



NOTICE INVITING PRICE QUOTATION (NIPQ)

Ref No. : AIIMSBPLHOSP-GFR2017-RULE166-2017-2018-008

Dated: 03.02.2018

Sub:- Purchase of Reagents/Consumables for LSR Fortessa Flow Cytometer BD biosciences make for Department of Microbiology at AIIMS Bhopal, Saket Nagar, Bhopal-462020 (MP) on Proprietary Article Certificate basis under GFR-2017, Rule-166(i).

AIIMS Bhopal Hospital intends to Purchase Reagents/Consumables for LSR Fortessa Flow Cytometer BD biosciences make for Department of Microbiology at AIIMS Bhopal on Proprietary basis under the provisions of GFR-2017, Rule-166(i) as per the Schedule of Requirement given at Annexure-II. The Proprietary Article Certificate (PAC) certification is attached at Annexure-I for kind perusal.

The above documents are being uploaded for open information to Authorized Dealer/Distributor/Supplier Agency/Firm, who are interested and willing to supply the requested Proprietary nature LSR Fortessa Flow Cytometer Reagents/Consumables for BD Biosciences make in the Department of Microbiology at AIIMS Bhopal. For this purpose interested Agency is required to be submit their Price Quotation in the format given at Annexure-III on their Letter head along with necessary Technical Catalog/Specification details, Proprietary Article Certificate, Authorization for Supply from Manufacturing Company within 7 Days on issue of this Proprietary Article enquiry with clearly mentioning reference **No. AIIMSBPLHOSP-GFR2017-RULE166-2017-2018-008**
Dated: 03.02.2018.

The Sealed Price Quotation along with Proprietary Certificate, Authorization from manufacturing Company, Previous Purchase Orders copies for supply of Similar items to Govt. Hospitals/Institutions/PSUs in last three FYs and Technical Catalog/Specifications should be forwarded to Office of the Medical Superintendent at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP) on or before 24/02/2017 upto 15:00 Hrs., failing which it will be presumed that no any other vendor having the authorization/availability to supply of requested LSR Fortessa Flow Cytometer Reagents/Consumables, BD Biosciences make in the Department of Microbiology at AIIMS Bhopal and based on the same procurement through only known single source (i.e. as mentioned in the Proprietary Article Certificate at Annexure-I) under the Provisions of GFR-2017, Rule-166(i) may be carried out for AIIMS Bhopal Hospital as per the Terms and Conditions given in this NIPQ.

Medical Superintendent



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (India)

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

GENERAL TERMS & CONDITIONS FOR

SUPPLY OF PROPRIETARY ARTICLES UNDER GFR-2017, Rule-166 (i) AT AIIMS BHOPAL

- 1) **PROPRIETARY ARTICLE CERTIFICATE:-** A list of Proprietary nature items requested is given in the **Schedule of Requirement** at **Annexure-II** are fall in the Proprietary Article Category, the Proprietary Article Certificate must be enclosed by the Original Manufacturer Company on their Official Letter head duly Signed and Stamped by the Authorized Signatory.
- 2) **PRICE QUOTATION:-** Prices for Proprietary Articles should be quoted either by the actual Manufacturer or their authorized Distributor/Dealer Agency existing in India in the **Price Quotation format** given at **Annexure-III**.
- 3) **AUTHORIZATION LETTER IN FAVOUR OF DISTRIBUTOR/DEALER:-** It is responsibility of actual Manufacturer to give the Authorization Letter in favour of their Authorized Distributor/Dealer Agency for supply/quote for requested Proprietary Articles to AIIMS Bhopal on their Official Letter head duly signed and stamped by the Authorized Signatory of the Manufacturing Firm.
- 4) **RATE VALIDITY & SUPPLY OF APPROVED ITEMS IN QTY TO ANY EXTENT:-** The Authorized Agency is responsible for the supply of Proprietary Articles to AIIMS Bhopal for at least initial One year period from the date of Signing of Annual Rate Contract on receipt of Notification of Award Letter and liable to supply the Ordered approved Proprietary Articles on offered and approved Rates till the entire One year period or its any extended period in the quantities as per the actual requirement of AIIMS Bhopal up to any extent.
- 5) **RIGHTS TO PRINCIPAL MANUFACTURE/AIIMS BHOPAL:-** If the Principal Manufacturer withdraws rights of distribution from the Distributor/Dealer Agency during validity period of One year Period, the Original Manufacturer himself will be responsible for supply of the approved Proprietary Articles to AIIMS Bhopal directly till the new Distributor/Dealer Agency appointed by him for AIIMS Bhopal supply. Director, AIIMS Bhopal has right to cancel the eligibility of the such discontinued Distributor/Dealer Agency and accept the candidature of new coming authorized Distributor/Dealer of the Original Manufacturer on receiving official communication from his end.
- 6) **SUBMISSION OF PREVIOUS SUPPLY ORDERS COPIES:-** For cross examination of prices offered to AIIMS Bhopal and ensuring that the Bidder is not charging any extra money from AIIMS Bhopal on his prevailing prices on which he had already supplied items to any other Institutions, it is required to provide at least three Previous Purchase Orders Copies of any Govt. Hospital/Institutions/PSUs on where the Bidder had supplied the requested "Proprietary Articles" in last three Financial Years along with this proposal.
- 7) **DEVIATION IN REQUESTED SPECIFICATIONS:-** The eligible Bidder Agency is required to quote strictly as per specification of the equipment its need based on closed system (i.e. Proprietary Article). Any deviation is to specification, it must be brought out clearly giving deviation statement during forwarding their proposal to AIIMS Bhopal on separate Sheet heading "**Deviations**" if any.

