

### 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

#### **NOTICE INVITING TENDER**

# Rate Contract, Supply & Installation for Forensic Medicine & Toxicology Department Equipment.

Tender No.:157.1
AIIMS Bhopal/HC/RC/FMT Equipment/2015-16/01 Dated: 01.01.2016

Date of Issue of Tender Document : 01.01.2016
Last Date of Submission of Tender : 25.01.2016

Cost of Tender Document : Rs. 1050/- (Non-Refundable) by

the way of Demand Draft in Favour of "Director, AIIMS

**Bhopal, Payable at Bhopal** 



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#### **NOTICE INVITING TENDER**

### **Tender No.:157.1** AIIMS Bhopal/HC/RC/FMT Equipment/2015-16/01 Dated: 01.01.2016

On behalf of Director, All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal - 462 020 (MP), the invites sealed tenders are invited in Two Bid System (Technical bid and Financial bid) from Reputed, Eligible and Qualified Tenderer Firms/Manufacturer to enter into Annual Rate Contract(s) for purchase of FMT Equipment, for AIIMS Bhopal.

Detailed Description and Term & Conditions of Tender Document may be seen and downloaded from AIIMS Bhopal website www.aiimsbhopal.edu.in or may be obtained directly from the Office of Stores Officer, 1<sup>st</sup> Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP) on any working day from 01.01.2016 to 24.01.2016 from 10.00 Hrs to 17.00 Hrs on Payment of Tender Document Cost of Rs. 1050/-(Non Refundable) in the form of DD, drawn from any Nationalized Bank in favour of "Director, AIIMS Bhopal"). Last date of submission of tenders is 25.01.2016 (Up to 14.00Hrs) in the Tender Box kept in the Office of the Stores Officer at address mentioned above.

> (Admin Officer) **AIIMS Bhopal**

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#### **NOTICE INVITING TENDER (NIT)**

### **Tender No.:157.1** AIIMS Bhopal/HC/RC/FMT Equipment/2015-16/01 Dated: 01.01.2016

- (1) On behalf of Director, AIIMS Bhopal, Saket Nagar, Bhopal 462 020 (MP), sealed tender are invited in Two Bid System (Technical bid and Financial bid) from reputed, eligible and qualified Rate Contract(s) for Supply and Installation of FMT Equipment as shown below appended herewith.
- (2) Schedule of Requirement:-

S No.	Name of item	Qty	EMD In Indian Rupees
Group 1	Down Draft Ventilated Autopsy table with Integral Sink	2	40,000.00
Group 2	Down Draft Ventilated, Stainless Steel, Dissecting Bench	1	20,000.00
Group 3	Cadaver Lift Conveyor style	1	16,000.00
Group 4	Air purifier / Odour control System	2	8,000.00
Group 5	Weighing machine for dead bodies	1	6,000.00
Group 6	Oscillating Electric Autopsy Saw (Bone Cutting, with blades and Dust Collector)	2	30,000.00
Group 7	Cadaver / Autopsy Carrier (Non Elevating)	2	2,000.00
Group 8	Hand held Metal detector	1	1,000.00
Group 9	Walk In cooler	1	40,000.00

#### (3) Schedule of Tender:-

S No.	Schedule	Particulars		
1	Cost of Tender Form	Rs. 1050/- (One Thousand Fifty Only) Non Refundable in the Form of DD in favour of "Director, AIIMS Bhopal" from any Nationalized bank. Those who have downloaded the tender		
		document should submit the Tender Document cost in the form of DD in Technical Bid Envelop. <u>Postal Order/Cash/</u> Cheque are not acceptable.		
2	Place of Sale of Tender Enquiry Document	The Office of the Stores Officer, 1 <sup>st</sup> Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)		
3	Date of Sale of Tender Document	From 01.01.2016 to 24.01.2016 on any working day from 10.00 Hrs to 17.00 Hrs.		
4	Pre Bid Tender Meeting ( Date, Time & Venue )	11.01.2016 from 15.00 Hrs onwards, at the Board Room, First Floor, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020(MP)		

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		-
		25.01.2016 ; 14.00 Hrs,
-	Date and Venue of Submission of	In the Tender Box kept in the Office of the Stores Officer , 1 <sup>st</sup>
) 3	Tender	Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket
		Nagar, Bhopal-462 020 (MP)
		25.01.2016 ; 15.00 Hrs
	Date and Venue of Opening of	in the Office of the Stores Officer, 1 <sup>st</sup> Floor, E-Wing, Medical
6	Technical Bid	College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020
		(MP)

Tender Enquiry documents containing detailed specifications along with terms and condition can be had in person from the Office of Stores Officer , 1<sup>st</sup> Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP) on any working day from 01.01.2016 to 24.01.2016 from 10.00 Hrs to 17.00 Hrs (till a day prior to the closing date of receipt of bid indicated above). The Tender Document can also be downloaded from the AIIMS website (<a href="http://www.aiimsbhopal.edu.in">http://www.aiimsbhopal.edu.in</a> /www.aiimsbhopal.nic.in / www.eprocure.gov.in). In this case it is necessary for the Tenderer to pay the cost in the form of Demand Draft drawn in favour of "Director, AIIMS Bhopal", payable at Bhopal and is kept in the Technical Bid Envelope. The reference of the DD is to be super scribed on the main envelope of Technical Bid.

- (4) Tender Enquiry Documents may be purchased on payment of non-refundable fee (as mentioned above in Point No. (1) in Indian currency or an equivalent amount in foreign currency) by way of <a href="Demand Draft drawn in favour of "Director, AlIMS Bhopal" payable at Bhopal</a>. (Postal Orders/Cash/Cheque are not acceptable).
- (5) The bidders may also download the tender documents directly from the website available at www.aiimsbhopal.edu.in. In such case, the bidders are required to submit the tender cost fee of Rs. 1050/-(as mentioned in Schedule of Tender of NIT at Point No. (1)Non-refundable) by way of separate demand draft drawn in favour of "Director, AIIMS Bhopal" payable at Bhopal for each tender separately and the same should essentially be enclosed along with the technical bid. The bidders should specifically super-scribe, "Downloaded from the website" on the top left corner of the outer envelope containing technical bid & price bid separately. In no case the tender cost should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.
- (6) It is the responsibility of the Bidders to ensure that their Bids, are dropped (Bid) in the Tender Box kept in the Office of the Stores Officer, 1<sup>st</sup>Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal 462 020 (MP).
- (7) All Tenders must accompany the EMD of prescribed amount to be deposited through Bank Guarantee/Demand Draft drawn in favour of the "Director, AllMS Bhopal" along with the tender (Technical Bid). No interest is payable on EMD. Tenders without EMD shall be summarily rejected.
- (8) All prospective Tenderers are advised to attend the Pre Bid Tender meeting at AIIMS Bhopal. The venue, date and time is indicated in the **Schedule of Tender of NIT at Point No. (4)**
- (9) In the event of any of the above mentioned dates being declared as a holiday/closed day for AIIMS Bhopal, the tenders will be sold/received/opened on the next working day at the prescribed venue and time.
- (10) The Supply Lead Time of FMT Equipment are very important factor to the Purchaser (i.e. for AIIMS Bhopal), Only those Tenderers should participate, who are confident to complete the entire work/job within 8 week time after receiving of Supply Order/Notification of Award.

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- (11)This Tender Enquiry Document is not transferable.
- (12)The Tender Document has been divided into the following chapters:
  - a. Chapter-1: General Instructions to Bidders (Page No. 6)
  - b. Chapter-2: Terms and Conditions of Contract (Page No.7 to 19)
  - c. Chapter-3: Technical Specifications (Page No. 20 to 29)
  - d. Chapter-4: Bank Guarantee From Performance Security/CMC Security (Page 30)
  - e. Chapter-5: Manufacturer's Authorization Form (Page-31)
  - f. Chapter-6: Price Schedule (Page-32 to 35)
  - g. Chapter-7: Technical Bid (Page-36-37)
  - h. Chapter-8: Check List (Page- 38-40)
  - i. Chapter-9: Consignee Receipt Certificate (Page-41)
  - j. Chapter-10: Final Acceptance Certificate By Consignee (Page-42)
  - k. Chapter-11: Tender Form (Page-43)

(Admin Officer)



