



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

**TENDER DOCUMENT
FOR
SUPPLY AND INSTALLATION OF 4 LASER BENCH-TOP FLOW
CYTOMETER ANALYSER
AT AIIMS BHOPAL**

**Tender No.: 176
AIIMS BHOPAL/MC/4 LASER BENCH-TOP FLOW CYTOMETER
ANALYSER/2014-15/01**

Date of Issue of Tender Document	:	14.01.2015
Last Date of Submission of Tender	:	04.02.2015
Cost of Tender Document	:	Rs. 1050/- (Non-Refundable) by the way of Demand Draft in Favour of "Director, AIIMS Bhopal, Payable at Bhopal



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NOTICE INVITING TENDER

Tender No.: 176

AIIMS BHOPAL/MC/4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER/2014-15/01 Dated 14.01.15

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 for purchase of **4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER** for Regional Virology Laboratory 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 14.01.2015 to 03.02.2015 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 04.02.2015 (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.: 176

AIIMS BHOPAL/MC/4 LASER BENCH-TOP FLOW CYTOMETER

ANALYSER/2014-15/01 Dated 14.01.2015

(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 for Supply and Installation of 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSERs as shown below appended herewith.

(2) Schedule of Requirement:-

Group No.	Brief Description of 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER (For detailed Technical Specs see Section-3)	Qty.	EMD ITEMWISE (In Rs)
1.	4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER	1	2,50,000

(3) Schedule of Tender:-

S No.	Schedule	Particulars
1	Cost of Tender Form	Rs. 1050/- (One Thousand Fifty Only) Non Refundable in the Form of DD in favour of “ Director, AIIMS Bhopal ” from any Nationalized bank. Those who have downloaded the tender document should place the DD (covering the cost of Tender Document) in Technical Bid Envelope. <i>Postal Order/Cash/Cheques are not acceptable.</i>
2	Place of Sale of Tender Enquiry Document	The Office of the Stores Officer , 1 st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)
3	Date of Sale of Tender Document	From 14.01.2015 to 03.02.2015 on any working day from 10.00 Hrs to 17.00 Hrs.
4	Pre Bid Tender Meeting (Date, Time & Venue)	21.01.2015 from 15.00 Hrs onwards, at the Board Room, First Floor, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020(MP)
5	Date and Venue of Submission of Tender	04.02.2015 14.00 Hrs, In the Tender Box kept in the Office of the Stores Officer , 1 st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)



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6	Date and Venue of Opening of Technical Bid	04.02.2015; 16.00 Hrs in the Office of the Stores Officer , 1 st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)
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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 14.01.2015 to 03.02.2015 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 Draft drawn in favour of "Director, AIIMS Bhopal", payable at Bhopal and is kept in the Technical Bid Envelope. The reference of the DD is to be super scribed on the main envelope of Technical Bid.

- (4) Tender Enquiry Documents may be purchased on payment of non-refundable fee **(as mentioned above in Point No. (1) in Indian currency or an equivalent amount in foreign currency) by way of 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 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) (Page 3)**
- (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 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER are very important factor to the Purchaser (i.e. for AIIMS Bhopal), Only those Tenderers should participate, who are confident to complete the entire work/job within 8-10 week time after receiving of Supply Order/Notification of Award.



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(11) This Tender Enquiry Document is not transferable.

(12) The Tender Document has been divided into the following chapters:-

- a. **Chapter-1: General Instructions to Bidders (Page No. 6)**
- b. **Chapter-2: Terms and Conditions of Contract (Page No. 7 - 14)**
- c. **Chapter-3: Technical Specifications (Page No. 15 - 16)**
- d. **Chapter-4: Bank Guarantee From Performance Security/CMC Security (Page – 17)**
- e. **Chapter-5: Manufacturer's Authorization Form (Page-18)**
- f. **Chapter-6: Bank Guarantee Form for EMD (Page-19)**
- g. **Chapter-7: Price Schedule (Page-20- 21)**
- h. **Chapter-8: Technical Bid (Page- 22- 23)**
- i. **Chapter-9: Check List (Page- 24-25)**
- j. **Chapter-10: Consignee Receipt Certificate (Page-26)**
- k. **Chapter-11: Final Acceptance Certificate By Consignee (Page-27)**
- l. **Chapter-12: Tender Form (Page-28)**