- 8) The Bidder should submit an undertaking for acceptance of Terms & Conditions “**Annexure-IV**” on his letter head duly signed and stamped to fulfill all the obligation mentioned here.
- 9) **SIGNING OF ANNUAL RATE CONTRACT:-** The Authorized Distributor Agency on behalf of original manufacturer will execute the annual Rate Contract with AIIMS Bhopal for supply of their approved Rate Proprietary Articles on Non-Judicial Stamp Paper worth of Rs. 100/- on receiving of Notification of Award letter issued by AIIMS Bhopal as per the Format given at Annexure-VI.
- 10) **MINIMUM SHELF LIFE PERIOD:-** The firms should confirm that the supplied proprietary Articles should have minimum 80% shelf life for its use (if falls under the category of Reagents/Kits/Solutions/Consumables etc.). Supplier Agency is liable to replace the substandard/lesser shelf life items as and when the intimation is received from AIIMS Bhopal on free of cost basis.
- 11) **IMPORTANT POINTS FOR QUOTING PRICES:-** The Bidder should also keep following points in mind during offering his price quotation against this NIPQ Enquiry:-
- (i) No increase in quoted price and change in quality of product will be allowed during the validity of the entire Rate Contract period (initially for One year Period) or any extended Rate Contract Period mutually agreed upon by the both parties (i.e. Bidder and AIIMS Bhopal).
 - (ii) Bidder will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Bhopal basis. No condition like discount in price, free goods/ incentives will be accepted towards finalization of the NIPQs. Rates should be according to a unit e.g. cost per unit (as asked in the Schedule of Requirement i.e. Kg/Ltr/Vial/Each/Kit/Item etc. which so ever applicable with clearly mentioning its pack size, preferably as per asked pack size) and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
 - (iii) No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Price Quotation format.
- 12) **FALL CLAUSE:-** If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Director, AIIMS Bhopal. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal will deduct from the pending bills.
- 13) **DELIVERY OF THE SUPPLIES/STORES & PENALTY ON DELAYED SUPPLY: -**
- (i) Delivery of stores shall; be **F.O.R to AIIMS Bhopal**. The AIIMS Bhopal Hospital is not liable for payments on account of Freight/Taxes/Expenditures, which are to be paid inclusively by the suppliers, however the applicable GST will be deducted (if applicable as per GST Rules) from his bill and deposited to the respective statutory bodies.
 - (ii) The firm will be bound to supply the items of Indian make within 30 days (or any lesser period communicated through Purchase Order to meet the emergent nature requirement

of AIIMS Bhopal Hospital) and imported items in 50 days. Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to black listing of the firm depending upon the circumstances of the default/merit of the case.

