TENDER DOCUMENT

FOR

SUPPLY AND INSTALLATION OF CYTOGENETIC LAB ITEMS
FOR ANATOMY DEPARTMENT
AT AIIMS BHOPAL

Tender No.: 239.2 AIIMS Bhopal/MC/Anatomy/Cytogenetic Lab Items/2016-17/01 Dated: 22.09.2016

Date of Issue of Tender Document : 22.09.2016
Last Date of Submission of Tender : 18.10.2016
Cost of Tender Document : Rs. 1050/- (Non-Refundable) by the way of Demand Draft in Favour of “Director, AIIMS Bhopal, Payable at Bhopal
NOTICE INVITING TENDER

Tender No.: 239.2 AIIMS Bhopal/HC/Anatomy/Cytogenetic Lab Items/2016-17/01

On behalf of Director, All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal – 462 020 (MP), the Admin Officer invites sealed tenders 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 Cytogenetic Lab Items for Anatomy Department 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, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP) on any working day from 22.09.2016 to 17.10.2016 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 18.10.2016 (Upto 14.00Hrs) in the Tender Box kept in the Office of the Stores Officer at address mentioned above.

(Admin Officer)
AIIMS Bhopal
NOTICE INVITING TENDER (NIT)

Tender No.: 239.2 AIIMS Bhopal/HC/Anatomy/Cytogenetic Lab Items/2016-17/01

(1) On behalf of Director, AIIMS Bhopal, Saket Nagar, Bhopal – 462 020 (MP), the Admin Officer invites sealed tenders in Two Bid System (Technical bid and Financial bid) from reputed, branded eligible and qualified Manufacturer/ their Authorized Dealer to enter into Annual Rate Contract(s) for Supply and Installation of CYTOGENETIC LAB ITEMS FOR ANATOMY DEPARTMENT as shown below appended herewith.

(2) Schedule of Requirement:-

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description of Cytogenetic Lab Items for Anatomy Department (For detailed Technical Specs see CHAPTER 3)</th>
<th>EMD (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cytogenetic Lab Items</td>
<td>70,000/-</td>
</tr>
</tbody>
</table>

(3) Schedule of Tender:-

<table>
<thead>
<tr>
<th>S No.</th>
<th>Schedule</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of Tender Form</td>
<td>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 accompany above Tender Document cost DD in Technical Bid Envelop. Postal Order/Cash/Cheque are not acceptable.</td>
</tr>
<tr>
<td>2</td>
<td>Place of Sale of Tender Enquiry Document</td>
<td>The Office of the Stores Officer , 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)</td>
</tr>
<tr>
<td>3</td>
<td>Date of Sale of Tender Document</td>
<td>From 22.09.2016 to 18.10.2016 on any working day from 10.00 Hrs to 17.00 Hrs.</td>
</tr>
<tr>
<td>4</td>
<td>Pre Bid Tender Meeting (Date, Time &amp; Venue)</td>
<td>03.10.2016 from 15.00 Hrs onwards, at the Board Room, First Floor, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020(MP)</td>
</tr>
<tr>
<td>5</td>
<td>Date and Venue of Submission of Tender</td>
<td>18.10.2016 14.00 Hrs, In the Tender Box kept in the Office of the Stores Officer , 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)</td>
</tr>
<tr>
<td>6</td>
<td>Date and Venue of Opening of Technical Bid</td>
<td>18.10.2016 16.00 Hrs, in the Office of the Stores Officer , 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)</td>
</tr>
</tbody>
</table>

Tender Enquiry documents containing detailed specifications along with terms and condition can be had in person from the Office of Stores Officer, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP) on any working day from 22.09.2016 to 18.10.2016 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 (http://www.aiimsbhopal.edu.in/ 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
(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 Demand Draft drawn in favour of “Director, AIIMS Bhopal” payable at Bhopal. (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 techno commercial bid. The bidders should specifically super-scribe, “Downloaded from the website” on the top left corner of the outer envelope containing techno commercial 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, whether sent by post or by courier or by person are dropped (Bid) in the Tender Box kept in the Office of the Stores Officer, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal – 462 020 (MP).

