email:

twhelpdesk674@gmail.com , Mob: 09981783170, 9039006656.

AIIMS Bhopal Email: stores@aiimsbhopal.edu.in, 0755-2672318

E-TENDER SCHEDULE

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano Spectrophotometer to the Department of Biochemistry.

Date of availability of E-Tender document in the AIIMS Bhopal E-Tendering Solution portal	: As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL www.tenderwizard.com/AIIMSBHOPALwww.aiimsbhopal.edu.in and CPP Portal www.eprocuregov.in for downloading/participating
Pre-Bid Meeting	: As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL in the Office of Stores Officer, 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 Office of the Stores Officer, AIIMS Bhopal, Saket Nagar-462 020 (MP)
Date, Time & Place of Opening of Technical Bid	: The Technical Bid open online as per the schedule given in the https://www.tenderwizard.com/AIIMSBHOPAL
Tender Document Cost payable to AIIMS Bhopal	: To be downloaded from website hence no cost applicable.
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
Earnest Money Deposit (EMD) :	: (i). EMD Rs. 16,400/- in the form of DD/FDR/BG from the nationalized bank valid for 12 months in favor of Director, AIIMS Bhopal.

(ii). EMD should be as per below mentioned Table No. 1 in the form of DD/ FDR/Bank Guarantee drawn from any Nationalized Bank in favour of “Director, AIIMS Bhopal”, payable at Bhopal and shall be submitted original hard copy in a sealed envelope before or on time & place indicated in tender schedule above. The AIIMS Bhopal will not pay any interest on any EMD Amount to bidder.

Table No.: 1EMD Amount

Item No.	Brief Description of Nano Spectrophotometer For Biochemistry Department (For detailed Technical Specs see Annexure-1)	Tentative Qty.	EMD (Rs.)
1.	Nano Spectrophotometer	1 No.	16,400.00
Tenderer needs to deposit the EMD Amount as per above mentioned Item in the Form of DD/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 in sealed envelope should be submitted along with Technical documents in the Technical Envelope before the Date of Submission of Bid in the Box kept in the Office of Stores Officer, Central Stores Department, Medical College Building, AIIMS Bhopal, 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-tendering portal**. The clarification of the queries would be uploaded on the website for Bidders information. Bidders are required to consider all the clarifications/amendments while preparing their bid proposals. **Therefore, Bidders 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 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 posted on the website regularly. AIIMS Bhopal shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS Bhopal till 7 days before the deadline for submission of bids, shall be binding on the participatory bidders.

Two Bid System Terms & Conditions

The tender shall be submitted in 2 (Two) parts online:

- (i) **Technical Bid:** All required documents submitted to be online.
- (ii) **Financial Bid:** The Financial Bids of bidders, who qualify at Technical Bid Stage, will be opened thereafter.

The required hard copies of respective bids shall be submitted separately in sealed envelopes before closing dates of the bids. The documents for respective bids shall be uploaded under respective bids sections of the e-tender solutions on portal.

- **Validity of Tender & Period for Rate Contract:** The validity of the Bid tender Document shall be for 90 days and after the acceptance and issue of Notification of award/conclusion of Rate Contract Agreement in the Format given at **Annexure- XIII**, the rates shall be valid for initial one year extendable further One year on mutual agreement basis after completion of initial One year period.
- **EMD (Refundable after expiry of the tender on e-Tendering solutions):** AS PER SCHEDULE ON E-TENDERING PORTAL (NIT Table No.1) against this Tender Notice:
 - No interest shall be payable by the purchaser on the Earnest Money Deposit.
 - **Exemption:** Firms registered with NSIC (for sale or medical equipment) 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 etc.) to avail this exemption.

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.

(i) **TECHNICAL BID:**

- (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:

- **Hard Copies of EMD, and Undertakings (A, B & C below)** should be submitted in a sealed envelope in original in the Tender Box Kept in the Office of Stores Officer, Medical College Building, Central Stores Department, AIIMS Bhopal, Saket Nagar, Bhopal- 462020 on or before Closing of the bid superscripted as **Name of the E-Tender:** Supply, Installation, Testing & Commissioning of Nano Spectrophotometer to the Department of Biochemistry.