- (iii) The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty @0.50% per week will levied on supply order value (excluding Tax part) of the item and will be deducted from the payment Bill. The maximum penalty will be 10% against any of Purchase/Supply Order total value (i.e. the maximum delay acceptable only 5 weeks from the time stipulated in the Supply/Purchase Order subject to deduction of applicable LD). No supplies will be entertained after expiry of given supply period plus period allowed subject to deduction of applicable LD in case of Indian make items and in case of Foreign make imported items beyond the time given in the Supply/Purchase Order from the date of issue of supply order as supply order will be treated as cancelled without any further reference and the action as deemed fit shall be initiated as per above para against such defaulter Agency/Firms.
- (iv) Part supplies generally will not be accepted. However, as per AIIMS Bhopal requirement, the vendors shall meet the urgent nature requirement immediately on part supply basis in the interest of public whenever asked by AIIMS Bhopal. For non-supply or part/partial supply, Penalty/LD as per applicable rate mentioned above in above para (iii) shall be imposed and deducted from the Pending Bills of the Agency and action deemed fit shall be initiated.

14) INSPECTION AND ACCEPTANCE OF SUPPLIES:-

Inspection and Acceptance will be done by the duly constituted committee members nominated by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place.

15) PAYMENTS: -

- (i) Payments will be made only after the completion of the supplies as per terms and conditions and specification against above referred Notice Inviting Price Quotation (NIPQ)/Purchase/Supply Order in the designated place of Hospital or Hospital Stores duly approved on satisfactory inspection, acceptance & demonstration in case of equipment in the concerned user department in good condition against the pre-receipted bills in triplicate along with authentic delivery challans. The GST/Custom Duty with applicable Service Tax and any other Taxes of Statutory bodies should be included in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable GST/TDS on prevailing rules to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment. The Authentic Invoice/Challan of Custom Duty paid to the Custom Department shall be enclosed with Payment Claim of the Party for cross verification purpose and after verification only the such claims can be settled.
- (ii) The applicable Taxes shall be deducted and deposited by AIIMS Bhopal to the respective Statutory Bodies on releasing payment claim to respective Bidder Company against their Invoices/Bills presented for payment against satisfactory supply. If any Bidder had already been paid the due applicable taxes (GST) in connection of his presented Bill/Invoice forwarded to AIIMS Bhopal for payment, it is his responsibility to enclose the authentic

Challan copy/Copies in support of his claim for necessary verification and if it is found satisfactory, then the payment claim shall be released accordingly.

16) OTHERS:-

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

17) PACKING & MARKING OF SUPPLIES:-

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

18) PERFORMANCE SECURITY DEPOSIT:-

The Supplier Agency should deposit 5% value of Supply Orders on each occasion issued to them by AIIMS Bhopal during validity of Rate Contract as a Performance Security Deposit in favor of "Director, AIIMS Bhopal" in the form of FDR/Performance Security Bank Guarantee (Format given at Annexure-VIII) from Scheduled National/Commercial Bank in India for a period of Six (06) months. If the Supplier Agency not fulfill the Contractual obligation/any breach of Contract/not honor Purchase Order of AIIMS Bhopal during Rate Contract Period, the AIIMS Bhopal should have full right to forfeiture of Performance Security Deposit Amount of Supplier Agency in total. The Performance Security Deposit shall be released to the Supplier Agency on successful completion of the Performance Security Deposit Period on receipt of satisfactory performance certificate form concerned User department/Store/Pharmacy Store Department.

19) DISPUTES AND ARBITRATION: -

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

20) LAW GOVERNING THE CONTRACT and Jurisdiction

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

21) If as a result of post payment audit any over payment is deducted in respect of any supply/work done by the Agency or alleged to have been done by the Agency under this NIPQ, it shall be recovered by the AIIMS Bhopal from the Agency.

22) If any under payment is discovered, the amount shall be duly paid to the Agency by the AIIMS Bhopal.

23)The Bidder shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIMS Bhopal.

Exclusive right: The Director, AIIMS Bhopal, India.