(7) All Tenders must accompany the prescribed EMD to be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the “Director, AIIMS Bhopal” along with the tender (Technical Bid). No interest is payable on Bid Security. 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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 a mentioned clause 10.6 in Chapter-2 receiving of Supply Order/Notification of Award.

(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. 5)
   b. Chapter-2: Terms and Conditions of Contract (Page No.6 to 16)
   c. Chapter-3: Technical Specifications (Page No. 17 to 18)
   e. Chapter-5: Manufacturer’s Authorization Form (Page-20)
   f. Chapter-6: BANK GUARANTEE FORM FOR EMD (Page-21)
   g. Chapter-7: Price Schedule (Page-22 to 24)
   h. Chapter-8:Technical Bid (Page- 25 to 26)
   i. Chapter-9: Check List (Page-27-28)
   j. Chapter-10: Undertaking A & B (Page-29-31)
Chapter-1
Tender No.: 239.2 AIIMS Bhopal/HC/Anatomy/Cytogenetic Lab Items/2016-17/01 Dated: 22.09.2016

General Instruction to Bidders

Purchase of Cytogenetic Lab Items For Anatomy Department.

1. Sealed tenders are invited under two bid system (Part-I Earnest Money and 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/- (Non Refundable). Tender document can be had in person from the Office of the Store Officer on any working day from 22.09.2016 to 18.10.2016 during 10:00 to 15.00 Hrs except Saturday/Sunday/Holiday on payment of said cost in the form of Demand Draft in favour of “Director, AllIMS Bhopal”, payable at Bhopal. The Tender Document can also be downloaded from the AIIMS website (http://www.aiimsbhopal.edu.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, AllIMS 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 Rs. 70,000/- (Non-Interest bearing). This Earnest money deposit is compulsory and equal to all the prospective bidders, whether they are bidding for single Item or all the items as per the requirement list given in Chapter-7 of this Tender Enquiry Document by any bidder 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, AllIMS Bhopal” payable at Bhopal. (SSI Units registered with NSIC are exempted provided tendered item(s) is (are) included in NSIC registration Certificate.)

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 CYTOGENETIC LAB ITEMS for ANATOMY Department due on 18.10.2016”.

5. The tenderer has to drop the cover sealed in above manner in the Tender Box kept at the Office of the Store Officer, 1st Floor, E-Wing, Medical College Building, AllIMS Bhopal, Saket Nagar-462020 (MP) on or before 18.10.2016 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 AllIMS 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 180 days. EMD shall be refunded to the unsuccessful bidders within 30 days of award of contract to the successful bidder/bidders. AllIMS Bhopal reserves the full rights to increase/decrease the quantity of items in the tender as per requirement.

9. Any dispute is subject to the jurisdiction of Civil Court Bhopal.

(Admin Officer)
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

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 Techno-Commercial 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 resultant 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 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 self-attested copy of valid Certificates or certification as asked in the Chapter-3 Technical Specification (True copies). For Osteology bidders should be registered.

b. Bidders should have minimum experience of total 3 completed supply orders of CYTOGENETIC LAB ITEMS FOR ANATOMY DEPARTMENT in AIIMS New Delhi/PGI Chandigarh/JIPMER/ Govt./Semi-Govt. Hospitals/Corporate Hospitals related Organizations during the last 5 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:-

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
</tr>
</tbody>
</table>
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
The packing for the CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS FOR ANATOMY DEPARTMENT 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 “Important Terms and conditions” and “Quality Control Requirements” under Chapter-2.8, Chapter-2.9 and Chapter-8. 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department fail to conform to the specifications, the Purchaser may reject the CYTOGENETIC LAB ITEMS for ANATOMY Department and the Supplier shall either replace the rejected CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department by the Consignee. In case of supply of the imported CYTOGENETIC LAB ITEMS for ANATOMY Department 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 & Labor etc.)**
8.1 The Tenderer should submit a written guarantee/warranty from the manufacturers starting that the CYTOGENETIC LAB ITEMS being offered is the latest model as per the specifications and the spares for the CYTOGENETIC LAB ITEMS will be available for a period of at least 10 years after the guarantee/warranty period. The manufacturer should also warranty/guarantee that will keep the institute informed of any update of the CYTOGENETIC LAB ITEMS over a period of next 5 years and undertake to provide the same to the institute at no extra cost.