(Admin Officer)



Chapter-1

AIIMS BHOPAL/MC/4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER/2014-15/01 Dated 14.01.2015

General Instruction to Bidders

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/- (One Thousand Fifty Only)(Non Refundable).Tender document can be had in person from the Office of the Store Officer on any working day from 14.01.2015 to 03.02.2015 during 10:00 to 15.00 Hrs except Saturday/Sunday/Holyday on payment of said cost in the form of Demand Draft in favour of "Director, AIIMS 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, AIIMS Bhopal", payable at Bhopal and is kept in the Technical Bid Envelope. The reference of the DD is to be super scribed on the main envelope of Technical Bid.
3. The amount of Earnest money deposit (EMD) is Rs. 2, 50, 000/- (Rupees Two Lakhs Fifty Thousand only) as mentioned in Schedule Of Requirement on Page No-3. 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, AIIMS Bhopal**" payable at Bhopal.
4. The Tenderer is required to prepare two sealed cover super scribed as (i) **Cover-I-Technical Bid**, and (ii) **Cover-II – Financial Bid**. Both covers should be kept **in one main sealed cover** super scribed as "Tender for Purchase of 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER due on **04.02.2015**".
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, AIIMS Bhopal, Saket Nagar-462020 (MP) on or before 04.02.2015 by 14.00 Hrs. positively. The tender shall not be accepted beyond the stipulated date and time under any circumstances whatsoever.
6. The Technical bid will be opened on the same day at 15.00 hrs by a Committee constituted by the competent authority of AIIMS Bhopal, in its office in the presence of the Tenderers or their authorized representative who wish to be present. **The date and time for opening of Financial Bids of the technically qualified Tenderers shall be communicated later as per convenience of this office.**
7. The Authority reserves the right to reject/cancel any or all the tenders at any time or to relax/amend/withdraw any of the terms and conditions as contained in the Tender Documents without assigning any reason, thereof. Any inquiry after submission of the tender will not be entertained.
8. Bidders shall not approach for refund of EMD till the finalization of the tendering process and award of contract to qualifying Tenderer. The offer should remain valid for a minimum period of 90 days. EMD shall be refunded to the unsuccessful bidders within 30 days of award of contract to the successful bidder/bidders.
9. AIIMS Bhopal reserves the full rights to increase/decrease the quantity of items in the tender as per requirement.
10. Any dispute is subject to the jurisdiction of Civil Court Bhopal.

(Admin Officer)



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..

The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:

- (i) Account Payee Demand Draft
- (ii) Banker's Cheque
- (iii) FDR
- (iv) 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.

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 3 months, the EMD shall be valid for 365 days from Technical Bid 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 valid ISO APPROVAL (True copies)
- b. Bidders should have minimum experience of total 3 completed supply orders of SUPPLY & INSTALLATION 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER's/ instruments/ similar nature of work of commissioning in any organization 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:-

	Description
Item 1	Bidder should have average annual financial turnover of Rs.90 Lakhs , during the last three Financial Years ending 31st March 2014 and should not have incurred loss in last 3 years. A letter duly signed by the Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit & Loss Account must accompany with Technical Bid.



	<p>i) Should have satisfactorily completed <u>Similar Single Work of Rs. 1 Crore</u> OR</p> <p>ii) Should have satisfactorily completed <u>Two Similar works each costing Rs. 75 Lakhs</u> OR</p> <p>iii) Should have satisfactorily completed <u>Three Similar Works each costing Rs. 50 Lakhs</u></p>
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Bidder should produce Income tax returns & Balance sheets for the Past three years ending **31st March 2014** along with copy of PAN/TIN No. Sales Tax registration Certificate.

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.