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

For any enquiry on this NIPQ please email: etender@aiimsbhopal.edu.in

**(Medical Superintendent)
AIIMS Bhopal Hospital**

Please see annexure enclosed: - Annexure-I to IX


Proprietary Article Certificate

Ref No. : AIIMSBPLHOSP-GFR2017-RULE166-2017-2018-008

Dated: 03.02.2018

BD India Pvt Ltd
Boomerang, Unit No.310, A-Wing
3rd Floor, Chandivali Farm Road
Near Powai, Andheri-East
Mumbai-400072
tel : +91-22-33241600
fax: +91-22-28582428

Regd. Office : 204, Tolstoy House,
15, Tolstoy Marg, New Delhi-110001, INDIA
CIN: U74899DL1995PTC064117
www.bd.com/india



PROPREITARY CERTIFICATE

To,
The Director,
All India Institute Of Medical Sciences,
Bhopal.

Kind Attn : Dept of Microbiology

We hereby declare that the below mentioned products are registered trademark of Becton, Dickinson and Company. All trademarks mentioned are proprietary items under intellectual property rights



Sr.No	Cat #	Product	Pack size
1	349202	BD FACS Lysing solution	100 ml
2	650621	CS & T Beads	50 Test
3	342003	BD FACS Flow Sheath	20L
4	340345	BD FACS Clean	5L
5	340346	BD FACS Rinse	5L
6	556286	Rainbow beads	

Becton Dickinson India Pvt. Ltd is authorized to market the product as proprietary items and to provide necessary services in terms of product knowledge and training.

Regards
Manojkumar Komulwar

Area Sales Manager
BD Biosciences,
Pune,
9890020248


Handwritten signature and date: 11/7/17

Procurement of Proprietary Articles under GFR- 2017, Rule No. 166

**Certificate for
Purchase of Proprietary Article Under GFR-2017, Rule-166
Recorded by Indenting Department**

- (1) **Description of Article:** Consumables/Reagents items for BD LSR Fortessa Flow Cytometer BD Biosciences make installed in the Department of Microbiology at AIIMS Bhopal
- (2) **Quantity:** as per details given in Table No. 2.
- (3) **Approximate cost, if known:** Annual Cost Rs. 5,00,000/- (Rupees Five Lakh Only)
- (4) **Maker's name and address:**
M/s BD India Pvt Ltd, Boomerang, Unit No. 310, A-Wing, 3rd Floor,
Chandivali Farm Road, Andheri(East), Mumbai-400072
Ph:022-33241600
- (5) **Name and Address of Authorized Distributor in India:**
M/s Scientific Systems & Chemicals (P) Ltd.,
MIG-5/1, Amer Complex, 1st Floor, Zone-II,
MP Nagar, Bhopal-462011 (MP)
Ph: 0755-4252929, 4282929
Email : mail@sscmp.com
- (6) I am submitting request for approval for the purchase of requested Proprietary Article under GFR-2017 Rule-166 and I certify that: --
- (i) The indented goods, Reagents for "BD LSR Fortessa Flow Cytometer BD Biosciences make" is manufactured by M/s BD India Pvt. Ltd., Boomerang, Unit No. 310, A-Wing, 3rd Floor Chandivali Farm Road, Andheri (East), Mumbai-400072, which is the closed system requirement.
- (ii) No other make or mode is acceptable for the following reasons:-
- (a) It is in the knowledge of the user department that no other manufacturer produces requested Reagents compatible to be used in the BD LSR Fortessa Flow Cytometer of BD Make".
- (7) Concurrence of Finance wing to the Proposal vide : AON No. 211...../2017 Concurred for Annual Value of Rs. 5,00,000/- (Five Lakh only) dated 04../12/2017 on Ante Note Sheet Pg. S/N in concerned proposal file.
- (8) Approval of the competent authority vide : Ante Note Sheet Pg. S/N Dated : 10../12./2017 in concerned proposal file.