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#### **Chapter-1**

Tender No.:157.1 AIIMS Bhopal/HC/RC/FMT Equipment/2015-16/01 Dated: 01.01.2016

#### **General Instruction to Bidders**

#### Purchase of FMT Equipment.

- Sealed tenders are invited under two bid system (Part-I Technical bid & Part-II Financial bid) from prominent Manufacturers/ Authorized Dealers/Whole-sellers on annual Supply basis, for a period of one year from the date of commencement of award. If the performance is found satisfactory, the contract would be extendable further for a period as may be agreed mutually (not beyond 1 year) by both the parties.
- 2. The cost of Tender Document is Rs. 1050/- (One Thousand Fifty Only) (Non Refundable). Tender document can be had in person from the Office of the Store Officer on any working day from 01.01.2016 to 24.01.2016 during 10:00 to 15.00 Hrs. except Saturday/Sunday/Holyday on payment of said cost in the form of Demand Draft in favour of "Director, AlIMS Bhopal", payable at Bhopal. The Tender Document can also be downloaded from the AlIMS website (<a href="http://www.aiimsbhopal.edu.in">http://www.aiimsbhopal.edu.in</a>). In this case it is necessary for the Tenderer to pay the cost in the form of Demand Draft drawn in favour of "Director, AlIMS Bhopal", payable at Bhopal and is kept in the Technical Bid Envelope. The reference of the DD is to be super scribed on the main envelope of Technical Bid.
- 3. The amount of Earnest money deposit (EMD) is item wise as Group-1 = Rs. 40,000/-, Group-2 = Rs 20000, Group-3 = Rs 15700, Group-4 = Rs 8000, Group-5 = Rs 6000, Group-6 = Rs 30000, Group-7 = Rs 2000, Group-8 = Rs 1000, Group-9 = Rs 40000 (Non-Interest bearing). This Earnest money deposit is compulsory and equal to all the prospective bidders, for their respective Group want to participate in this Tender. The Bidder is required to deposit earnest money along with their Technical Bid document in Technical Bid Envelope in the form of Banker's Cheque/Demand Draft (Non-Interest Bearing)/FDR from any Nationalized Bank and the same should be drawn in favour of "Director, AIIMS Bhopal" payable at Bhopal.
- 4. The Tenderer is required to prepare two sealed cover super scribed as (i) Cover-I-Technical Bid, and (ii) Cover-II Financial Bid. Both covers should be kept in one main sealed cover super scribed as "Tender for Purchase of FMT Equipment due on 25.01.2016".
- 5. The tenderer has to drop the cover sealed in above manner in the Tender Box kept at the Office of the Store Officer, 1<sup>st</sup> Floor, E-Wing, Medical College Building, AlIMS Bhopal, Saket Nagar-462020 (MP) on or before 25.01.2016 by 14.00 Hrs. positively. The tender shall not be accepted beyond the stipulated date and time under any circumstances whatsoever.
- 6. The Technical bid will be opened on the same day at 15.00 hrs by a Committee constituted by the competent authority of AIIMS Bhopal, in its office in the presence of the Tenderers or their authorized representative who wish to be present. The date and time for opening of Financial Bids of the technically qualified Tenderers shall be communicated later as per convenience of this office.
- 7. The Authority reserves the right to reject/cancel any or all the tenders at any time or to relax/amend/withdraw any of the terms and conditions as contained in the Tender Documents without assigning any reason, thereof. Any inquiry after submission of the tender will not be entertained.
- 8. Bidders shall not approach for refund of EMD till the finalization of the tendering process and award of contract to qualifying Tenderer. The offer should remain valid for a minimum period of 90 days. EMD shall be refunded to the unsuccessful bidders within 30 days of award of contract to the successful bidder/bidders.
- AIIMS Bhopal reserves the full rights to increase/decrease the quantity of items in the tender as per requirement.
- 10. Any dispute is subject to the jurisdiction of Civil Court Bhopal.

(Admin Officer)

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#### **Chapter-2**

#### **Terms and Condition of the Contract**

#### 1. **Earnest Money Deposit (EMD)**

The Bidder shall furnish along with its tender, earnest money for amount as shown in the Schedule of Tender. The earnest money is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified as, in the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

The earnest money shall be denominated in Indian Rupees or for an equivalent amount in foreign currency. The earnest money shall be furnished in one of the following forms:

- (i) **Account Payee Demand Draft**
- (ii) Banker's Cheque and
- (iii) **Bank Guarantee**
- (iv) Fix Deposit receipt

The demand draft or banker's cheque shall be drawn on any scheduled bank in India or a commercial bank in the country of the bidder, in favour of the "Director, AIIMS Bhopal", payable at Bhopal. In case of bank guarantee, the same is to be provided from any scheduled bank in India or by a commercial bank in the country of the tenderer as per the format specified under Section XIII in these documents.

The earnest money shall be valid for a period of one year from the date of opening of Technical bid. As validity period of Tender will be of 9 months, the EMD shall be valid for 365 days from Technical Bid Tender opening date.

Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder(s).

Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security deposit within the specified period.

#### 2. **Eligible Bidders**

#### Minimum Technical Eligibility Criteria For prospective Tenderers:-

Bidders, who satisfy the Criteria below shall be qualified for Price Bid Opening after Technical Evaluation based on following Criteria:-

- a. Bidders should submit valid ISO Certificates, BIS, US FDA / European CE APPROVAL (True copies)
- b. The Bidders should have a valid factory license for Manufacturing, Assembling and Supply of HOSPITAL EQUIPMENT/INSTRUMENTS under the central govt.
- Bidders should have minimum experience of total 3 completed supply orders of FMT Equipment , in AIIMS New Delhi/PGI Chandigarh/JIPMER/ Govt./Semi-Govt. Hospitals/Corporate Hospitals related Organizations during the last 3 Years and duly certified documentary evidence of the same has to be produced by the concerned respective authorities, which should be either of the following:-

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	Description
Group 1	Bidder should have average annual financial turnover of Rs.20 LAKH in Hospital
-	Equipment/Instruments supply works, during the last three Financial Years ending 31st
	March 2015 and should not have incurred loss in last 3 years. A letter duly signed by the
	Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit
	& Loss Account must accompany with Technical Bid.
	i) Should have satisfactorily completed Similar Single Work of Rs. 16 Lakh
	OR
	ii) Should have satisfactorily completed <u>Two Similar works each costing Rs. 12 Lakh</u> OR
	iii) Should have satisfactorily completed ThreeSimilar Works each costing Rs. 8 Lakh
Group 2	Bidder should have average annual financial turnover of <b>Rs.10 LAKH in Hospital</b>
	Equipment/Instruments supply works, during the last three Financial Years ending 31st
	March 2015 and should not have incurred loss in last 3 years. A letter duly signed by the
	Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit
	& Loss Account must accompany with Technical Bid.
	i) Should have satisfactorily completed Similar <u>Single Work of Rs. 8 Lakh</u> OR
	ii) Should have satisfactorily completed <u>Two Similar works each costing Rs. 6 Lakh</u> OR
	iii) Should have satisfactorily completed Three Similar Works each costing Rs. 4 Lakh
Group 3	Bidder should have average annual financial turnover of Rs. 7 LAKH in Hospital
	Equipment/Instruments supply works, during the last three Financial Years ending 31st
	March 2015 and should not have incurred loss in last 3 years. A letter duly signed by the
	Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit
	& Loss Account must accompany with Technical Bid.
	i) Should have satisfactorily completed Similar <u>Single Work of Rs. 6.5 Lakh</u>
	OR
	ii) Should have satisfactorily completed <u>Two Similar works each costing Rs. 4.8 Lakh</u> OR
	iii) Should have satisfactorily completed Three Similar Works each costing Rs. 3.2 Lakh
	in should have satisfactorily completed in the satisfactorily
Group 4	Bidder should have average annual financial turnover of Rs.4 LAKH in Hospital
	Equipment/Instruments supply works, during the last three Financial Years ending 31st
	March 2015 and should not have incurred loss in last 3 years. A letter duly signed by the
	Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit
	& Loss Account must accompany with Technical Bid.
	i) Should have satisfactorily completed Similar Single Work of Rs. 3 Lakh
	OR
	ii) Should have satisfactorily completed <u>Two Similar works each costing Rs. 2.4 Lakh</u>
	OR iii) Should have satisfactorily completed <u>Three Similar Works each costing Rs. 1.6 Lakh</u>
Group 5	Bidder should have average annual financial turnover of Rs.3 LAKH in Hospital
Gloup 3	Equipment/Instruments supply works, during the last three Financial Years ending 31 <sup>st</sup>
	March 2015 and should not have incurred loss in last 3 years. A letter duly signed by the
	Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit
	& Loss Account must accompany with Technical Bid.
	i) Should have satisfactorily completed Similar <u>Single Work of Rs. 2.4 Lakh</u>
	OR
	ii) Should have satisfactorily completed Two Similar works each costing Rs. 1.8 Lakh
	OR



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	iii) Should have satisfactorily completed Three Similar Works each costing Rs. 1.2 Lakh
Group 6	Bidder should have average annual financial turnover of Rs.15 LAKH in Hospital Equipment/Instruments supply works, during the last three Financial Years ending 31 <sup>st</sup> March 2015 and should not have incurred loss in last 3 years. A letter duly signed by the Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit & Loss Account must accompany with Technical Bid.  i) Should have satisfactorily completed Similar Single Work of Rs. 12 Lakh OR  ii) Should have satisfactorily completed Two Similar works each costing Rs. 9 Lakh OR  iii) Should have satisfactorily completed Three Similar Works each costing Rs. 6 Lakh
Group 7	Bidder should have average annual financial turnover of <b>Rs. 1 Lakh in Hospital Equipment/Instruments supply works,</b> during the last three Financial Years ending <b>31</b> <sup>st</sup> <b>March 2015 and</b> should not have incurred loss in last 3 years. A letter duly signed by the Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit & Loss Account must accompany with Technical Bid.
Group 8	Bidder should have average annual financial turnover of <b>Rs. 50 Thousand in Hospital Equipment/Instruments supply works,</b> during the last three Financial Years ending <b>31</b> <sup>st</sup> <b>March 2015 and</b> should not have incurred loss in last 3 years. A letter duly signed by the Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit & Loss Account must accompany with Technical Bid.
Group 9	Bidder should have average annual financial turnover of Rs.20 LAKH in Hospital Equipment/Instruments supply works, during the last three Financial Years ending 31 <sup>st</sup> March 2015 and should not have incurred loss in last 3 years. A letter duly signed by the Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit & Loss Account must accompany with Technical Bid.
	i) Should have satisfactorily completed Similar <u>Single Work of Rs. 15 Lakh</u> OR  ii) Should have satisfactorily completed <u>Two Similar works each costing Rs. 12 Lakh</u> OR
	iii) Should have satisfactorily completed <u>Three Similar Works each costing Rs. 8 Lakh</u>

Bidder should produce Income tax returns & Balance sheets for the Past three years ending **31**<sup>st</sup> **March 2015** along with copy of PAN/TAN No. Sales Tax registration Certificate, Gumasta certificate & Nagar Nigam.