8.2 Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the CYTOGENETIC LAB ITEMS Still the life span, to be decided mutually of the CYTOGENETIC LAB ITEMS, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.

8.3 Guarantee/warranty to the effect that before going out of production of spares parts , the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the CYTOGENETIC LAB ITEMS so that the later may undertake to procure the balance of the life time requirements of spare parts.

8.4 The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blueprints and drawing of the spare parts if and when required in connection with the CYTOGENETIC LAB ITEMS.

8.5 The supplier **warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc.** that the CYTOGENETIC LAB ITEMS FOR ANATOMY DEPARTMENT 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 CYTOGENETIC LAB ITEMS FOR ANATOMY DEPARTMENT 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 CYTOGENETIC LAB ITEMS FOR ANATOMY DEPARTMENT under the conditions prevailing in India.

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

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

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

8.8 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours 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.

8.9 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 CYTOGENETIC LAB ITEMS FOR ANATOMY DEPARTMENT.

9. Payment Terms

9.1 For Domestic Cytogenetic Lab Items for Anatomy Department or Cytogenetic Lab Items for ANATOMY Department of Foreign Origin Located within India/Cytogenetic Lab Items for ANATOMY Department 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:

   (i) Four copies of supplier’s invoice showing contract number, Cytogenetic Lab Items for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department:

   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.

Or

   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.

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

9.5 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.

9.6 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.

9.7 The payment shall be made in the currency / currencies authorised in the contract.

9.8 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.

9.9 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.

9.10 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 Cytogenetic Lab Items for ANATOMY Department 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 contract. The time for and the date of delivery of the CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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:

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 11 of the General Conditions of Contract (Chapter-4), liquidated damages on the CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department and services as are delivered and performed after the date of the delivery stipulated in the contract.
10.5. The supplier shall not dispatch the Cytogenetic Lab Items for ANATOMY Department 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 Cytogenetic Lab Items for ANATOMY Department 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.

10.6. **Required Delivery Schedule:**

For Indigenous Items or for imported Items if supplied from India or Good to be imported and supplied against payment in Indian Rupees:

3-6 weeks from the date of place of order to deliver at consignee site. The date of delivery means delivery at consignee site (bidders may quote earlier delivery period).

For Imported Items directly from abroad:
Six(6) months from the date of opening of irrevocable Letter of Credit for shipment.

11. **Liquidated damages**

If the supplier fails to deliver any or all of the CYTOGENETIC LAB ITEMS for ANATOMY Department or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% per week of delay or part thereof on delayed supply of CYTOGENETIC LAB ITEMS for ANATOMY Department 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.

12. **After Sales Service:**

After sales service center should be available at 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 CYTOGENETIC LAB ITEMS for ANATOMY Department shall be available for at least 10 years from the date of supply of CYTOGENETIC LAB ITEMS for ANATOMY Department.

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 CYTOGENETIC LAB ITEMS for ANATOMY Department to the satisfaction of the user department.

14. The Bidder must be a Manufacturer or its Authorized Agent. Sub-authorization is not accepted.

15. The Bidder shall furnish a brief write-up, packed with adequate data explaining 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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 Chapter-3 Technical Specification that the CYTOGENETIC LAB ITEMS for ANATOMY Department and the allied services to be supplied by the bidder conform to the requirement of the TE documents. Bidder has to submit the brochure of all the items and also has to provide the make/model of all the items.

(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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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-7, Failing to do so the bidder will be treated as disqualified in Technical Bid.

---

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.

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, who 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 Commission 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 CYTOGENETIC LAB ITEMS for ANATOMY Department or already imported CYTOGENETIC LAB ITEMS for ANATOMY Department shall quote only in Indian Rupees. For imported CYTOGENETIC LAB ITEMS for ANATOMY Department if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Canadian Dollar, Singapore Dollar, Euro, GBP, CHF or Yen etc. As regards price(s) for allied services, if any required with the CYTOGENETIC LAB ITEMS for ANATOMY Department, 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

---

Tender No.: 239.2 AIIMS Bhopal/MC/Anatomy/Cytogenetic Lab Items/2016-17/01 Dated: 22.09.2016
The Bidder shall give Item wise price. The Bidder shall indicate on the Price Schedule provided under chapter-6 all the specified components of prices shown therein including the unit prices and total tender prices of the CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department and services as specified for that particular Schedule of Requirement.