4. Packing and Marking

The packing for the 4 Laser Bench-top Flow Cytometer items to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (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 4 Laser Bench-top Flow Cytometer and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. 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 4 Laser Bench-top Flow Cytometer item & Installation to confirm their conformity to the Contract Specification at no extra cost to the Purchaser. The "Important Terms and Conditions" 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 4 Laser Bench-top Flow Cytometer 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 4 Laser Bench-top Flow Cytometer fail to conform to the specifications, the Purchaser may reject the 4 Laser Bench-top Flow Cytometer and the Supplier shall either replace the rejected 4 Laser Bench-top Flow Cytometer 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 Equipment for Regional Virology Laboratory items 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 4 Laser Bench-top Flow Cytometer by the Consignee. In case of supply of the imported 4 Laser Bench-top Flow Cytometer 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 i.e. FOB Destination AIIMS Bhopal.

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

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

8.1 The supplier **warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc.** that the 4 Laser Bench-top Flow Cytometer 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 4 Laser Bench-top Flow Cytometer 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 4 Laser Bench-top Flow Cytometer under the conditions prevailing in India.

8.2 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per Chapter-2 clause number 8.1 above irrespective of any other period mentioned elsewhere in the bidding documents.

8.3 Upon receipt of such notice, the supplier shall, within 48hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective 4 Laser Bench-top Flow Cytometer or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/4 Laser Bench-top Flow Cytometer after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/4 Laser Bench-top Flow Cytometer thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

8.4 In the event of replacement of defective 4 Laser Bench-top Flow Cytometer during the warranty period, the warranty for the replaced 4 Laser Bench-top Flow Cytometer shall be extended for a further period.

8.5 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48hours on a 24(hrs.) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

8.6 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 4 Laser Bench-top Flow Cytometer .



9. Payment Terms

9.1 For Domestic 4 Laser Bench-top Flow Cytometer or 4 Laser Bench-top Flow Cytometer of Foreign Origin Located within India/4 Laser Bench-top Flow Cytometer to be imported and supplied against payment in Indian Rupees:

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

- (i) Four copies of supplier's invoice showing contract number, 4 Laser Bench-top Flow Cytometer description, quantity, unit price and total amount.
- (ii) Final Acceptance as per Chapter-11 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).

10. Delay in the Supplier's performance

10.1 The supplier shall deliver of the 4 Laser Bench-top Flow Cytometer and Installation 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 4 Laser Bench-top Flow Cytometer 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 4 Laser Bench-top Flow Cytometer 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 4 Laser Bench-top Flow Cytometer 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, inter alia 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 4 Laser Bench-top Flow Cytometer , which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works



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Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

- 10.5. The supplier shall not dispatch the 4 Laser Bench-top Flow Cytometer 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 4 Laser Bench-top Flow Cytometer without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

11. Liquidated damages

If the supplier fails to deliver any or all of the 4 Laser Bench-top Flow Cytometer 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 Equipment for Regional Virology Laboratory 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 the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/ Indian Agent. Undertaking by the Principals that the spares for the 4 Laser Bench-top Flow Cytometer shall be available for at least 10 years from the date of Supply of Equipment for Regional Virology Laboratory.

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 4 Laser Bench-top Flow Cytometer 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 4 Laser Bench-top Flow Cytometer and Quality Control.

16. PREPARATION OF TENDERS

- A. All pages of the Tender should be page numbered and indexed.
- B. It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.
- C. The authorized signatory of the bidder must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- D. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- E. Tender sent by fax/telex/cable/electronically shall be ignored.