(Dr Debasis Biswas)
Professor & Head,
Department of Microbiology
Dated 30../12/2017

SCHEDULE OF REQUIREMENT

Price Quotation Enquiry Ref. No. : AIIMSBPLHOSP-GFR2017-RULE166-2017-2018-008

Dated: 03.02.2018

The List of requested Reagents/Consumables for LSR Fortessa Flow Cytometer BD biosciences make for Department of Microbiology at AIIMS Bhopal is as under:-

S. No.	Required Reagent/Consumable Item Names for LSR Fortessa Flow Cytometer	Pack Size	Qty. (in Pkt)
1	BD FACS Lysing Solution	100 ml	02
2	CS & T Beads	50 Test/ Pkt	01
3	BD FACS Flow	20 Ltr/ Pkt	15
4	BD FACS Clean	5 Ltr/ Pkt	05
5	BD FACS Rinse	5 Ltr/ Pkt	05
6	Rainbow Beads	5 ml / Pkt	01

PRICE QUOTATION

Price Quotation Enquiry Ref. No. : AIIMSBPLHOSP-GFR2017-RULE166-2017-2018-008 Dated: 03.02.2018

(Strictly in the format given below only sealed in the Financial Quotation Envelope)

Quotation Reference No. of the Supplier Agency:..... Dated:/02/2018

GST Registration No. of the Participating Supplier Agency :.....

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

Dear Sir,

I am submitting Price Quotation against your Price Quotation Enquiry No. : AIIMSBPLHOSP-GFR2017-RULE166-2017-2018-008 Dated 03.02.2018 and offering rates for the requested Reagents/Consumables for LSR Fortessa Flow Cytometer BD biosciences make for Department of Microbiology given in the Schedule of Requirement, Annexure-I for routine Clinical Testing at AIIMS Bhopal as below:-

NIPQ ITEM S. No.	NAME OF THE ITEM (AS PER THE SCHEDULE OF REQUIREMENT ANNEXURE-II)	MAKE / Model / Product Catalog Number	Basic Unit Price Per Pack (in Rs.) (A)	GST (in %) (B)	GST (in Rs.) (C)	Total Unit Price Per Pack Inclusive of all Taxes & Expenditure up to FOR (in Rs.) (D)=(A)+(C)
1	BD FACS Lysing Solution					
2	CS & T Beads					
3	BD FACS Flow					
4	BD FACS Clean					
5	BD FACS Rinse					
6	Rainbow Beads					
Total Amount (in Rs.) inclusive of all up to F.O.R.						

- The Financial Quotation evaluation on the basis of per Pack (as per pack size mentioned in Schedule of requirement) Item basis will be carried out and Successful L-1 Bidder/Bidders will be declared accordingly Item Rate wise.
- The rates should be inclusive of all taxes & charges up to F.O.R.

Name(s) & Signature of the Bidder with Stamp/Seal

Name of the Firm

Authorized Signatory:

Contact Details: Cell Nos.....Email Id :

UNDERTAKING**Price Quotation Enquiry Ref. No. : AIIMSBPLHOSP-GFR2017-RULE166-2017-2018-008****Dated: 03.02.2018**

*FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS NIPQ DOCUMENT
(should be printed on the Official Letter head of Manufacturer/their Authorized Distributor/Dealer)*

To

**The Director,
AIIMS Bhopal,
Saket Nagar, Bhopal-462 020 (MP), India**

Sir,

1. The undersigned certify that I/we have gone through the terms and conditions mentioned in the NIPQ Document and undertake to comply with them. I have no objection for any of the content of the NIPQ Document and I undertake not to submit any complaint/ representation against the NIPQ Document after submission date and time of the NIPQ. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of NIPQ.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply the approved awarded Proprietary Articles Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bhopal, during the Rate Contract period under this contract.
3. The Proprietary articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhopal, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. I/We undertake that we will arrange a demonstration of the Proprietary equipment/Goods/Items, preferably within the hospital premises to duly constituted committee if AIIMS Bhopal requested for the same in writing to us. Failure to arrange for a demonstration on the given date may lead to cancellation of our proposal. Cost of such demonstration shall be borne by us (i.e. bidder).
5. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
6. I/We hereby undertake to supply the items during the validity of NIPQ as per directions given in supply order within stipulated period positively.
7. If I/We fail to supply the stores in stipulated period the AIIMS Bhopal hospital has full power to impose LD and deduct the applicable amount from our pending Bills and take appropriate action deemed fit against our firm.
8. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the participating firm or manufacturer.
9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for initial period of One year from the date of signing of the rate contract in the format given in Annexure-VI or till extended as mutually agreed upon. I/we undertake to supply the equipment/stores/goods/items within 30 days for Indian make items and within 50 days for imported items. I/we undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India against our firm.