The quoted prices for CYTOGENETIC LAB ITEMS for ANATOMY Department offered from within India and that for CYTOGENETIC LAB ITEMS for ANATOMY Department offered from abroad are to be indicated separately in the applicable Price Schedule attached under Section XI.

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

If it is found at any stage that the CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department or CYTOGENETIC LAB ITEMS for ANATOMY Department of foreign origin located within India or CYTOGENETIC LAB ITEMS for ANATOMY Department 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 CYTOGENETIC LAB ITEMS for ANATOMY Department, 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 CYTOGENETIC LAB ITEMS for ANATOMY Department quoted ex-factory etc. or on the previously imported CYTOGENETIC LAB ITEMS for ANATOMY Department of foreign origin quoted ex-showroom etc.;

b) any sales or other taxes and any duties including excise duty, which will be payable on the CYTOGENETIC LAB ITEMS for ANATOMY Department in India if the contract is awarded;

c) 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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; and

f) the prices of annual CMC, as mentioned in Schedule of Requirements, Important Terms and Conditions and Price Schedule.

g) Payment of INR shall be made through Electronic Clearing System only and the charges shall be deducted from the bill.

For CYTOGENETIC LAB ITEMS for ANATOMY Department offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
h) The price of CYTOGENETIC LAB ITEMS for ANATOMY Department quoted FOB/FCA port of shipment, as indicated in the Schedule of Requirement and Price Schedule;

i) The price of CYTOGENETIC LAB ITEMS for ANATOMY Department quoted CIP (name port of destination) in India as indicated in the Schedule of Requirement, Price Schedule and Consignee List;

j) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse 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;

l) 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;

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 forthwith 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, CYTOGENETIC LAB ITEMS for ANATOMY Department 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

Tender No.: 239.2 AIIMS Bhopal/AMC/Anatomy/Cytogetic Lab Items/2016-17/01 Dated: 22.09.2016
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 CYTOGENETIC LAB ITEMS for ANATOMY Department offered from abroad for delivery at CIP/CIF(Port of Entry) in India basis to avail concessional rate of duty.

For the CYTOGENETIC LAB ITEMS for ANATOMY Department to be imported and supplied against payment in Indian Rupees, the Purchaser/Institute shall provide 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.

B. 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:

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

b) The details of the services to be rendered by the agent for the subject requirement.

c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

d) 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 CYTOGENETIC LAB ITEMS for ANATOMY Department.

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.

f) 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 CYTOGENETIC LAB ITEMS for ANATOMY Department 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.
17. **Force Majeure**

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 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 Arbitrator who will be appointed by the Director AIIMS Bhopal the Second Party/Third Party. 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 been 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 blacklisted in the past by any Govt. or Private Organization.

21. If as a result of post payment audit any over payment 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 required by the AIIMS etc.
Chapter-3

Schedule of Requirement and Technical Specification

The Scope of work includes:

Providing Cytogenetic Lab Items For Anatomy Department 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 CYTOGENETIC LAB ITEMS/Instruments as per the requirement list of ANATOMY Department of AIIMS Bhopal.

2. Companies well known in the line of manufacturing CYTOGENETIC LAB ITEMS/Instruments should only quote due to as per our requirement, the supply time mentioned clause 10.6 in Chapter-2 after the issue of Supply Order/NOA/LOA.

3. Tentative list of CYTOGENETIC LAB ITEMS/Instruments required for ANATOMY Department given in requirement schedule may be purchased immediately and Tenderer should be brought on site samples of Instrument/CYTOGENETIC LAB ITEMS 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 CYTOGENETIC LAB ITEMS/Instruments for First Phase Hospital functioning.