#### 3. Performance Security

The bidder have to submit a Performance Bank Guarantee within Fifteen Days (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to Ten Percent (10%) of the total value of the contract, valid up to Sixty (60) days from the date of Completion of all contractual obligations by the supplier, including the warranty obligations initially valid for a period of minimum 62 months from the date of Notification of Award. Purchaser reserves the right to ask for Performance Guarantee extension if contractual obligations are not fulfilled.

In the event of any failure /default of the supplier with or without any quantifiable loss to the Government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Chapter-4, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

#### 4. Packing and Marking

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The packing for the FMT Equipment to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the FMT Equipment, and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in "Terms and conditions of the contract" and "Quality Control Requirements" In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

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

The purchaser and/or its nominated representative(s) will, inspect and/or test the ordered FMT Equipment , to confirm their conformity to the Contract Specification at no extra cost to the Purchaser. The "Important Terms and Conditions" in Section VII and Inspection Authority to be designated by the Purchaser shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purpose. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the FMT Equipment , final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested FMT Equipment , fail to conform to the specifications, the Purchaser may reject the FMT Equipment , and the Supplier shall either replace the rejected FMT Equipment , or make alternations necessary to meet specification requirement free of cost to the Purchaser, within a period of 45 (Forty Five) days of intimating such rejection.

The Director, AIIMS Bhopal, Saket Nagar, Bhopal shall be the final authority to reject full or any part of the supply which is not confirming to the specifications and other terms and conditions. No payment shall be made for rejected Stores. Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk ad responsibility of the Suppliers without any further notice.

#### 6. Insurance:

In case of supply of FMT Equipment, on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of FMT Equipment, by the Consignee. In case of supply of the imported FMT Equipment, on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee warehouse

#### 7. 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/warrantee period must be attached/enclosed along with the sealed quotation failing which quotation will not be considered.

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

8.1 The supplier warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc. that the FMT Equipment, 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 FMT Equipment, 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 FMT Equipment, under the conditions prevailing in India.

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8.2 THE TENDERERS MUST QUOTE FOR FIVE YEARS COMPRHENSIVE WARRANTY (INCLUDING ALL SPARES AND LABOR) FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION. THE WARRANTY CHARGES SHALL NOT BE QUOTED SEPARATELY OTHERWISE THE OFFER SHALL BE SUMMARILY REJECTED.

THE BIDDERS MUST SUBMIT THEIR QUOTE ALSO (RATES) FOR SUBSEQUENT FIVE YEARS COMPREHESIVE AMC (INCLUDING ALL SPARES AND LABOR) IN THEIR PRICE BID. FAILURE TO COMPLY THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS. The cost of CMC will be added for Ranking/ Evaluation purpose.

- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- Comprehensive Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
- Replacement and repair will be under taken for the defective FMT Equipment ,.
- Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 8.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per GCC clause number 8.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 8.4 Upon receipt of such notice, the supplier shall, within 48hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective FMT Equipment, or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/FMT Equipment, after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/FMT Equipment, thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
- 8.5 In the event of replacement of defective FMT Equipment , during the warranty period, the warranty for the replaced FMT Equipment , shall be extended for a further period as mentioned under Clause 15.2 to the date such FMT Equipment , starts functioning to the satisfaction of the purchaser.
- 8.6 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48hours on a 24(hrs.) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- During Warranty period, the supplier is required to visit at consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the FMT Equipment,.
- 8.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Chapter-3, Technical Specifications after the completion of warranty period.
- 8.9 The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and FMT Equipment , supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 8.10 The Supplier along with its Indian Agent and the CMC provider shall always accord most favoured client status to the Purchaser vis-a-vis its other Clients/Purchasers of its FMT Equipment , /machines/FMT Equipment , etc. and shall always give the most competitive price for its machines/FMT Equipment , supplied to the Purchaser/Consignee.

#### 9. Payment Terms

9.1 For Domestic FMT Equipment, or FMT Equipment, of Foreign Origin Located within India/FMT Equipment, to be imported and supplied against payment in Indian Rupees:

Against supply and receipt of material at AIIMS Bhopal 80% of the contract price shall be released. After satisfactory installation and final acceptance 20% payment shall be released to the supplier agency:-

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- (i) Four copies of supplier's invoice showing contract number, FMT Equipment, description, quantity, unit price and total amount.
- (ii) Final Acceptance as per Chapter-9 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) Insurance Certificate as per Chapter-2 Clause 7.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- (viii) Performance Bank Guarantee of 10% (Ten) % order value from any scheduled bank valid up to 60 days beyond of date of expiry of warranty period (i.e. for 62 Months).

#### 9.2 Payment for Imported FMT Equipment ,:

75% payment shall be released against presentation of shipping documents against submission of Performance Bank Guarantee of 10% order value valid for a period of 62 months from the date of supply order and the same should be essentially submitted within 15 days of issue of supply order.

75% payment will be released against presentation of shipping documents & balance 25% payment will be released after satisfactory Installation certificate issued by the user department and against submission of Performance Bank Guarantee of 10% order value valid for a period of 62 months from the date of satisfactory Installation certificate issued by the user department.

#### 9.3 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 annual basis after satisfactory completion of said contract period, duly certified by the consignee on receipt of bank guarantee of an amount equivalent to 10% of the cost of the FMT Equipment , as per contract in the prescribed format given in Chapter-4 valid till 2 months after expiry of entire CMC period. The BG for CMC will be applicable in case of FMT Equipment , cost is more than Rs. 10 lakhs.

- 9.3.1 The supplier shall not claim any interest on payments under the contract.
- 9.3.2 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.
- 9.3.3 Irrevocable & non-transferable LC shall be opened. 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.
- 9.3.4 The payment shall be made in the currency / currencies authorised in the contract.
- 9.3.5 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.
- 9.3.6 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.
- 9.3.7 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

#### 10. Delay in the Supplier's performance

10.1 The supplier shall deliver of the FMT Equipment , and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the Schedule of Requirements and as incorporated in the

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contract. The time for and the date of delivery of the FMT Equipment , stipulated in the Schedule of Requirements (SOR)/ Incorporated in Contract shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract.

- 10.2 Subject to the provision under Chapter-2 clause 11, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of FMT Equipment, and performance of services shall render the supplier liable to any or all of the following sanctions:
  - i) Imposition of liquidated damages,
  - ii) Forfeiture of its performance security and
  - iii) Termination of the contract for default.
- 10.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the FMT Equipment, and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 10.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:
  - The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 11 of the (a) General Conditions of Contract (Chapter-4), liquidated damages on the FMT Equipment, and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the FMT Equipment, and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said FMT Equipment, and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 10.5. The supplier shall not dispatch the FMT Equipment, after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the FMT Equipment, without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

#### 11. Liquidated damages

If the supplier fails to deliver any or all of the FMT Equipment, 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 1.00% per week of delay or part thereof on delayed supply of FMT Equipment, 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

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#### 12. After Sales Service:

After sales service center should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/ Indian Agent. Undertaking by the Principals that the spares for the FMT Equipment shall be available for at least 10 years from the date of supply of FMT Equipment.

#### 13. Training:

On Site training to Doctors / Technicians / Staff is to be provided by Principal / Indian Agents (if they have the requisite know-how) for operation and maintenance of the FMT Equipment to the satisfaction of the user department.

- **14.** The Bidder must be a Manufacturer or its Authorized Agent. Sub-authorization is not acceptable.
- 15. The Bidder shall furnish a brief write-up, packed with adequate data explaning and establishing his available capacity / capability (both technical and financial) to perform the Contract (in awarded) within the stipulated time period, after meeting all its current / present commitments. The Bidder shall also furnish details of FMT Equipment, and Quality Control.

#### 16. PREPARATION OF TENDERS

#### 16.1 Documents Comprising the Tender

The **Two Bid System**, i.e. **"Technical Bid"** and **"Price Bid( Financial bid)"** prepared by the bidder shall comprise the following:

#### A. Technical Bid:

- (i) Earnest money furnished in accordance with Section
- (iii) Documentary evidence, as necessary establishing that the bidder is eligible to submit the tender and, also qualified to perform the contract if its tender is accepted.
- (iv) Bidder/ Agent who quoted for FMT Equipment manufactured by other manufacturer shall furnish valid Manufacturer's Authorization Form.
- (v) Power of Attorney in favour of signatory of TE documents and signatory of manufacturer's Authorization Form.
- (vi) Documents and relevant details to establish in accordance with GIT clause 18 that the FMT Equipment, and the allied services to be supplied by the bidder conform to the requirement of the TE documents.
- (vii) Performance Statements with relevant copies of orders and end users satisfaction certificate.
- (viii) Price Schedule(s) as per Chapter-7 (A,B,C,D) filled up with all the details including Make, Model Quantity etc. of the FMT Equipment, offered with prices blank (without indicating any prices).
- (ix) Certificate of incorporation in the country of origin.
- (x) The bidder has to check all the required documents mentioned in Checklist in Chapter-8, Failing to do so the bidder will be treated as disqualified in Technical Bid.
- (xi) Bidder has to submit all the documents which are asked in Chapter-7 Technical Bid with document enclosed as asked.

#### **B.1** Price Bid (Financial Bid):

- 1. All pages of the Tender should be page numbered and indexed.
- 2. It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

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- **3.** The authorized signatory of the bidder must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- **4.** A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- **5.** Tender sent by fax/telex/cable/electronically shall be ignored.
- **6.** The tenderer should quote the rates for the imported items as under.