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

- A. EMD (as per NIT Table No. 1) in the form of DD/FDR/BG in the format given at “Annexure-XI” from nationalized Bank, in favor of “Director, AIIMS Bhopal” valid for (12) Twelve 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 Rs. 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 Rs. 100/- as per **Annexure – III**, duly attested by notary public.

(2) Documents to be uploaded on e-tender solutions:

- 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 two quarters VAT/ST returns filed by the participating company as applicable for current financial year 2016-2017.
- III. Signed and Scanned Copy of GST/TIN Certificate showing clearly GST/TIN 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 “Un-priced List of participating Items” for those items, the participating firm interested to be participate against this tender enquiry as per Schedule of Requirement (Annexure-I) should be uploaded for calculation purpose of EMD submitted by the firm during Technical Bid evaluation.
- VI. Signed and scanned copy of Income Tax return of the firm/company for the last three financial years (i.e. FY FY 2013-14, 2014-15, 2015-16) must require uploading.
- VII. Signed and attested legible scanned copies of average Turnover for during last three Financial Years (FY 2014-15, 2015-16, 2016-2017) of the participating firm for each participating item wise. It means that the if firm want to participate in one or more items, its Turnover Amount should be the addition of each of participating item as per mentioned below must uploaded in E-Tendering solution:-

The Scanned Copies of previous supply orders, as per above values are required to be uploaded for Technical eligibility evaluation as per above.

The scanned copy of the Last Three Financial Years (FY 2013-14, 2014-15, 2015-16), Turnover figures clearly showing duly signed, Stamped by the Company Secretary/Chartered Accountant in the Letter Head must be required to be uploaded.

VIII. Relaxation to MSEs:

In respect of startup Micro and Small Enterprises the constitution of prior turnover and prior experience is relaxable subject to meeting of quality and technical specifications. Nevertheless MSEs shall enclose self-attested copies of audited account of turnover since start up to year ending by of 31st March 2016. The self-attested copies of work order executed since startup to the month proceeding to the month of opening this tender will also be enclosed for verification and assessment.

- IX. 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.
- X. Digitally Signed copy of the referenced e-Tender ID Tender Document is must be uploaded.
- XI. Signed and Scanned Check list of Technical required documents as per **Annexure-IV** must uploaded in the respective Technical Bid Document Slot in the e-Tendering solution.

Note: All above documents shall be uploaded on e-tender solutions serially and page numbered legibly. E-bid with absence of any document will invite rejection bid and no further communication in any form shall be entertained .i.e. above documents are mandatory for qualification to next stage of the bid.

Only those bidders who qualify the Technical Stage after evaluation of above said Technical 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** above shall be considered for Financial Evaluation and shall intimated separately.

NOTE

*The original copies of first four documents i.e. EMD, Undertaking for Acceptance of Terms & Conditions and Criminal Liability undertaking shall be submitted in physical form in the Tender Box kept in the Office of Stores Officer, AIIMS Bhopal, Saket Nagar, Bhopal-462 020(MP) India on/Closing of the bid submission on e-tender solutions in a sealed envelope super scripted the **Only above said documents are to be submitted in physical form.** No need to submit other documents. Tender shall not be accepted if the bidder fails to submit these documents. In case uploaded copy is not legible, bidder shall be asked to submit self-attested copy of the illegible document.*

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

- (3) 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:

- I) Original Catalogues properly numbered should be submitted as hard copies
- II) 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 envelop and superscripted as

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

(Also upload signed & scanned copies of above documents)

(4) **Documents to be uploaded on e-tender solutions:**

- 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 (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. 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 scanned copies of 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.
- V. Signed & scanned copies of previous Orders, Installation executed by them for identical/similar stores for any Government Hospital /Govt. Institution of India/PSUs, with copies thereof, in the last three years.
- VI. Signed and Scanned copies of ISO/CE (EUROPEAN)/USFDA/UL/BIS valid certifications from competent authority with clearly showing validity date in respect of quoted item.
- 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 that are statutorily/technically relevant and supportive to bid documents.
- IX. Signed and Scanned Check list of Technical Bid required documents as per **“Annexure-IV”** must uploaded in the respective Technical Bid Documents Slot in the e-Tendering solution.