4. Future orders will be expedited by achieving a Rate Contract as per the terms and condition of the Tender Document by offering a blender bus discount (overall discount on print rate) on the company’s Rate in their printed Catalogue.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name of Item</th>
<th>Detailed Description &amp;Technical Specification</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cytogenetics &amp; FISH Imaging Platform</td>
<td>Built-in-Koehler illumination for transmitted light 12V100W halogen bulb (pre-centered). Eco Switch for Energy saving switch off the Light when user moves away from the microscope Light preset switch for photography. Built-in filters (LBD-IF, ND6, ND25) Trinocular Observation tube with inclination angle of 30 degree field of view 22mm or more. Three way light distribution of 100:0/20:80/0:100. Universal condenser for bright-field and fluorescence microscopy. Reversed sextuple revolving nosepiece with DIC slot for DIC Applications. Paired Widefield Eyepieces of 10X with minimum field of view about 22mm, better, focusable &amp; adjustable diopter setting 12V 100W transmitted Halogen illumination Plan achromat objective 4X/0.1, Plan achromat objective 10X/0.25, Plan fluor objective 40X/0.65, U Plan Super apochromat objective 100x/1.4 oil immersion X-Y Scanning mechanical stage with two slide holder. It should have 8-10 position or better reflector turret mount for mounting different filter cubes. High Intensity 100W-130W Mercury Illumination Complete fluorescence filter set for all FISH Applications (a) Single Exciter DAPI, (b) Single Exciter FITC, (c) Single Exciter TRITC, (d) Dual Exciter (DAPI / FITC), and (e) Triple Exciter (DAPI / FITC/ TRITC with Multiband pass Emitter &amp; Mirror. (f) Spectrum Aqua Filter Block, (g) Spectrum Gold Filter Block All the filters should be narrow band pass filters.</td>
<td>1</td>
</tr>
</tbody>
</table>
Digital CCD camera with high sensitivity and low noise.
- Chip size: 2/3”
- High resolution of 1360x1024 pixels with pixel size of 6.45 x 6.45um
- Digitization depth – 12 bit
- Frame rate of 15 frames per second (fps) in full resolution
- C-mount adapter 0.63x
- FireWire Interface/Gigabit Interface
- Software should be FDA/IVD approved.

**Database Management Software** – A modern paperless laboratory design management software.
- Manage data, compare chromosomes and produce comprehensive reports to ensure optimal chromosomal analysis statistical analysis and cross-case comparison of all the data.
- Powerful search tool to filter specific cases and cells by any field and/or subtext. A flexible image gallery for viewing of all case images.
- Support multiple languages, Thumbnail images of RAW, Processed Karyotyped/FISH or completed images should be seen in database, The utility to create a report from a freehand combination of chromosomes from any case/s and allows their enhancement with ideograms, comparison etc., generate highly configurable customized reports (Word/PDF). Image processing history should be saved with date and time of each modification.

**Software for Karyotyping analysis** –
- Ability to handle G-,R-,Q- banding, polyploid cells and markers (both bright field and fluorescent metaphases), automatic contour to widen and shrink the chromosome in one click, ability to add missing telomeric regions directly in karyotype view. Multi functional tool which eliminate the need of switching between other tools offering background uniformity correction, automatic segmentation of touching chromosomes, optimized image enhancement, contrast and band sharpness. Ability to annotate and prepare the customised ideograms, Support of ISCN ideogram with 300, 400, 550, 700 and 850 band resolutions. Software should provide estimated band resolution for each metaphase.

**FISH Software** –
- Support for automated filter wheels, Z-stacking, Up to 12 fluorochrome channels per image, Handles metaphase, interphase and tissue samples with two, three or more probes, Extended focus image generation from focus image series, Exporting 3D scanned data for external 3D analysis and visualization. Automatic Image exposure and enhancement, together with the auto-conversion of image sequences at various focal planes.
- Automatic background, contrast, brightness and sharpness adjustments, to enable optimal display of the faintest signals in a few seconds.
- Integrated quantitative signal and objective analysis module.
- Compatible latest branded computer i5 Processor with at least 4GB Ram, 1TB HDD, 1GB Graphic memory, Windows 7 professional 64 bit, 24 inch TFT screen, Compatible online UPS with 30 minutes backup to support the entire system.
- Thermal printer with papers
- Complete System should be FDA/IVD certified