While the FOB prices shall be firm, the indicated insurances and freight charges shall be on estimated basis, payable at actual

- i. Cost of each item (FOB Value)
- ii. Total FOB Value of all the items
- iii. Indian Agency Commisiion Payable to the Indian Agent
- iv. Net FOB Value
- v. Add estimated freight and insurance upto AIIMS Bhopal
- vi. Total CIF Value (iV + V) above
- vii. The bidder has to quote price according to the format given in Chapter-6 i.e. Price Schedule otherwise he will be treated as disqualified.

#### **B.2** Tender currencies

The bidder supplying indigenous FMT Equipment or already imported FMT EQUIPMENT shall quote only in Indian Rupees. For imported FMT Equipment if supplied directly from abroad, prices should be converted as per their currency in Indian Rupees etc. As regards price(s) for allied services, if any required with the FMT Equipment , , the same shall be quoted in Indian Rupees only if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

#### **B.3** Tender Prices

The Bidder shall give Item Group wise price. The Bidder shall indicate on the Price Schedule provided under <u>Chapter-7</u> all the specified components of prices shown therein including the unit prices and total tender prices of the FMT Equipment , and services, it proposes to Supply, Installation, Testing & Commissioning against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as "NA" by the bidder.

If there is more than one Item in the Schedule of Requirements, the Bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a Schedule, the Bidder shall quote for the complete requirement/quantity of FMT Equipment and services as specified for that particular Schedule of Requirement.

The quoted prices for FMT Equipment offered from within India and that for FMT Equipment offered form abroad are to be indicated separately in the applicable Price Schedule attached under <a href="Chapter-6.">Chapter-6.</a>

The price quoted by the Bidder for good shall not be higher than the lowest price charged for the FMT Equipment of the same nature, class or description to an individual/ firm/ organisation or department of Govt. or India.

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If it is found at any stage that the FMT Equipment, as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

For domestic FMT Equipment of foreign origin located within India or FMT Equipment, to be imported and supplied against payment in Indian Rupees, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) the price of the FMT Equipment, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST, VAT, CENVAT, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the FMT Equipment, quoted ex-factory etc. or on the previously imported FMT Equipment, of foreign origin quoted exshowroom etc.;
- b) any sales or other taxes and any duties including excise duty, which will be payable on the FMT Equipment, in India if the contract is awarded;
- charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the FMT Equipment, to their final destination as specified in the Schedule of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in Schedule of Requirements and Price Schedule;
- e) the prices of Turnkey (if any ), as mentioned in Schedule of Requirements, Important Terms and Conditions and Price Schedule.
- the prices of annual CMC, as mentioned in Schedule of Requirements, Important Terms and Conditions and Price Schedule;
- Payment of INR shall be made through Electronic Clearing System only and the charges shall be deducted from the bill.

For FMT Equipment, offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- h) the price of FMT Equipment, quoted FOB/FCA port of shipment, as indicated in the Schedule of Requirement and Price Schedule;
- the price of FMT Equipment, quoted CIP (name port of destination) in India as indicated in the Schedule of Requirement, Price Schedule and Consignee List;
- the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee warehouse. Other local costs and Incidental costs, as specified in the Schedule of Requirement and Price Schedule;
- k) the charges for Incidental Services, as in the Schedule of Requirements and Price Schedule;
- the prices of Turnkey (if any), as mentioned in Schedule of Requirements, Important Terms and Conditions and Price Schedule; and
- m) the price of annual CMC, as mentioned in Schedule of Requirements, Important Terms and Conditions and Price Schedule;

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#### B.4 Additional information and instruction on Duties and Taxes:

If the Bidder desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

#### **B.5** Excise Duty

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

#### **B.6** Sales Tax/VAT

If a Bidder asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser. The bidder should provide copy of VAT registration certificate. THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'.

#### **B.7** Octroi Duty and Local Duties & Taxes:

Normally, FMT Equipment , to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

#### **B.8** Customs Duty

The Bidder may note that:

The Purchaser will provide Custom Duty Exemption Certificate (CDEC) as per prevailing Custom Tariff 2014-2015 and pay the applicable customs duty, for FMT Equipment , offered from abroad for delivery at CIP/CIF(Port of Entry) in India basis to avail concessional rate of duty.

For the FMT Equipment to be <u>imported and supplied against payment in Indian Rupees, the Purchaser/Institute shall provide</u> Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff 2014-2015. In case, the bidder required CDEC certificate, then the same should be specifically mentioned in the bid.

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#### **B.9 Indian Agent**

- A foreign bidder engaging an agent in India in connection with its tender, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described shall also furnish the following information:
- The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- The details of the services to be rendered by the agent for the subject requirement.
- Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- Agency Commission will be paid to Indian agents in Indian Rupees at the exchange rate prevalent on the date of issue of supply order after satisfactory installation of the FMT Equipment.
- e) The Tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principal's name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. Sub-distributors will not be accepted.
- Only manufacturers or their sole authorized distributors/sole agents for AIIMS Bhopal are entitled to quote. The distributors/sole agents quoting on behalf of their manufacturer must attach valid authority letter in their favour. Either the Foreign Principals or their subsidiaries in India / manufacturers or their authorized should participate in the tender but not both. Also one principal cannot authorize two distributors / suppliers to quote on their behalf in the same tender. The sub-distributor authority by distributor will not be accepted at all. The distributor/sole agent authorized for AIIMS Bhopal should be equipped and able to carry out required contractual functions and duties of the supply including after sale service, maintenance & repair etc. of the FMT Equipment, in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or Important Terms and Conditions.

#### **B.10 Tender Validity**

If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 9 months from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected. In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/telex/cable/e-mail followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.

#### **B.11** SUBMISSION OF TENDERS

Unless otherwise specified, the bidders are to deposit the tenders in the tender box of Office of the Stores Officer (DO), Store Department, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP) or the same shall be submitted by the tenderer by hand to concerned dealing hand or nominee of Stores Officer (DO) on above mentioned address. The officer receiving the tender will give the Bidder an official receipt duly signed with date and time

#### **Force Majeure 17.**

Notwithstanding the provisions contained in Chapter-2 clauses 10 and 11, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes. If a Force Majeure

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situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 18. Arbitration

- i. In case of any dispute between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- ii. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. If at any time, any question, dispute or difference whatever shall arise between two parties upon or in relation to or in connection with this agreement, either of the parties may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to a Arbitrators. Who will be appointed by the Director AIIMS Bhopal. Such a notice of the existence of any question dispute or difference in connection with this agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this Agreement shall be deemed to have been forfeited and absolutely barred.
- iii. The venue of arbitration shall be Bhopal, MP, and India
- **iv.** Upon every or any such references, the cost of any incidentals to the reference and awards(s) respectively shall be at the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.
- **19.** The tenderer shall furnish a non-blacklisting certificate that the firm has not ben blacklisted in the past by any Government/Private Institution.
- 20. The tenderer/supplier has to give an affidavit on on-judicial stamp paper of Rs. 100/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been black listed in the past by any Govt. or Private Organization.
- 21. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Institution from the agency.
- **22.** If any underpayment is discovered, the amount shall be duly paid to the agency by the Institution.
- **23.** The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the AIIMS etc.

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#### **Chapter-3**

#### **Schedule of Requirement and Technical Specification**

#### The Scope of work Includes:

Providing FMT EQUIPMENT, based on specified make list 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 Dealers/Supplier companies, who will supply the high quality Equipment /Instruments as per the requirement list of Forensic Medicine & Toxicology Department of AIIMS Bhopal.
- 2. Companies well known in the line of manufacturing Equipment/Instruments should only quote due to as per our requirement, the supply time is 4-6 weeks only after the issue of Supply Order/NOA/LOA.
- 3. Tentative list of Equipment/Instruments required, 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, AIIMS Bhopal) for procurement of required Equipment/Instruments for First Phase Hospital functioning.
- Future orders will be expedited by achieving a Rate Contract as per the terms and condition of the Tender Document by on the company's Rate in their printed Catalogue.

Group No	Name of Item	Technical Specification	Qty. ( in Nos.)
Group 1	Down Draft Ventilated Autopsy table with Integral Sink	<ul> <li>I. Technical Specifications:</li> <li>1. Table top</li> <li>Stainless steel, Type 304, Satin Finish</li> <li>Should have dissecting area and sink</li> <li>2. Dissecting Area</li> <li>Should have Grid Plates</li> <li>3. Sink</li> <li>Plumbing should be factory finished</li> <li>Should have Hydro-aspirator with reverse flow features and</li> <li>4. Vacuum Breaker</li> <li>Should have hot / cold water fixtures with wrist blade handles and gooseneck</li> <li>5. Faucets</li> <li>Should have sink rinse with hose fittings and hose hanger</li> <li>6. Table Pedestal</li> <li>Stainless steel, Type 304, satin finish</li> <li>Pedestal type</li> <li>7. Ventilation</li> <li>Down draft ventilation system</li> <li>8. Electrical receptacles</li> <li>GFCI Type 220 – 240 volts AC 50 Hz</li> <li>9. Disposer Unit</li> <li>Should have Solenoid valve, vacuum breaker with off / on switch control</li> </ul>	2

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and internal overload protector