(ii) FINANCIAL BID

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

(Also submit signed & scanned copies of above documents)

1. 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.
2. All quoted rates should be inclusive of freight charges, packing charges, forwarding & insurance Charges, Transportation, 5 Years Onsite Warranty inclusive of all spares & Labour, Sales Tax/VAT etc. Free of cost consumables (**if applicable**) for three months period is 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).
3. 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.
4. The supply of Equipment/Goods/Stores/Articles 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 upto F.O.R. to AIIMS Bhopal.
5. 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-VII**” for each Equipment/item (on which the Warranty/Guarantee applicable).
6. Rates for regularly required consumables / spares / optional accessories should be quoted in given format “**Annexure VIII**” separately.
7. The rates should be quoted in Indian Rupees in figure as well as in words only.
8. Signed and Scanned Check list of Financial Bid required documents as per “**Annexure- VIII(a)**” must uploaded in the respective Financial Bid Documents Slot in the e-Tendering solution.
9. The Bidder should also kept following points in mind during offering his price quotation against this 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 up to 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.
 - IV. **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/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Stores Officer, 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 will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

- V. If the bidder requires 'D' form, the same will be provided by the Medical College. "The Custom Duty Exemption Certificate" and "Essentiality Certificate" will be provided by Medical College for imported goods/stores covered under the OGL (Open General License) Policy.

(Stores Officer)
AIIMS Bhopal

GENERAL TERMS AND CONDITIONS

- A. 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.
- B. The model of the equipment offered should not be obsolete /out of production for next 5 years.
- C. **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.
- D. 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.
- 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).

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 7X 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. 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.

E. 5 Years onsite GUARANTEE/WARRANTY inclusive of all Spares and Labour and after completion of 5 Years WARRANTY period price for 5 Years CMC: -

The bidder will give an onsite 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 Medical college against all losses incurred by the

Medical college 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 quote for CMC charges 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).

- F. 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.
- G. 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**.
- H. Additional features (in case of equipment), if any, should be listed separately in the offer.
- I. 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.
- J. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.
- K. 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.
- L. **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 inclusively by the suppliers.
 - II. The firm will be bound to supply the items of Indian make within 35 days and imported items in 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 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.

M. 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.

N. PAYMENTS: -

Payment of 80% value of the Purchase order shall be released on the basis of Consignee Receipt Certificate (CRC) by the nominated committee.

- (i) Four copies of supplier's invoice showing contract number, Items description, quantity, unit price and total amount.
- (ii) Delivery Challan.
- (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) Insurance Certificate.
- (vii) Supplier's warranty certificate & final testing technical specification report.

Balanced 20% payment shall be released only after installation and Submission of Final Acceptance Certificate (FAC) granted by the committee.

O. 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.

P. 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).

Q. 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).

R. 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.

S. 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.

T. 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**".

U. Buy-Back Offer : In case of a availability of a new Version of the existing Equipment, Institute may go for the same for replacement on Buy - Back offer basis. The Tenderer should mention his offer for buy back of the Equipment/Machinery /Plant / Instruments/ Apparatus stating the percentage of Basic cost of the old Equipment and other condition if any.

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.

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.