**Warranty**
- 5 yrs for instruments & 5 yrs for software

*L-1 will be decided group wise. Bidder has to submit EMD GroupWise for which they are bidding. Bidder has to bid for all items in each group for which they are bidding otherwise they will be treated as disqualified.*

Tender No.: 239.2 AIIMS Bhopal/MC/Anatomy/Cytogenetic Lab Items/2016-17/01 Dated: 22.09.2016
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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 (description of Cytogenetic Lab Items for Anatomy Department and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised 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 62 (Sixty Two) months from the date of satisfactory installation of the Cytogenetic Lab Items for Anatomy Department i.e. up to ------------------- (indicate date).

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

...........................................................
Name and designation of the officer

...........................................................
Seal, name & address of the Bank and address of the Branch
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 document No _________________________________, dated ________________

We, _______________________________ (name and description of the Cytogenetic Lab Items for ANATOMY Department offered in the tender), having factories at ________________, hereby authorise Messrs____________________________ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above Cytogenetic Lab Items for Anatomy Department manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. ________________________________ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above Cytogenetic Lab Items for Anatomy Department manufactured by us.

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

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

Yours faithfully,

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

Note:-
1. This letter of 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 the manufacturer.
2. Original letter may be sent.
Chapter-6

BANK GUARANTEE FORM FOR EMD

Whereas _______________________________________________________________ (hereinafter called the “Bidder”) has submitted its quotation dated _______________ for the supply of ____________________________________________________________ (hereinafter called the “Tender”) against the Purchaser’s Tender Enquiry No. ____________________________________________________________________ Know all persons by these presents that we __________________________ of ______________________________________________ (Hereinafter called the “Bank”) having our registered office at ________________________________ are bound unto ___________________________________________ (hereinafter called the “Purchaser”) in the sum of _________________________________ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____________________ day of _______ 20____. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a) fails or refuses to furnish the performance security for the due performance of the contract.

or

b) fails or refuses to accept/execute the contract.

or

c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized Office of the Bank __________________________

Name and designation of the Officer _________________________________

Seal, Name & Address of the Bank and Address of the Branch___________
## Chapter 7

### PRICE SCHEDULE

**A) PRICE SCHEDULE FOR DOMESTIC CYTOGENETIC LAB ITEMS FOR ANATOMY DEPARTMENT OF FOREIGN ORIGIN LOCATED WITHIN INDIA TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES**

| Item No. | Brief Description of Items | HS Code | Country of Origin | Quantity (Nos.) | Ex-factory/Ex-warehouse (a) | Custom Duty (if any) [%age & value] | Excise Duty (if any) [%age & value] | Sales Tax/VAT (if any) [%age & value] | Packing and Forwarding charges (d) | Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/unloading and incidental costs upto consignee’s site (e) | Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee’s site (f) | Unit Price (at Consignee Site) basis (g) | CMC for 5 yrs. As per Col.5 of price schedule-C (h) | Total Price (at Consignee Site) basis (Rs.) (4 x 5(g)+h) |
|----------|-----------------------------|---------|-------------------|-----------------|-----------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------|---------------------------------|---------------------------------|
| 1        | Cytogenetics & FISH Imaging Platform | 1       |                   |                 |                             |                                  |                                 |                                  |                                 |                                                                                                  |                                                                                                  |                                 |                             |                                  |                                 |

**Total Tender price in Rupees:**

**In words:**

**Note:**

1. Rates must be quoted for all item failing which Tenderer will be treated disqualified from Financial Bid.
2. Lowest-1 will be worked out on aggregate basis.
3. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
4. The charges for Annual CMC after warranty shall be quoted separately as per Price Schedule C.
5. Items is to be Imported if quoted in Indian currency, the Custom Duty applicable will be after the provision of Custom Duty Exemption Certificate (CDEC) which will be issued by the Institute whichever demanded.