• ½ to ¾ HP motor

10. Dimensions:

Length: 250 – 260 cm
Width: 75 – 80 cm
Height: 90 – 100 cm

- 11. Polyurethane Head Rest: Must be able to support neck while dissection.
- 12. Stainless steel Centimeter Scale: Must be engraved type.
- 13. Scale Support Socket: Must be able to hold the scale support bar steadily.
- 14. Scale support Bar: Must be able to hold the dial type weighing scale.
- 15. Weighing Scale: Dial Type: Must measure upto 5 kg.
- 16. Polyurethane Dissecting Board: 2 feet x 1 ½ feet x ¾ inch, grained surface. white.
- II. System configuration accessories, Spares and Consumables: None III. Environmental factors:
- Shall meet IEC-60601-1-2:2001 (Or Equivalent BIS) General Requirements of safety for Electromagnetic Compatibility or should comply with 89/366/ECC; EMC-Directive.
- The unit shall be capable of operating continuously in ambient temperature of 20-30 deg C and relative humidity of 15-90 %
- The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15 90 % IV. Power Supply:
- Power input to be 220 240 VAC, 50 Hz fitted with Indian plug.
- Should be FDA, CE, UL or BIS approved product.
- Manufacturer should have ISO certification for quality standards.
- Comprehensive warranty for 2 years and 5 years warranty CMC after warranty including UPS.
- V. Standards, Safety and Training:
- Should be FDA, CE, UL or BIS approved product.
- Manufacturer should have ISO certification for quality standards.
- Comprehensive warranty for 2 years and 5 years CMC after warranty including UPS.
- Comprehensive training for lab staff and support services till familiarity with the system.
- Electrical safety conforms to standards for electrical safety IEC 60601-1 (Or equivalent International / National standard) general requirement for Electrical safety of Medical equipment.

#### VI. Documentation:

- User / Technical / Maintenance manuals to be supplied in English.
- Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- List of important spare parts and accessories with their part number and costing.
- List of equipments available for providing calibration and routine Preventive Maintenance Support as per manufacturer documentation in service / technical manual.
- Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page / Para number of original catalogue / data sheet. Any point, if not substantiated with authenticated catalogue / manual, will not be considered.
- Certificate of inspection and quality control indicating the S / N for all non consumable items with date.



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Group 2 Down Draft
Ventilated,
Stainless Steel,
Dissecting
Bench

#### • Central sink:

- Should have hydro-aspirator with reverse flow.
- Should have hot / cold water fixtures.
- Fixtures should have wrist blade handles
- Fixtures should have gooseneck faucet
- Sink rinse with hose fittings and hose hanger should be provided
- Vacuum breaker should be provided
- Instrument Drawer:
- Under both work stations
- Fluorescent light:
- Over both work stations
- Electrical receptacles:
- GFCI type 220 / 240 Volts AC 50 Hz.
- Disposer Unit:
- Should have Solenoid valve, Vacuum breaker, Water tight on / off switch, Internal Overload protector, Motor ½ to ¾ HP.
- Fabrication:
- Stainless Steel Type 304 with satin finish
- Dimensions:
- Length: 280 290 cm.
- Width: 65 75 cm.
- Height: 180 190 cm.

System configuration accessories, spares and consumables:

- None
- 5. Environmental factors:
- Shall meet IEC -60601 1 2:2001 (Or Equivalent BIS) General requirements of safety for Electromagnetic Compatibility or should comply with 89 / 366 / EEC; EMC directive.
- The unit shall be capable of operating continuously in ambient temperature of 20 30 deg C and relative humidity of 15 90%.
- $\bullet$  The unit shall be capable of being stored continuously in ambient temperature of 0 50 deg C  $\,$  and relative humidity of 15 90 %.
- 6. Power supply:
- Power input to be 220 240 VAC, 50 Hz fitted with Indian plug.
- UPS of suitable rating with voltage regulation, spike protection and maintenance free batteries for 60 minutes back up.

Standards, safety and Training:

- Should be FDA, CE, UL or BIS approved product.
- Manufacturer should have ISO certification for quality standards.
- Comprehensive warranty for 2 years and 5 years CMC after warranty including UPS.
- Comprehensive training for lab staff and support services till familiarity with the system.
- 8. Documentation:
- User / Technical / Maintenance manuals to be supplied in English.
- Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- List of important spare parts and accessories with their part number and costing
- List of equipments available for providing calibration and routine Preventive Maintenance Support as per manufacturer documentation in service / technical manual.
- Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page / Para number of original catalogue / data sheet. Any point, if not substantiated with authenticated catalogue /

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		manual, will not be considered.  • Certificate of inspection and quality control indicating the S / N for all non consumable items with date.	
Group 3	Cadaver Lift Conveyor style	Description of function:  • Eliminates the strain of manual lifting of the bodies to body racks in cold room.  2. Operational Requirements:  • Eliminates physical strain of lifting the body to the body racks and getting it down from the body racks.  3. Technical specifications:  • Should be able to transport dead bodies from cold storage to autopsy table and then to the relative waiting area. Should be able to lift bodies and place them on the body racks in the cold room and also bring them down from body racks.  • Stainless Steel Type 304 with satin finish, rugged frame structure, gray powder coated.  • Should be able to bear the weight of dead body. Lifting capacity: 250 kg.  • Dimensions:  • Length: 85 – 95 inches.  • Width: 30 – 35 inches.  • Height adjustable. When fully elevated: 75 – 85 inches; lowermost: 9 inches.  • Integrated 12 V Hydraulic Unit for vertical adjustment.  • Battery operated electro-mechanical lifting system.  • Casters should be rubber edged with total lock wheel locking in-built system. Navigation should be possible in all directions.  • Can be easily cleaned with ordinary detergent after each transportation and should be resistant to fumigation chemicals and cold temperature.  • Should be durable and have bumpers to protect the carrier from accidental bumping on the walls of autopsy hall and body storage racks.  • Push handle for movement.  4. System configuration accessories, spares and consumables:  • None  5. Standards, safety and Training:  • Should be FDA, CE, UL or BIS approved product.  • Manufacturer should have ISO certification for quality standards.  • Comprehensive warranty for 2 years and 5 years CMC after warranty including UPS.  • Comprehensive training for lab staff and support services till familiarity with the system.  Documentation:  • User / Technical / Maintenance manuals to be supplied in English.  • Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engine	1



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Group 4	Air purifier /	1. Technical specifications:	1
C. Jup 7	Odour control	Should be noiseless while running.	-
		Spraying solution should be environment friendly, non toxic, ozone safe	
	System	and biodegradable.	
		Spraying solution should be able to breakdown and neutralize odour	
		causing bacteria and molecules.	
		System should have at least four spraying units.	
		<ul> <li>Spraying solution should be readily available on a recurring basis.</li> </ul>	
		2. System configuration accessories, spares and consumables:	
		• None	
		3. Environmental factors:	
		• Shall meet IEC – 60601 – 1 – 2:2001 (Or Equivalent BIS) General	
		requirements of safety for Electromagnetic Compatibility or should comply	
		with 89 / 366 / EEC; EMC – directive.	
		The unit shall be capable of operating continuously in ambient	
		temperature of 20 – 30 deg C and relative humidity of 15 – 90%.	
		The unit shall be capable of being stored continuously in ambient	
		temperature of 0 – 50 deg C and relative humidity of 15 – 90 %.	
		4. Power supply:	
		• Power input to be 220 – 240 VAC, 50 Hz fitted with Indian plug.	
		UPS of suitable rating with voltage regulation, spike protection and     value to a specific for CO principles had been specified.	
		maintenance free batteries for 60 minutes back up.	
		5. Standards, safety and Training:	
		Should be FDA, CE, UL or BIS approved product.      Manufacturar should have ISO contification for quality standards.	
		<ul> <li>Manufacturer should have ISO certification for quality standards.</li> <li>Comprehensive warranty for 2 years and 5 years CMC after warranty</li> </ul>	
		including UPS.	
		<ul> <li>Comprehensive training for lab staff and support services till familiarity</li> </ul>	
		with the system.	
		6. Documentation:	
		User / Technical / Maintenance manuals to be supplied in English.	
		Log book with instructions for daily, weekly, monthly and quarterly	
		maintenance checklist. The job description of the hospital technician and	
		company service engineer should be clearly spelt out.	
		List of important spare parts and accessories with their part number and	
		costing.	
		List of equipments available for providing calibration and routine	
		Preventive Maintenance Support as per manufacturer documentation in	
		service / technical manual.	
		Certificate of calibration and inspection.	
		Compliance report to be submitted in a tabulated and point wise manner	
		clearly mentioning the page / Para number of original catalogue / data	
		sheet. Any point, if not substantiated with authenticated catalogue /	
		manual, will not be considered.	
Group 5	Weighing	1. Technical specifications:	1
•	Machine for	• Length of floor scale should be 4 feet to 6 feet.	
	dead bodies	• Platform for keeping the body – should be sturdy, made of stainless steel,	
	acua boules	14 gauge – size 6 feet x 2 ½ feet x 4 inch.	
		Should have a digital meter (dial) to display the weight rapidly and	
		measurements can be calibrated to adjust the weight of the platform.	
		The digital meter (dial) should be enclosed dust proof and water tight	
		stainless steel enclosure mounted on a wall. AC or DC operated.	
		Should be able to perform under the most rigorous conditions of a	
		mortuary conducting 15 post-mortem examinations per day measuring	
		dead body weight ranging from 0 kg to 200 kg. Accuracy upto 25 grams.	
		Rechargeable battery back-up pack provided for usage in power failure.	