**(Stores Officer)
AIIMS Bhopal**

Please see annexure enclosed: - Annexure-I to XIII

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

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. Tentative list of Equipment/Instruments required for Biochemistry given in requirement schedule may be purchased immediately and Tenderer should be brought on site samples 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/Stores Officer, AIIMS Bhopal) for procurement of required Equipment/Instruments for Hospital functioning.
3. Future orders will be expedited by achieving a Rate Contract as per the terms and condition of the Tender Document by offering a blender bus discount (overall discount on print rate) on the company's Rate in their printed Catalogue.
4. The quantity intimated with this tender is only the initial estimation for starting phase of Medical college 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 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".

List of Equipment, Required Technical Specification and Tentative Qty.

Nano-spectrophotometer for Department of Biochemistry

S. No.	Item Name	Item Description with its brief	Qty.	Unit
1.	Nano-spectrophotometer	<ol style="list-style-type: none">1. Instrument Control- Built-in touch screen2. Minimum Sample Volume- 1 microliter or less3. Mode of detection- Pedestal and micro-cuvette both4. Limit of Detection- (dsDNA) for cuvette - 0.2ng/microliter or better5. Measurement and Data Processing Time-≤ 10 sec6. Wavelength Range- 200–800 nm or better7. Wavelength Accuracy-≤ ±1 nm8. Light Source-Xenon Flash Lamp9. Light Source-Xenon Flash Lamp10. Operating voltage and operation system (preferably Android™ OS with 32 GB flash memory or better) : Compatible to Indian conditions and PCs (USB-A ports, Ethernet, Bluetooth and Wi-Fi)11. PC software requirement -Windows 7 and 10, 64 bit with laser printer12. 7-10 inches, high-definition color display13. Recognition Type - Single point, single point hold, swipe, pinch and Compatibility with gloves.14. (Optional) Temperature control in cuvette for performing temperature dependent experiments like enzyme kinetics etc.	1	Nos.

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nanospectrophotometer to the Department of Biochemistry.

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-462 020 (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 (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. The supplier should arrange for a demonstration of the equipment, preferably within the medical college premises to duly constituted committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of such demonstration shall be borne by the bidder.
5. 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 herewith 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).
6. 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.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
8. 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.
9. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.

10. 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 within 35 days for Indian make items and within 90 days for imported items. 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.

11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
13. 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.
14. 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.
15. I/We undertake supply of free of Cost Consumables for running of Equipment for three Months period with each of supplied equipment for make it operational at the AIIMS Bhopal site.
16. 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 Equipment's 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.....

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

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/VAT/ Sales Tax/ Blacklisting is pending against my firm.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

ANNEXURE-IV

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

TECHNICAL BID DOCUMENTS CHECK LIST

(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

(Upload Signed and scanned copy of following Bid Document Slot of E-Tendering Solution)

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 Stores Officer, AIIMS Bhopal, Saket Nagar, Bhopal-462 020(MP) before the Closing date given in the e- Tendering Schedule against this e-Tender ID.			
A	EMD Amount for participating Items (as per NIT Table No. 1) in the form of DD/FDR/BG in the format given at "Annexure-XI" from nationalized Bank, in favor of "Director, AIIMS Bhopal" valid for (12) Twelve 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 Rs. 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 Rs. 100/- as per Annexure – III , 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 two quarters VAT/ST returns filed by the participating company as applicable for current financial year 2016-2017.			
III.	Signed and Scanned Copy of GST/TIN Certificate showing clearly G S T / TIN 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 "Un-priced List of participating Items" for those items, the participating firm interested to be participate against this tender enquiry as per Schedule of Requirement (Annexure-I) should be uploaded for calculation of EMD submitted by the firm during Technical Bid evaluation			
VI.	Signed and scanned copy of Income Tax return of the firm/company for the last three financial years(i.e. FY 2013-14, 2014-15, 2015-16).			