Name___________________________

Business Address_______________________

Place: _________________________

Date: _________________________

Signature of Bidder______________________

Seal of the Bidder _______________________

**Note:- The rate is to be quoted only in this proforma.**
### PRICE SCHEDULE FOR CYTOGENETIC LAB ITEMS FOR ANATOMY DEPARTMENT TO BE IMPORTED FROM ABROAD

<table>
<thead>
<tr>
<th>Item no. as per Schedule of Requirement given in Chapter r-3</th>
<th>Item</th>
<th>Description</th>
<th>HS Code</th>
<th>Country of Origin and place of Lading</th>
<th>Quantity (Nos.)</th>
<th>FOB price at port of lading (a)</th>
<th>Carriage &amp; Insurance (port of lading of port of entry) (b)</th>
<th>CIP cost at port of entry of Entry (in Foreign currency) (C)</th>
<th>Applicable Custom Duty beyond CDEC + (CDEC will provided by AIIMS Bhopal) (d)</th>
<th>Incidental costs including C&amp;F, Inland Transportation, Transit Insurance &amp; other Incidental cost (including Installation, Commissioning, Supervision, Demonstration and Training) at the Consignee’s site (e)’</th>
<th>Indian Agent Commission (f)</th>
<th>Unit Price in Indian Currency (g)=d+e+f</th>
<th>Total Price in Foreign Currency (A)=5x6(c’)</th>
<th>Total Price in Indian Currency (B)=4x6 (g)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cytogenetics &amp; FISH Imaging Platform</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C. PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description of Ophthalmology Department Equipment</th>
<th>Quantity (Nos.)</th>
<th>Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*</th>
<th>Total Unit Price of CMC</th>
<th>% Service Tax</th>
<th>Total Unit CMC Price with Service Tax h= (f+g)</th>
<th>Total Annual Comprehensive Maintenance Contract Cost for 5 Years [ 3 x (4h) ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cytogenetics &amp; FISH Imaging Platform</td>
<td>1</td>
<td>1st 2nd 3rd 4th 5th</td>
<td>f</td>
<td>g</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

NOTE:-
3. In case of discrepancy between unit price and total price, THE UNIT PRICE shall prevail.
4. 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 Equipment for Anatomy Department and Turnkey (if any).
5. 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.
6. Cost of CMC will be added for Ranking/ Evaluation purpose.
7. The payment of CMC will be made as per clause 9 Chapter-2.
8. 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.
9. All software updates should be provided free of cost during CMC period.
10. The stipulations in Technical Specification *Important Terms and Condition (Section VII) will supersede above provisions.
11. 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: __________________________________
Date: _________________________________
Signature of Bidder______________________
Seal of the Bidder_______________________
Chapter – 8

TECHNICAL BID
(It is mandatory for all Bidders; they should fill all fields “Clearly” in this form)

1. For the Supply of Cytogenetic Lab Items at All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal-462020 (MP)

2. Name of Company/Firm/Agency and its Registration No.

3. Name of proprietor / Director of the Company/Firm/Agency

4. Full Address of Reg. Office (A copy of Company/ Firm/ Agency registration must be enclosed)

   Telephone Nos.

   Fax Nos.

   E-mail Id

5. Details of Banker of the Firm with full address

   Telephone Nos. of Banker

   Fax Nos. of Banker

   E-mail Id of Banker

6. Bank Ac/s No. of Firm for ECS payments

7. PAN, TIN, TAN, VAT, Service Tax Registration No of the Firm (Enclose a copy of the same)

8. Details of Cost of Tender

9. Details of EMD

10. Financial turnover of the tendering Company/Firm Agency for the last three financial years : (Attach separate sheet if space provided insufficient)

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Amount (Rs. Lakh)</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014-2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-2016</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 2013-14, 2014-2015 and 2015-16).

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)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name &amp; Address of the client with details- Name of the contact person, telephone no Fax no. e-mail id</th>
<th>Name &amp; quantity of the items sold</th>
<th>Purchase Order No/Date</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. Submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier.