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<ul> <li>None</li> <li>3. Environmental factors:</li> <li>None.</li> <li>4. Standards, safety and Training:</li> <li>Should be FDA, CE, UL or BIS approved product.</li> <li>Manufacturer should have ISO certification for quality standards.</li> <li>Comprehensive warranty for 2 years and 5 years CMC after warranty including UPS.</li> <li>Comprehensive training for lab staff and support services till familiarity with the system.</li> <li>5. Documentation:</li> <li>User / Technical / Maintenance manuals to be supplied in English.</li> <li>Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.</li> <li>List of important spare parts and accessories with their part number and</li> </ul>	
<ul> <li>None.</li> <li>4. Standards, safety and Training:</li> <li>Should be FDA, CE, UL or BIS approved product.</li> <li>Manufacturer should have ISO certification for quality standards.</li> <li>Comprehensive warranty for 2 years and 5 years CMC after warranty including UPS.</li> <li>Comprehensive training for lab staff and support services till familiarity with the system.</li> <li>Documentation:</li> <li>User / Technical / Maintenance manuals to be supplied in English.</li> <li>Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.</li> <li>List of important spare parts and accessories with their part number and</li> </ul>	
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including UPS.  • Comprehensive training for lab staff and support services till familiarity with the system.  5. Documentation:  • User / Technical / Maintenance manuals to be supplied in English.  • Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.  • List of important spare parts and accessories with their part number and	
<ul> <li>Comprehensive training for lab staff and support services till familiarity with the system.</li> <li>Documentation:</li> <li>User / Technical / Maintenance manuals to be supplied in English.</li> <li>Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.</li> <li>List of important spare parts and accessories with their part number and</li> </ul>	
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<ul> <li>5. Documentation:</li> <li>User / Technical / Maintenance manuals to be supplied in English.</li> <li>Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.</li> <li>List of important spare parts and accessories with their part number and</li> </ul>	
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List of equipments available for providing calibration and routine	
Preventive Maintenance Support as per manufacturer documentation in	
service / technical manual.	
Compliance report to be submitted in a tabulated and point wise manner	
clearly mentioning the page / Para number of original catalogue / data	
sheet. Any point, if not substantiated with authenticated catalogue /	
manual, will not be considered.	
• Certificate of calibration and inspection.	
Group 6 Oscillating Technical specifications:	1
• Strong Motor with at least 18,000 RPM.	
• 15,000 – 16,000 Oscillations / out of blade	
• Motor and hand piece should be separate and connected by a long cord	
blades and Dust time.	
<ul> <li>Collector)</li> <li>Motor is to be provided with long service cord with plug.</li> <li>Hand piece with safety flange permitting firm grip and should stay cool</li> </ul>	
during operation	
Easily detachable hand piece – autoclavable.	
Both hand and foot switch for on and off operation.	
Suitable wrench to remove blades	
• Accessories	
• Large section blade 6.3 cm width with a stem of 1.1 cm: 1 Nos.	
• Small section blade 4 cm width	
Should have provision for vacuum bone dust collector	
2. System configuration accessories, spares and consumables:	
• None	
3. Environmental factors:	
• Shall meet IEC – 60601 – 1 – 2:2001 (Or Equivalent BIS) General	
requirements of safety for Electromagnetic Compatibility or should comply	
with 89 / 366 / EEC; EMC – directive.	
The unit shall be capable of operating continuously in ambient	
temperature of 20 – 30 deg C and relative humidity of 15 – 90%.	
The unit shall be capable of being stored continuously in ambient	
temperature of 0 – 50 deg C and relative humidity of 15 – 90 %.	
4. Power supply:	
• Power input to be 220 – 240 VAC, 50 Hz fitted with Indian plug.	
5. Standards, safety and Training:	
Should be FDA, CE, UL or BIS approved product.	



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		Manufacturer should have ISO certification for quality standards.	
		Comprehensive warranty for 2 years and 5 years CMC after warranty	
		including UPS.	
		Comprehensive training for lab staff and support services till familiarity	
		with the system.	
		6. Documentation:	
		• User / Technical / Maintenance manuals to be supplied in English.	
		Log book with instructions for daily, weekly, monthly and quarterly	
		maintenance checklist. The job description of the hospital technician and	
		company service engineer should be clearly spelt out.	
		List of important spare parts and accessories with their part number and	
		costing.	
		List of equipments available for providing calibration and routine	
		Preventive Maintenance Support as per manufacturer documentation in	
		service / technical manual.	
		Compliance report to be submitted in a tabulated and point wise manner	
		clearly mentioning the page / Para number of original catalogue / data	
		sheet. Any point, if not substantiated with authenticated catalogue /	
		manual, will not be considered.	
		Certificate of inspection and quality control indicating the S / N for all non	
		consumable items with date.	
Cua 7	Codover /	1. Technical specifications:	2
Group 7	Cadaver /	Should be able to transport dead bodies from cold storage to autopsy	2
	Autopsy Carrier		
	(Non Elevating)	table and then to the relative waiting area.	
		• Dimensions:	
		- Length: 75 inches to 85 inches.	
		- Width: 25 – 35 inches.	
		- Height: 30 – 35 inches.	
		Chassis should be made of heavy duty, high impact PVC.	
		Casters should be rubber edged with total lock wheel locking in-built	
		system. Navigation should be possible in all directions.	
		• Should be able to bear the weight of the dead body (up to 200 kg).	
		Can be easily cleaned with ordinary detergent after each transportation	
		and	
		should be resistant to fumigation chemicals and cold temperature.	
		Should be durable and have bumpers to protect the carrier from	
		accidental bumping on the walls of autopsy hall and body storage racks.	
		2. Standards, safety and Training:	
		Should be FDA, CE, UL or BIS approved product.	
		Manufacturer should have ISO certification for quality standards.	
		Comprehensive warranty for 2 years.	
		Comprehensive training for lab staff and support services till familiarity	
		with the system.	
		3. Documentation:	
		User / Technical / Maintenance manuals to be supplied in English.	
		Log book with instructions for daily, weekly, monthly and quarterly	
		maintenance checklist. The job description of the hospital technician and	
		company service engineer should be clearly spelt out.	
		List of important spare parts and accessories with their part number and	
		costing.	
		Compliance report to be submitted in a tabulated and point wise manner	
		clearly mentioning the page / Para number of original catalogue / data	
		sheet. Any point, if not substantiated with authenticated catalogue /	
		manual, will not be considered.	
		Certificate of inspection and quality control indicating the S / N for all non	
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	1	consumable items with date.	



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Hand held Metal detector  1. Description of function:  • To detect all metals ferrous and non ferrous within the body and indicate by a proportional Audio and Video signal.  2. Operational Requirements:  • Should be able to work at temperature range of -37 deg C to 70 deg C.  3. Technical specifications: W.  4. System configuration accessories, spares and consumables:  • None  5. Environmental factors:  • Shall meet IEC – 60601 – 1 – 2:2001 (Or Equivalent BIS) General requirements of safety for Electromagnetic Compatibility or should comply with 89 / 366 / EEC; EMC – directive.  • The unit shall be capable of operating continuously in ambient temperature of 20 – 30 deg C and relative humidity of 15 – 90%.  • The unit shall be capable of being stored continuously in ambient temperature of 0 – 50 deg C and relative humidity of 15 – 90 %.  6. Power supply:  • Power input to be 220 – 240 VAC, 50 Hz fitted with Indian plug.  • UPS of suitable rating with voltage regulation, spike protection and maintenance free batteries for 60 minutes back up.  7. Standards, safety and Training:  • Should be FDA, CE, UL or BIS approved product.
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7. Standards, safety and Training: • Should be FDA, CE, UL or BIS approved product.
• Should be FDA, CE, UL or BIS approved product.
Manufacturer should have ISO certification for quality standards.
Comprehensive warranty for 2 years and 5 years CMC after warranty
including UPS.
Comprehensive training for lab staff and support services till familiarity
with the system.
8. Documentation:
User / Technical / Maintenance manuals to be supplied in English.
Log book with instructions for daily, weekly, monthly and quarterly
maintenance checklist. The job description of the hospital technician and
company service engineer should be clearly spelt out.
• List of important spare parts and accessories with their part number and
costing.
List of equipments available for providing calibration and routine
Preventive Maintenance Support as per manufacturer documentation in
service / technical manual.
Compliance report to be submitted in a tabulated and point wise manner
clearly mentioning the page / Para number of original catalogue / data
sheet. Any point, if not substantiated with authenticated catalogue /
manual, will not be considered.
Certificate of inspection and quality control indicating the S / N for all non
consumable items with date.
Group 9 Walk In cooler Space available 2
Two adjacent rooms on ground floor of Services Building, each of size 4.5 x
6.8m.
I.Technical Specifications:
Operating temperature: 4°C
Internal Height: 3000 mm (9.8 feet)
Body Capacity: 18 (6 x 3) in each; 36 bodies storage capacity in both rooms
together
Panels: thickness 4 inches (100 mm), tongue and groove joints, with flexible
vinyl gaskets on the interior and exterior of all tongue edges to ensure tight
joints. The panels incorporate cam lock fasteners as joining devices for the
adjacent tongue and groove panels.
Insulation: 4 inches thick, rigid foamed in place polyurethane



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External Finishing (for walls, ceiling and floor) 26 gauge corrosion resistant stucco embossed coated steel.

Internal Finishing (for walls and ceiling): 26 gauge corrosion resistant, stucco embossed coated steel.

Floor panels: Floor panel construction similar to vertical panel but with heavier gauge interior skin. Floor panels are placed on a depressed concrete pad and leveled. After supporting steel is assembled a 4" reinforced concrete wearing floor is poured. The depression should be deep enough so that interior and exterior finished floors are at the same height. Internal finishing for floor 14 gauge rigidized stainless steel.