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
- (ii) 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.
- (iii) Bidder/ Agent who quoted for 4 Laser Bench-top Flow Cytometer manufactured by other manufacturer shall furnish valid Manufacturer’s Authorization Form.
- (iv) Power of Attorney in favour of signatory of TE documents and signatory of manufacturer’s Authorization Form.
- (v) Documents and relevant details to establish in accordance with Chapter-3 Technical Specifications that the 4 Laser Bench-top Flow Cytometer and the allied services to be supplied by the bidder conform to the requirement of the Tender documents.
- (vi) Performance Statements with relevant copies of orders and end users satisfaction certificate.
- (vii) Price Schedule(s) as per Chapter-6 (A,B,C,D) filled up with all the details including Make, Model Quantity etc. of the 4 Laser Bench-top Flow Cytometer **offered with prices blank** (without indicating any prices).
- (viii) Certificate of incorporation in the country of origin.
- (ix) The bidder has to check all the required documents mentioned in Checklist in Chapter-8, Failing to do so the bidder will be treated as disqualified in Technical Bid
- (x) Certification requires as mentioned in Chapter-3 Technical Specifications.
- (xi) Bidder has to submit the sample if asked by the competent authority for sample verification.
- (xii) 3 years’ Balance sheet, duly certified by Chartered Accountant
- (xiii) List of institutions where similar installation has been done in the last 3 years, with copies of Purchase Order

B.1 Price Bid (Financial Bid):

The tenderer should quote the rates for the imported items or Indian goods in Indian Rupees only as mentioned in Financial Bid in Chapter-6.

B.2 Tender currencies

The bidder supplying indigenous 4 Laser Bench-top Flow Cytometer or already imported 4 Laser Bench-top Flow Cytometer shall quote only in Indian Rupees of all taxes applicable. For imported 4 Laser Bench-top Flow Cytometer if supplied directly from abroad, prices shall also be quoted in Indian rupees only inclusive of all taxes applicable. As regards price(s) for allied services, if any required with the 4 Laser Bench-top Flow Cytometer, 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.

B.3 Tender Prices

The Bidder shall give Item wise price. The Bidder shall indicate on the Price Schedule provided under Chapter-6 only no other format of financial Bid will be entertained. Prices to be quoted should include all taxes & 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.

The quoted prices for 4 Laser Bench-top Flow Cytometer offered from within India and that for 4 Laser Bench-top Flow Cytometer offered from abroad are to be indicated separately in the applicable Price Schedule attached under Chapter-6.



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Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

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The price quoted by the Bidder for good shall not be higher than the lowest price charged for the 4 Laser Bench-top Flow Cytometer of the same nature, class or description to an individual/ firm/ organisation or department of Govt. or India.

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

For domestic 4 Laser Bench-top Flow Cytometer or 4 Laser Bench-top Flow Cytometer of foreign origin located within India or 4 Laser Bench-top Flow Cytometer to be imported and supplied against payment in Indian Rupees e the prices should be quoted inclusive of all taxes like (sales tax, CST, VAT, CENVAT, Excise Duty etc). Bidder has to quote the final price of the items For F.O.R Destination i.e. AIIMS Bhopal in Indian Rupees only as shown in Chapter-6 Price Schedule. Prices should be quoted in Indian Rupees only other than Indian rupees other currency will not be entertained.

B.4 Tender Validity

If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 6 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.5 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. If dispute or difference of any kind shall arise 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



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

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. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Director, AIIMS Bhopal.
- iii. The venue of arbitration shall be Bhopal, MP, and India
19. The tenderer shall furnish a non-blacklisting certificate that the firm has not ben blacklisted in the past by any Government/Private Institution.
20. The tenderer/supplier has to give an affidavit on on-judicial stamp paper of Rs. 100/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been black listed in the past by any Govt. or Private Organization.



Chapter-3

Schedule of Requirement and Technical Specification

The Scope of work Includes:

Providing **4 Laser Bench-top Flow Cytometer** for Regional Virology Laboratory based on specified make list and international standard specifications, keeping in mind the following essential requirement to participation in this Tender document:-

1. We are looking for reputed well known Manufacturer's/Authorized Dealers/Supplier companies, who will supply the high quality Equipment /Instruments as per the requirement list of Regional Virology Lab of AIIMS Bhopal.
2. Companies well known in the line of manufacturing Equipment/Instruments should only quote as per our requirement. The supply time is 3-6 weeks only after the issue of Supply Order/NOA/LOA.
3. Tentative list of Equipment/Instruments required for Regional Virology Lab given in requirement schedule may be purchased immediately and Tenderer should provide on- site samples of Instrument/Equipment for display if directed by the Technical Evaluation Committee during evaluation comprising the Subject Experts duly constituted by the Competent Authority (Director, AIIMS Bhopal).