VII.	Signed and attested legible scanned copies of average Turnover for during last three Financial Years (FY 2013-14, 2014-15, 2015-2016) of the participating firm for each participating item wise. It means that the if firm want to participate in one or more items, its Turnover Amount should be the addition of each of participating item as per mentioned below must uploaded in E-Tendering solution:- The scanned copy of the Last Three Financial Years (FY 2013-14, 2014-15, 2015-16), Turnover figures clearly showing duly signed, Stamped by the Company Secretary/Chartered Accountant in the Letter Head must required to be uploaded.			
VIII.	Singed and attested legible scanned copies of Previous Purchase Orders of supply of Items as mentioned in the Schedule of Requirement at "Annexure-I" or each participating item wise) with showing values as follows : The Scanned Copies of previous Orders, as per above			
IX.	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 be uploaded in support for necessary verification on e-Tendering solution.			
X.	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.			
XI	<u>MANDATORY DOCUMENTS SELF ATTESTED:</u> 1. Bank Name: 2. Account No.: 3. IFSC Code: 4. Aadhaar No.			
(3)	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: (Absence of the any documents tender may be rejected). Serial Number of submitted documents should be in sequence as mentioned below: (I) Original Catalogues properly numbered should be submitted as hard copies (II) 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			
(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 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 & Legible scanned copies of previous Orders, Installation executed by them for identical/similar stores for any Government Hospital /Govt. Institution of India/PSUs, with copies thereof, in the last three years.			
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 Catalog, Technical Details, Specifications etc.) that are statutorily/technically relevant and supportive to bid documents must also uploaded.			

*Note:(v) in applicable column.

[For office use only] Bid is Accepted/rejected

Signature -----

with name & date

Signature -----

with name & date

signature -----

with name & date

TECHNICAL BID

(Upload signed & scanned copy with technical bid documents)

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

<i>Tender Item Group No/ Item No.</i>	<i>Name of the item (as per the Tender Schedule of Requirement Annexure-I)</i>	<i>Make & Model Quoted</i>	<i>Indian/ Imported / Country of Origin</i>	<i>Catalogues YES/NO</i>	<i>Demonstration Yes / no</i>	<i>Deviation to specification if any with reason</i>
1	Nano-Spectrophotometer					

Signature, Name of Authorized Person of the Bidder with seal

Date:.....

Place:.....

Contact Cell No. :

Email ID :

FINANCIAL BID

ANNEXURE – VI

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

<i>Tender Item Group No/ Item No.</i>	<i>Name of the item (as per the Tender Schedule of Requirement Annexure-I)</i>	<i>Make & Model Quoted, Country of Origin</i>	<i>Basic Price per unit</i>	<i>Taxes (in % and Amount in figures on Column (4))</i>	<i>Other Expenditure (if any) on Column (4)</i>	<i>Per Unit Total Price inclusive of all upto F.O.R. (in Figures)</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
1.	Nano-Spectrophotometer					

1. The Rates should be quoted in INR only with inclusive of all taxes; viz. Freight, Packing, Forwarding, Insurance, Transportation, Octroi, 5 Years Onsite Warranty inclusive of all spares & Labour, applicable Sales Tax/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. L1 will be decided on total cost of the each Equipment plus Cumulative total of CMC charges for 5 years after expiry of 5 years warranty/guarantee period.
5. The rates of current GST (State/Central) chargeable may, however, be given in percentage separately. Non indication would denote nothing would be charged as GST.

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

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

Name of the Firm

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

ANNEXURE – VII

CMC CHARGES

(Applicable only if participating for Equipment)

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

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

<i>Tender Item No.</i>	<i>Name of the Equipment</i>	<i>Rates of CMC</i> <i>(CMC after 5 year warranty period)</i>					<i>Total CMC Cost for 5 Years</i>	<i>TAXES (IF ANY)</i>	<i>Total CMC Cost for 5 Years including Taxes</i>
		<i>1styr</i>	<i>2ndyr</i>	<i>3rdYr</i>	<i>4thYr</i>	<i>5thyr</i>			
1	Nano-Spectrophotometer								
Total									