Secured with cam-locks (static load equality distributed 4500 kg/m<sup>2</sup> concentrated load: 800 kg/500 cm<sup>2</sup> maximum dynamic load kg 240 per wheel with a surface contact of 3 cm<sup>2</sup>)

Door: Hinged flush mounted entrance door with observation window. Construction and finish are the same as wall panels. Bottom of the door sealed with adjustable double sweep gasket designed to provide seal between door, threshold and door jamb. Door jam is constructed with structural anodized aluminum. Anti condensation heaters surround the perimeter of the door opening

Accessories: Digital thermometer and Alarm.

II. System configuration accessories, Spares and Consumables:

#### III. Environmental factors:

- Shall meet General Requirements of safety for Electromagnetic Compatibility
- The unit shall be capable of operating continuously in ambient temperature of 20-30 deg C and relative humidity of 15-90 %
- The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15 90 %

#### IV. Power Supply:

- Power input to be 220 240 VAC, 50 Hz fitted with Indian plug.
- Should be FDA, CE, UL or BIS approved product.
- Manufacturer should have -----certification for quality standards.
- Comprehensive warranty for 2 years and 5 years warranty CMC after warranty including UPS.

#### V. Standards, Safety and Training:

- Should be FDA, CE, UL or BIS approved product.
- Manufacturer should have ISO certification for quality standards.
- Comprehensive warranty for 2 years and 5 years CMC after warranty including UPS.
- Comprehensive training for lab staff and support services till familiarity with the system.
- Electrical safety conforms to standards for electrical safety IEC 60601- 1 (Or equivalent International / National standard) general requirement for Electrical safety of Medical equipment.

#### VI. Documentation:

- User / Technical / Maintenance manuals to be supplied in English.
- Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- List of important spare parts and accessories with their part

Tender No.:157.1 AIIMS Bhopal/HC/RC/FMT Equipment/2015-16/01 Dated: 01.01.2016 Page 28 of 43



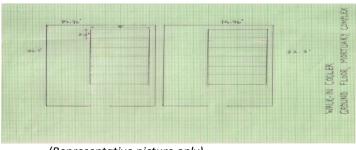
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number and costing.

- List of equipments available for providing calibration and routine per manufacturer Preventive Maintenance Support as documentation in service / technical manual.
- Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page / Para number of original catalogue / data sheet. Any point, if not substantiated with authenticated catalogue / manual, will not be considered.
- Certificate of inspection and quality control indicating the S / N for all non consumable items with date.



(Representative picture only)

#### Notes:-

L1 will be decided as group wise each separately i.e for each group from 1-9 L1 will be separate.

The Technical Bid & Financial Bid should be kept in two separate sealed envelope superscripting with "Technical Bid for Supply of FMT Equipment at AIIMS Bhopal' and "Financial Bid for Supply of FMT Equipment at AIIMS Bhopal' otherwise the Tenderer bid will be rejected.



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#### **Chapter-4**

#### **BANK GUARANTEE FORM FOR PERFORMANCE SECURITY / CMC SECURITY**

То,			
The "Director", All India Institute of Medical Scien	ces (AIIMS) Bhopal		
Saket Nagar, Bhopal- 462 020 (MP			
WHEREAS	(Name and address of	of the supplier) (Her	einafter called "the supplier") has
undertaken, in pursuance of contract no			
FMT Equipment and services) (herein after	called "the contract").		
AND WHEREAS it has been stipulated by yo	ou in the said contract the	at the supplier shall	furnish you with a bank guarantee
by a scheduled commercial bank recogni		specified therein as	s security for compliance with its
obligations in accordance with the contrac	t;		
AND WHEREAS we have agreed to give the	supplier such a bank gua	rantee;	
NOW THEREFORE we hereby affirm that wof (Amount		· · · · · · · · · · · · · · · · · · ·	
your first written demand declaring the su			=
sum or sums within the limits of (amount	,	id, without your nee	ding to prove or to show grounds
or reasons for your demand or the sum spe	acinea therein.		
We hereby waive the necessity of your der	nanding the said debt fro	m the supplier befor	e presenting us with the demand.
We further agree that no change or additi	on to or other modification	on of the terms of th	ne contract to be performed there
under or of any of the contract documents from any liability under this guarantee and		•	
This guarantee shall be valid up to 62 (Six installation of the FMT Equipment i.e. up t			nths from the date of satisfactory
	(Sig		the authorised officer of the Bank)
			ame and designation of the officer
	Seal, i		he Bank and address of the Branch



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#### **Chapter-5**

#### **MANUFACTURER'S AUTHORISATION FORM**

To,

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

Dear Sirs,	
Ref. Your TE documen	t No, dated
We,	who are proven and reputable manufacturers of (name and
description of the FMT Equipment, offered in the tender) having factoric	
Messrs(name and address of the agen contained in the above referred TE documents for the above FMT Equipment	t)to submit a tender, process the same further and enter into a contract with you against your requirement as nt, manufactured by us.
We further confirm that no supplier or firm or individual other than Messrs	(name and address of the above agent) i
	ontract with you against your requirement as contained in the above referred TE documents for the above FM
We also hereby extend our full warranty, CMC as applicable as per clause Contract for the FMT Equipment , and services offered for supply by the ab	9 of the General Conditions of Contract Chapter-2, read with modification, if any, in the Special Conditions o ove firm against this TE document.
We also hereby confirm that we would be responsible for the satisfactory execution. We also confirm that the price quoted by our agent shall not exceed than that whi	ch 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:-

- This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind 1. the manufacturer.
- 2. Original letter may be sent.



Total Tender price in Rupees:

### अखिल भारतीय आयुर्विज्ञान संस्थान

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#### **Chapter-6**

#### **PRICE SCHEDULE**

#### PRICE SCHEDULE FOR DOMESTIC FMT EQUIPMENT OF FOREIGN ORIGIN LOCATED WITHIN INDIA TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN **INDIAN RUPEES**

1	2	3	4		5						6
Schedule	Brief	Country	Quantity				Pi	rice per unit (Rs.)			
	Description of	of Origin	(Nos.)	Ex - factory/	Excise	Sales Tax/	Packing and	Inland Transportation,	Incidental Services	Unit Price	
	Items			Ex -	Duty (if	VAT(if any)	Forwarding	Insurance for a period	(including Installation &	(at Consignee	Total Price (at
				warehouse	any)	[%age &	charges	including 3 months	Commissioning,	Site) basis	Consignee
				/Ex-	[%age	value]		beyond date of delivery,	Supervision,		Site) basis
				showroom	&			loading/ unloading and	Demonstration and		(Rs.)
				/Off - the	value]			Incidental costs till	Training) at the		
				shelf				consignee's site	Consignee's site		4 x 5(g)
								(e)		(g) = a+b+c+d+e+f	
				(a)	(b)	(c)	(d)		(f)		

In words:	
Note: -	
1.	f there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2.	The charges for Annual CMC after warranty shall be quoted separately as per Chapter-7-Price Schedule C
3.	The Bidder must quote price for "FMT EQUIPMENT TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES" after having taken in to account, the provision concurrence of the control of the provision of the control of the control of the control of the provision of the control of the contro
	Name
	Business Address
Place:	Signature of Bidder
Date:	Seal of the Bidder



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#### PRICE SCHEDULE FOR FMT EQUIPMENT TO BE IMPORTED FROM ABROAD B)

1	2	3	4		5				
Schedule	Brief	Country	Quantity			Price per unit (Rs.)			
	Description of	of Origin	(Nos.)	FOB price at port /	Taxes If Applicable	Carriage & Insurance (port of	Incidental Services	Unit Price on CIP	Total Price
	Items	and Place		airport of Loading	(Excise/Custom Write	Loading to port of entry),	(including Installation&	Named Port of	(inclusive of local
	including	of Ship			%)	Applicable Custom Duty	Commissioning,	Destination +	transportation
	Manufacturer	ment				beyond CDEC (CDEC will	Supervision,	Extended	and storage upto
	Name and					provide by AIIMS Bhopal)	Demonstration and	Insurance (local	FOR at AIIMS
	Model No.					and other incidental costs*	Training) at the	transportation	Bhopal)
							Consignee's site*	and storage )	
				(a)	(b)	(c)	(d)		4 x 5(d)
								(e)=a+b+c+d	

* To be	paid	in Indian Currency (Rs.)	
Custon	Duty	//CDEC/CVD as applicable, shall be payable extra at Actual (Bidder must quote the same clearly)	
Total T	ender	price in Foreign Currency:	
n wor	ds:		
Note: -			
	1.	If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.	
	2.	The charges for Annual CMC after warranty shall be quoted separately as per Chapter-7-Price Schedule C	
	3.	The Tenderer will be fully responsible for the safe arrival of the FMT EQUIPMENT, at the named port of entry in good conditio applicable and responsible for its safe installation at FOR.	n as per terms of CIP as per INCOTERMS, if
ndian	Agen		
ndian	Agen	cy Commission% of FOB(in INR)and Cost of Items to be supplied in with Equipment(in INR)	
		Inspection Charges/Octroi/Entry Tax if any (Bidders needs to enclose the details with their Price Quotation clearly)	<del></del>
Signatu	re of	Tenderer	
_		Na	me
		Bu	siness Address
Place:			nature of Bidder
Date: _			l of the Bidder



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#### PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3						4			5
Tender No.	Brief Description of Forensic Medicine & Toxicology Department	Quantity (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*						Total Annual Comprehensive		
	Equipments	Equipments	1st	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	Total Unit Price of CMC	% Service Tax	Total Unit CMC Price with Service	Maintenance Contract Cost for 5 Years
			а	В	С	d	E	F	g	Toy by (fig)	[ 3 x (4h) ]