10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
13. No CBI Inquiry/FEMA/Criminal proceeding/Black listing is pending or going on against the manufacturer/bidder firm. I/We undertake that I will not submit any irrelevant documents with the NIPQ and if any time it is found that I have done any such mistake, I will not have any objection if my Proposal is rejected on that ground.
14. I/we undertake that issues related with Proprietary Article/Intellectual Proprietary Rights shall solely taken care by us and we shall responsible for any kind of issue arise during concurrency of Rate Contract and we shall also undertake that ;we shall indemnify, AIIMS Bhopal in all such related matters.
15. I/We undertake to supply the all Literature (Catalog/Log Book/Maintenance Record/Troubleshooting/Operation Manuals etc.) supplied with each of item provided by Principal Manufacturer in Original to AIIMS Bhopal (if any applicable).
16. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Equipment/stores/goods/items at the prices and rates not exceeding those mentioned in the our Price Quotation offer.
17. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this NIPQ, it shall be recovered by the AIIMS Bhopal from our Agency.
18. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the AIIMS Bhopal.
19. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIMS Bhopal.
20. I/We undertake that we shall deposit Performance Security of 5% value of Supply Orders issued to us by AIIMS Bhopal in favor of "Director, AIIMS Bhopal" in the form of FDR/Performance Security Bank Guarantee from Scheduled Bank in India for a period of Six (6) months. If we fail to fulfill the Contractual obligation/any breach of Contract/not honor Purchase Order of AIIMS Bhopal during Rate Contract Period, the AIIMS Bhopal should have full right to forfeiture of our Performance Security Deposit Amount in total.

Affirmation

I pledge and solemnly affirm that the information submitted in NIPQ documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of NIPQ Rate Contract period. The Director, All India Institute of Medical Sciences, Bhopal (India) will have full authority to take appropriate action deemed fit against our firm.

Signature of Bidder

(Name of Bidder)

Place

With seal of firm

Date.....



ANNEXURE –V

TERMS & CONDITIONS OF SUPPLY ORDER'S

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ samples.
2. The supply should be made between 9.30 am to 4.00 pm on any of the working day and 9.30 am to 12.00pm on Saturday. Part supply will be entertained only in exceptional cases with prior approval of competent authority. However in case due to any reason part supply has been made the payment will be made only after the completion of complete supply.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on the bill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in the name of the "Director, AIIMS Bhopal" in respective stores.
5. The bill should be in printed form having printed bill number, DL No./GST Number (where applicable).
6. The applicable GST Taxes from the supplier Agency's bill shall be deducted and deposited by AIIMS Bhopal directly to the respective Statutory Body and the Certificate for the same to be issued to the Supplier Agency by AIIMS Bhopal. The details of AIIMS Bhopal GST Registration given at **Annexure-IX**.
7. The firms should confirm that the supplied proprietary Articles should have minimum 80% shelf life for its use (if falls under the category of Reagents/Kits/Solutions/Consumables etc.). Supplier Agency is liable to replace the substandard/lesser shelf life items as and when the intimation receipt form AIIMS Bhopal on free of cost.
8. For Indian goods supply time will be 30 days and for imported items 50 days.
9. The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty @0.50% per week will levied on supply order value of the item and will be deducted from the payment Bill. The maximum penalty will be 10% against any of Purchase/Supply Order total value (i.e. the maximum delay acceptable only 5 weeks from the time stipulated in the Supply/Purchase Order subject to deduction of applicable LD). No supplies will be entertained after expiry of given supply period plus period allowed subject to deduction of applicable LD in case of Indian make items and in case of Foreign make imported items beyond the time given in the Supply/Purchase Order from the date of issue of supply order as supply order will be treated as cancelled without any further reference and the action as deemed fit shall be initiated against such defaulter Agency/Firms.