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: ___________________________
## Chapter-9

**Check List**

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Activity</th>
<th>Yes/ No/ NA</th>
<th>Page No. in the TE document</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name Of Manufacturing Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name Of Bidder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Contact Numbers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Complete Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Have you enclosed Tender Fees of required amount for the quoted schedules? Attach Details</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Have you enclosed EMD of required amount for the quoted schedules? Attach Details</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.a</td>
<td>Have you enclosed duly filled Tender Form as per format in Chapter-11?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.b</td>
<td>Have you enclosed Power of Attorney in favour of the signatory?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.a</td>
<td>Have you enclosed clause-by-clause technical compliance statement for the quoted Cytogenetic Lab Items vis-à-vis the Technical specifications as mentioned in Chapter-3?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.b</td>
<td>In case of Technical deviations in the compliance statement, have you identified and marked the deviations?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.a</td>
<td>Have you submitted satisfactory performance certificate as per the details required in Chapter-3, Clause 2 also attach documents in respect of all orders?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.b</td>
<td>Have you submitted copy of the order(s) and end user certificate as per the details required in Chapter-3, Clause 2?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Have you submitted manufacturer’s authorization as per Chapter-5?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Have you enclosed Cytogenetic Lab Items catalogue, leaflet, and brochure with full details of quoted ANATOMY Items?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.a</td>
<td>Have you kept validity of your bid 9 months from the date of opening of Techno Commercial Bid as per the TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.b</td>
<td>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</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>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</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>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</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Have you fully accepted payment terms as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sl No.</td>
<td>Activity</td>
<td>Yes/ No/ NA</td>
<td>Page No. in the TE document</td>
<td>Remarks</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------------------------------</td>
<td>-------------</td>
<td>----------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>17.</td>
<td>Have you fully accepted delivery period as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Have you submitted the certificate of incorporation? Attach Copy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Have you accepted the warranty as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Have you accepted terms and conditions of TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Have you furnished documents establishing your eligibility &amp; qualification criteria as per TE documents?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Have you furnished Annual Report (Balance Sheet and Profit &amp; Loss Account) for last three years prior to the date of Tender opening? Attach Copy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Have you submitted an affidavit that the firm has not been black listed in the past by any Govt. Institution/Hospital/Organization? None of my relative is posted in Purchasers organisation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (Principal)?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>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)?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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)
CHAPTER – 10-A

Tender No.: 239.2 AIIMS Bhopal/HC/Anatomy/Cytogenetic Lab Items/2016-17/01 Dated: ………………

UNDERTAKING

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

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

To

The Director,

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

Sir,

1. The undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.

2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply the approved awarded items in the approved prices to AIIMS Bhopal, during the Rate Contract period under this contract.

3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhopal, India (herein after called the said Officer) as regard to the quality and kind of article shall be final and binding on me.

4. Bid security/Performance security 10% of the cost of the supply value shall be deposited by me in the form of DD/FDR/Bank Guarantee in the name of “The Director, All India Institute of Medical Sciences, Bhopal (India)” as attached herewith and shall remain in the custody of the Director till the validity of the Tender Contract plus three month (i.e. for 15 months).

5. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.

6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.

7. If I/We fail to supply the stores in stipulated period the AIIMS Bhopal hospital has full power to compound or forfeit the Bid Security/Security Deposit.

8. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.

9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for initial one year period from the date of approval of the rate contract in the format given in Annexure-XI or till extended as mutually agreed upon. I undertake to supply the stores within 35 days. I undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.

10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the
11. I/We undertake that the items supplied are as per sample/catalogue/technical literature description.

12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.

13. Affidavit regarding No CBI inquiry/FEMA/Criminal proceeding/Black listing is pending or going on against the manufacturer/Bidder firm is also enclosed. None of my relative is posted/working in AIIMS Bhopal. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.

14. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the stores at the prices and rates not exceeding those mentioned in the Financial Bid.

**Affirmation**

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

**Signature of Bidder**

(Name of Bidder Company with Seal )

Place .....................

Date .....................
CHAPTER – 10-B

Tender No.: 239.2 AIIMS Bhopal/HC/Anatomy/Cytogenetic Lab Items/2016-17/01 Dated: ………………

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

I/We………………………………………… S/o……………………………………… Resident of ………………………………………………………………………………………………………
………………………………………………………………………………………………………………… Do solemnly pledge and affirm: -

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

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

Name & Signature

Seal of the participating Bidder Company with Date

Affirmation/Verification