*After completion of Warranty period.	Service Tax: Whether extra or inclusive, if extra, indicate the rate	
NOTE:-		

- In case of discrepancy between unit price and total price, THE UNIT PRICE shall prevail.
- The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical / service / operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete FMT Equipment and Turnkey (if any).
- The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- Cost of CMC will be added for Ranking/ Evaluation purpose.
- 5. The payment of CMC will be made as per clause 9.3 clause Chapter-2.
- The uptime warranty will be 98% on 24(hrs) x 7 (days) x 365 (days) basis or as stated in Technical Specification of the TE document. 6.
- All software updates should be provided free of cost during CMC period. 7.
- The stipulations in Technical Specification "Important Terms and Condition (Section VII) will supersede above provisions. 8.
- The stipulations shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract Period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

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



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#### A) PRICE SCHEDULE FOR TURNKEY

1		2	3	4				
Schedule No.		Brief Turnkey Description of FMT Equipment,	Consignee	Turnkey Price				
NOTE:-  1. The cost of Turnkey as per IMPORTANT TERMS AND CONDITIONS (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim f same will be entertained.  2. Cost of Turnkey will be added for Ranking/ Evaluation purpose.  3. The payment of Turnkey will be made as per clause GCC 21.1 (c).  4. The stipulations in Important Terms and Conditions (Section VII) will supersede above provisions.								
			Nan	ne				
			Busi	iness Address				
Place: Date:				ature of Bidder of the Bidder				



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### Chapter - 7

#### **TECHNICAL BID**

(It is mandatory for all Bidders; they should fill all fields "Clearly" in this form)

-	2012-2013	Amount	, (NS. LANII)	nemans, ii c	y
ſ	Financial Year	Amount	: (Rs. Lakh)	Remarks, if a	inv
10.	Financial turnover of the t separate sheet if space prov	_		for the last three financial	years : (Attach
9.	Details of EMD (Group Wise	<u>e)</u>	:		
8.	Details of Cost of Tender		:		
7.	PAN, TIN, TAN, VAT, S Registration No of the Firm copy of the same)		:		
6.	Bank Ac/s No. of Firm for EC	CS payments	:		
	E-mail Id of Banker		:		
	Fax Nos. of Banker		:		
	Telephone Nos. of Banker		:		
5.	Details of Banker of the Fi address	irm with full	:		
	E-mail Id		:		
	Fax Nos.		:		
	Telephone Nos.		:		
4.	Full Address of Reg. Office Company/ Firm/ Agency must be enclosed)				
3.	Name of proprietor / Dire Company/Firm/Agency	ector of the	:		
2.	Name of Company/Firm/Ag Registration No.	gency and its	:		
1.	For the Supply of Departme Nagar, Bhopal-462024 (MP)		t at All India Institu	te of Medical Sciences (AIIMS	) Bhopal, Saket



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2013-2014		
2014-2015		

The tenderer should also submit self-attested copies of the Income Tax Returns and Audited certified Accounts for the last three financial years (i.e. for 2011-12, 2012-13 and 2013-14).

11. Give details of major contracts handled by the tendering Company / Firm / Agency for the last three years in the following format (enclose the self-attested copies):(if the space provided is insufficient, a separate sheet may be attached)

S. No.	Details of client along with	Amount of	Duration of Contract		
	address, telephone numbers and Fax numbers	Contract (Rs. in Lakh)	From	То	
1					
2					
3					

- **12.** Submitted an affidavit on Rs. 100/- Non judicial stamp paper that the firm has no vigilance case/CBI/FEMA case pending against him/supplier and none of my relative is posted in the purchase organization.
- 13. Submit Manufacturer's authorization as per Chapter-5.
- **14.** Submit an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organization or any other Institute.
- **15.** Attach certification required as asked in Chapter-2 Clause-2.

		(Signature of authorized person)
Date :	Full Name:	
Place:	Seal:	



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## Chapter-8 Check List

Name of Bidder:	Name of Manufacturer:
Marrie of Blader.	italic of Manacarci.

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document
1	Name Of Manufacturing Company		
2	Name Of Bidder		
3	Contact Numbers		
4	Complete Address		
5	E-Mail Address		
6	Have you enclosed Tender Fees of required		
	amount for the quoted schedules? Attach		
	Details		
7	Have you enclosed EMD of required amount		
	for the quoted schedules? Attach Details		
8. a.	Have you enclosed duly filled Tender Form as		
	per format in Chapter-12?		
b.	Have you enclosed Power of Attorney in		
	favour of the signatory?		
9.	Are you a SSI unit, if yes have you enclosed		
	certificate of registration issued by		
	Directorate of Industries/NSIC		
10. a.	Have you enclosed clause-by-clause technical		
	compliance statement for the quoted FMT		
	EQUIPMENT Items vis-à-vis the Technical		
	specifications as mentioned in Chapter-3?		
b.	In case of Technical deviations in the		
	compliance statement, have you identified		
	and marked the deviations?		
11. a.	Have you submitted satisfactory performance		
	certificate as per the details required in		
	Chapter-2, Clause 2 for each item which are		
	being quoted also attach documents in		
	respect of all orders?		
b.	Have you submitted copy of the order(s) and		
	end user certificate as per the details		
	required in Chapter-2, Clause 2?		
12.	Have you submitted manufacturer's		
	authorization as per Chapter-5?		
13.	Have you enclosed FMT EQUIPMENT Items		
	catalogue, leaflet, and brochure with full		
	details of quoted Items?		



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SI No.	Activity	Yes/ No/ NA	Page No. in the TE document
14.	Have you submitted prices of Items, turnkey (if any), CMC etc. in the Price Schedule as per Chapter 7?		
15.a	Have you kept validity of your bid 9 months from the date of opening of Technical Bid as per the TE document?		
b.	In case of Indian Bidder, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India? Attach Copy		
16.	In case of Foreign Bidder, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India? Attach Copy		
17.	Have you mentioned the name and full address of your Banker (s) along with your Account Number, IFCS Code of the Bank/Branch? Attach Copy		
18.	Have you fully accepted payment terms as per TE document?		
19.	Have you fully accepted delivery period as per TE document?		
20.	Have you submitted the certificate of incorporation? Attach Copy		
21.	Have you accepted the warranty as per TE document?		
22.	Have you accepted terms and conditions of TE document?		
23.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?		
24.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening? Attach Copy		
25.	Have you submitted an affidavit that the firm has not been black listed in the past by any Govt. Institution/Hospital/Organization?		
26.	Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (Principal)?		



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SI No.	Activity	Yes/ No/ NA	Page No. in the TE document
27.	Have you submitted an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organization or any other Institute (Fall Clause)?		

#### N.B.

- 1. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If **any** column is not applicable, it may be filled up as **NA**.
- 2. It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Bidder)

For and on behalf of

(Name, address and stamp of the tendering firm)

Tender No.:157.1 AIIMS Bhopal/HC/RC/FMT Equipment/2015-16/01 Dated: 01.01.2016 Page 40 of 43



10) Seal of the Consignee

### अखिल भारतीय आयुर्विज्ञान संस्थान

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#### **Chapter-9**

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

#### **CONSIGNEE RECEIPT CERTIFICATE**

(To be given by Consignee's Authorized Representative)

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



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#### **Chapter-10**

#### **Proforma of Final Acceptance Certificate by the Consignee**

No		Date	
То	M/s		
		Subject: Certificate of acceptance of FMT Equipment .	-
condit	ions alor	tify that the FMT Equipment/Stores as detailed below has/have been ong with all the standard and special accessories and in accordance w The same has been accepted and taken in stock.	_
(a)Con	tract No_	o dated	
(b)Des	cription c	of the FMT Equipment/Stores:	
(c)Qua	ntity:		
(e) Re	ceipt/ FN	MT EQUIPMENT , Consignment Note no dated	
(f) Nar	me of the	e Transporters:	
(g) Nar	me of the	e Consignee:	
(h) Dat	te of acce	ceptance:	
(i) Ren	narks ( if a	fany):	
		Signature Name	
		Designation with Stamp/Seal	



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## Chapter - 11

TENDER FORI	M
	Date
To, The "Director", All India Institute of Medical Sciences (AIIMS) Bhopal Saket Nagar, Bhopal- 462 024 (MP) INDIA	
Ref. Your TE document No	Dated
I/We, the undersigned hereby agree to all the terms and conc connection including delivery, warranty, penalty etc.	•
to supply and deliver (Description of FMT EQUIP your above referred document	
figures and words), as shown in the price schedule(s), attached	
If our tender is accepted, we undertake to supply the FMT E mentioned above, in accordance with the delivery schedule (SOR).	· ·
We further confirm that, if our tender is accepted, we shall required amount in an acceptable form in terms of Chapter-2,	·
We agree to keep our tender valid for acceptance as required any in Chapter-3 – "Schedule of Requirement and Technical period, if any, agreed to by us. We also accordingly confirm period and this tender may be accepted any time before the confirm that, until a formal contract is executed, this tender within the aforesaid period shall constitute a binding contract	Specification" or for subsequently extended to abide by this tender up to the aforesaid e expiry of the aforesaid period. We further read with your written acceptance thereof
We further understand that you are not bound to accept the lyour above-referred tender enquiry.	lowest or any tender you may receive against
We confirm that we do not stand deregistered/banned/blackli	sted by any Govt. Authorities/Organizations.
We confirm that we fully agree to the terms and conditions including amendment/ corrigendum if any.	specified in above mentioned TE document,
	(Signature with date) (Name and designation)

Duly authorised to sign tender for and on behalf of