10. All rejected stores shall be at the risk of the supplier and must be removed immediately.
11. *In case it is a computer-generated bill, it must have the DL/ GST Number of the firm clearly mentioned and the seal of the firm affixed on it along with the signature of authorized signatory with date. AIIMS Bhopal will release payment claim after applicable GST/TDS deductions to the Supplier Agency.*
12. The Supplier Agency should submit their Bank Account Details along with their Invoice to AIIMS Bhopal for electronic fund transfer(i.e. NEFT) of their payment Claim against supply on their respective Bank account.
13. Supplier Agency should deposit 5% value of Supply Orders issued to them by AIIMS Bhopal in favor of "Director, AIIMS Bhopal" in the form of FDR/Performance Security Bank Guarantee from Scheduled Bank in India for a period of 06 months. The format for BG is given at Annexure-VIII.

Signature of Bidder

(Name of Bidder)

Place

Date.....

With seal of firm



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website :www.aiimsbhopal.edu.in Email: etender@aiimsbhopal.edu.in

ANNEXURE-VI

ANNUAL RATE CONTRACT AGREEMENT FORMAT

(Form for Entering into Rate Contract with the Original Manufacturer/their Authorized Distributor Agency on Non Judicial Stamp Paper worth of Rs.100/-)

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

AND

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

WHEREAS the 'Client' is desirous to engage the 'Agency' for Supply of approved Proprietary Articles _____ in response to Purchaser's Notice inviting Price Quotation (NIPQ) Ref. No. AIIMSBPLHOSP-GFR2017-RULE166-2017-2018-008 Dated: 03.02.2018 and subsequent Amendment/Corrigendum/NOA (if any issued) to AIIMS Bhopal as per the terms and conditions stated below:-

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

NIPQ ITEM S. No.	NAME OF THE ITEM (AS PER THE SCHEDULE OF REQUIREMENT ANNEXURE-II)	MAKE / Model / Product Catalog Number	Basic Unit Price Per Kit (in Rs.) (A)	GST (in %) (B)	GST (in Rs.) (C)	Total approved Unit Price Per KIT Inclusive of all Taxes & Expenditure up to FOR (in Rs.) (D)=(A)+(C)
1	BD FACS Lysing Solution					
2	CS & T Beads					
3	BD FACS Flow					
4	BD FACS Clean					
5	BD FACS Rinse					
6	Rainbow Beads					
Total Amount (in Rs.) inclusive of all up to F.O.R.						

2. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Bhopal (First Party) for above said Proprietary Article Equipment/Goods/Stores/Items shall remain valid for period for One year subject to extendable for the further period of One year on mutual agreement on same terms and conditions basis. No claim of Second Party for increase of the above mentioned Proprietary items rates during the currency of this Rate Contract shall be entertained by First Party.
3. The Second Party is liable and ensure that the supplied Proprietary Articles Equipment/Goods/Stores/Articles are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk up to F.O.R. to user Department (i.e. where the equipment needs to be installed) at AIIMS Bhopal. The Second party ensure that the supplied proprietary Articles should have minimum 80% shelf life for its use (if falls under the category of Reagents/Kits/Solutions/Consumables etc). Second Party should arrange replacement of substandard/damaged or lesser shelf life items as and when the intimation is received from First Party on free of cost on immediate basis (i.e. within in 10 Days period).
4. The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this e-NIPQ) is liable for supply of regularly required consumables / spares parts / optional accessories for the period of 10 years from the Date of Acceptance of Goods by First Party in case of Equipment. Authorized Agency of the Second Party shall responsible for the supply of Proprietary Articles to AIIMS Bhopal for at least initial One year period from the date of Signing of Annual Rate Contract on receipt of Notification of Award Letter and liable to supply the Ordered approved Proprietary Articles on Offered and approved Rates till the entire one year period or its any extended period in the quantities as per the actual requirement of First Party (i.e. AIIMS Bhopal) up to any extent in case of Consumable Items.
5. If the Principal Manufacturer on whom behalf of Second Party supplying the Items to First Party withdraws rights of distribution from the Distributor/Dealer Agency during validity period of One year Period, the Original Manufacturer (Second Party) himself will be responsible for supply of the approved Proprietary Articles to (First Party) AIIMS Bhopal directly till the new Distributor/Dealer Agency appointed by him for AIIMS Bhopal supply. Director, AIIMS Bhopal has right to cancel the eligibility of the such discontinued Distributor/Dealer Agency and accept the candidature of new coming authorized Distributor/Dealer of the Original Manufacturer (Second Party) on receiving official communication from his end.
6. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the First Party (Director, AIIMS Bhopal). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled and the necessary action deemed fit may be taken against Second Party by first Party.
7. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Proprietary Articles Equipment/Stores/Goods/Items at AIIMS Bhopal.
8. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Rate Contract period.
9. **Fall Clause:** If at any time during the execution and currency of this Rate Contract, the Second Party or his Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party (i.e. Director, AIIMS Bhopal/Medical Superintendent, AIIMS Bhopal), and the necessary difference amount about such reduction or sale or offer of sale to the purchaser (First Party) and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to the Government.