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

Name of the Firm

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

ANNEXURE – VIII

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

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

<i>Tender Item No.</i>	<i>Name of the item (as per the Tender Schedule of Requirement Annexure-I)</i>	<i>NAME OF THE CONSUMABLE / SPARE / OPTIONAL ACCESSORIES</i>	<i>UNIT</i>	<i>PRICE (IN Rs.) PER PIECE OR PER UNIT/TEST (IN FIGURE)</i>	<i>PRICE (IN Rs.) PER PIECE OR PER UNIT/TEST (IN WORDS)</i>	<i>*TAXES & Other Expenditure IF ANY</i>

- The rates should be inclusive of everything viz. freight charges, packing charges, Transportation and Octroi etc. but exclusive of GST.
- * *The rates of current GST (State/Central) chargeable may, however, be given in percentage separately. Non indication would denote nothing would be charged as GST.
- 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 FirmDate.....Place.....

FINANCIAL BID DOCUMENT CHECK LIST (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	Remarks
(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, Sales Tax/VAT 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> <p>GST will be applicable as per the Govt. Policy.</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-VII ” 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 VIII ” separately.			
(4)	The rates should be quoted in Indian Rupees in figure as well as in words only.			

*Note:(v) in applicable column.

[For office use only] Bid is Accepted/rejected

Signature -----

Signature -----

signature -----

with name & date

with name & date

with name & date

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

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 16.00pm 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 Stores Officer in respective stores.
5. The bill should be in printed form having printed bill number, GST/CST/TIN Number as well as D.L. No. (Whereas applicable).
6. For Indian goods supply time will be 35 days and for imported items 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.
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.*

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

MANUFACTURER’S “ AUTHORIZATION” 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/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 Equipment/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 Equipment/Stores manufactured by us.

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.

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.

Name of the E-Tender: Supply, Installation, Testing & Commissioning of Nano-Spectrophotometer to the Department of Biochemistry.

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 Nano-Spectrophotometer to the Department of Biochemistry..

PERFORMANCE/CMC SECURITY BANK GUARANTEE FORMAT

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 (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;

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 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 authorised 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

ANNEXURE–XIII

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 Nano-Spectrophotometer to the Department of Biochemistry..

This agreement is made at **Bhopal** on the _____ **day of Two Thousand Seventeen** 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 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 '**AIIMS Bhopal**' is desirous to engage the '**Agency**' for Supply of approved _____ 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	Nano-Spectrophotometer	01 Nos		

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. 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 (for equipments)					Total CMC Cost for 5	TAXES (IF ANY)	Total CMC Cost for 5 Years
		1 st yr	2 nd yr	3 rd yr	4 th yr	5 th yr			
	Nano-Spectrophotometer								
Total									

- 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 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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 General Terms & Condition Vide Clause "E" shall be deducted from the pending Bill/Performance Security Deposit of the Second Party by First Party.
10. **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 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 as per the **General Terms & Condition, Vide Clause "F"** of this e-Tender.
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. Maximum delay of only 15 days is admissible subject to applicable penalty deduction as per **General Terms & Condition, Vide Clause "M"**.
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 premises at designated place as per **General Terms & Condition, Vide Clause "N"**.
13. **Payments:-** First Party will made Payments to Second Party only after the completion of the project/supplies/installation, Testing & commissioning of Equipment as per terms and conditions and specification against the respective e-Tender/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance & demonstration in case of equipment in the concerned user department in good condition against the pre-receipted bills in triplicate along with delivery challans. The CST/Sales Tax/GST/Excise Duty/Custom Duty and any other Taxes of Statutory bodies should included in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Income Tax rules to Supplier Agency after satisfactory acceptance of supplied Goods/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 Seventeen 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 _____ Name</p> <p>on behalf of the 'Agency' in presence of</p> <p>Witness 1: _____ Name : _____ Address: _____</p> <p>Witness 2: _____ Name : _____ 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 _____ Name</p> <p>on behalf of the "Director, AIIMS Bhopal" in presence of</p> <p>Witness 1: _____ Name: _____ Address: _____</p> <p>Witness 2: _____ Name : _____ Address: _____</p>
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