- 10. Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply:-** The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty @0.50% per week will levied on supply order value of the item and will be deducted from the payment Bill. The maximum penalty will be 10% against any of Purchase/Supply Order total value (i.e. the maximum delay acceptable only 5 weeks from the time stipulated in the Supply/Purchase Order subject to deduction of applicable LD). No supplies will be entertained after expiry of given supply period plus period allowed subject to deduction of applicable LD in case of Indian make items and in case of Foreign make imported items beyond the time given in the Supply/Purchase Order from the date of issue of supply order as supply order will be treated as cancelled without any further reference and the action as deemed fit shall be initiated against such defaulter Agency/Firms.
- 11. Inspection of Supplies:-** Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place as per applicable Terms & Condition of this NIPQ.
- 12. Payments:-**
- i) First Party will made Payments to Second Party only after the completion of the project/supplies/installation, Testing & commissioning of Equipment as per terms and conditions and specification against the respective e-NIPQ/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance & demonstration in case of equipment in the concerned user department in good condition against the pre-receipted bills in triplicate along with delivery challans. The GST/Custom Duty with applicable Service Tax and any other Taxes of Statutory bodies should be included in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Income Tax rules to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment.
 - ii) The applicable GST/any other applicable Taxes shall be deducted and deposited by AIIMS Bhopal to the respective Statutory Bodies on releasing payment claim to respective Bidder Company against their Invoices/Bills presented for payment against satisfactory supply. If any Bidder had already been paid the due applicable taxes (GST) in connection of his presented Bill/Invoice forwarded to AIIMS Bhopal for payment, it is his responsibility to enclose the authentic Challan copy/Copies in support of his claim for necessary verification and if it is found satisfactory, then the payment claim shall be released accordingly.
 - iii) **Vendor Registration Form** for registering Vendor in the **Public Finance Management System (PFMS)** implemented at AIIMS Bhopal in the Format given at **Annexure-VII**
- 13. Performance Security Deposit:-** The Second party is liable for deposition of 5% value of Supply Orders issued by First Party to them as a Performance Security Deposit in favor of "Director, AIIMS Bhopal" in the form of FDR/Performance Security Bank Guarantee from Scheduled Bank in India for a period of 06 months. If the Second Party not fulfill the Contractual obligation/any breach of Contract/not honor Purchase Order during Rate Contract Period, the First party should have full right to forfeiture of Performance Security Deposit Amount of Second Party in total. Format for Performance Security Deposit Bank Guarantee is given at **Annexure-VIII**.
- 14. Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
- 15. Law Governing the Contract and Jurisdiction:-** The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

16. Exclusive right to First Party (The Director, AIIMS Bhopal, India).

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply at any time without assigning any reason during the currency of this Rate Contract Period.

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

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

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

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

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

ANNEXURE-VII

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL
PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)**

PFMS UNIQUE CODE:

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

VENDOR PFMS REGISTRATION FORM

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

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

DATE :

PLACE:

VENDOR SIGNATURE WITH SEAL



ANNEXURE–VIII

PERFORMANCE SECURITY BANK GUARANTEE FORMAT

To,

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

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (Stores) (herein after called “the contract”).

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

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

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

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

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

This guarantee shall be valid up to 6 (Six) Months from date of satisfactory supply and acceptance of Supply in the User Department at AIIMS Bhopal i.e. up to ----- (indicate date).

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

.....
 Name and designation of the officer

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



ANNEXURE-IX

AIIMS BHOPAL GST REGISTRATION DETAILS



Government of India And

Government of Madhya Pradesh

Form GST REG-25

Certificate of Provisional Registration

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

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

* * * * *