Item No.	Name of Item	Detailed Description & Technical Specification	Qty.
1.	4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER	<ol style="list-style-type: none">1. A Bench top Flow cytometer analyser with 488 nm, 640 nm, 405 nm and 355nm lasers.2. It should have capability of simultaneous 18 fluorescence (20 parameters) measurement.3. It should be upgradable with 3 more lasers and the instrument should have seven beam spot for using all 7 lasers simultaneously.4. It should have fixed optical assembly with spatially separated laser beams for less spillover.5. Instrument should have QC feature which would help to track system performance and be able to adjust for instrument variability.6. System should have Low, medium and high flow rates.7. The system should have reflective collection optics8. System should have Fluorescence Sensitivity of less than or equal to FITC-90, PE-40 MESF.9. It should have digital acquisition system for signal processing.10. Instrument should have feature of inbuilt walk away automation for analysis from 96 and 384 well plates directly.	1 No



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

		<ol style="list-style-type: none"> 11. The system should be able to acquire 35,000 events/second or more. 12. Should come with compatible work station and necessary software for data acquisition and analysis and color printer. 13. The Data management system should have the following specifications: pc workstation with at least 3.0 ghz, 160 Gb hard drive, dvd/cd-rom read/write combo drive, two 22" LCD monitor. 14. The company should have minimum of 150 installations in the country and should provide the list of installations, full address. 15. The company should have full-fledged flowcytometry training centre in India providing regular training courses on research applications with documented proof. 16. The company should provide regular software updates, whenever released, free of cost for the entire life of the instrument. 17. The company should provide 2 years' warranty from the date of installation and 3 years' CMC after the expiry of the warranty free of cost. 18. The company should provide Flow Jo advanced offline analysis software (Licenced version). 19. The company should supply all the start up reagents free of cost. 20. The instrument should have UPS back-up of at least 30 minutes. 21. The company should provide onsite training for scientists and application training to three scientists, free of charge, including travel 22. The company should shift the complete instrumental set up and reinstall from one campus to another campus, free of cost, as and when required. 	
--	--	---	--

The Technical Bid & Financial Bid should be kept in two separate sealed envelope superscripting with "Technical Bid for Supply of 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSERat AIIMS Bhopal' and "Financial Bid for Supply of 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSERat AIIMS Bhopal' otherwise the Tenderer bid will be rejected.



Chapter-4

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY /CMC 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 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER 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 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER 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



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Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

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**Chapter-5
MANUFACTURER'S AUTHORISATION FORM**

To,

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

Dear Sirs,

Ref. Your TE document No _____, dated

We, _____ who are proven and reputable manufacturers of _____ (name and description of the 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER 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 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER 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 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 9 of the General Conditions of Contract Chapter-2, read with modification, if any, in the Special Conditions of Contract for the 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER and services offered for supply by the above firm against this TE document.

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 _____



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

Chapter-7
PRICE SCHEDULE

A) PRICE SCHEDULE FOR DOMESTIC 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER OR 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER OF FOREIGN ORIGIN LOCATED WITHIN INDIA TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES

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

Total Tender price in Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section-XI-Price Schedule C
3. The Bidder must quote price for "4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES" after having taken in to account, the provision of Custom Duty Exemption Certificate (CDEC) by the Purchaser, as per Custom Tariff Act 2012-2013.

Name _____

Place: _____

Date: _____

Business Address _____

Signature of Bidder _____

Seal of the Bidder _____



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

B) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1 Tender No.	2 Brief Description of	3 Quantity (Nos.)	4 Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*							5 Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4h)]	
			1st	2 nd	3 rd	4 th	5 th	Total Unit Price of CMC	% Service Tax		Total Unit CMC Price with Service Tax h= (f+g)
			a	B	C	D	E	f	G		

NOTE:-

1. In case of discrepancy between unit price and total price, THE UNIT PRICE shall prevail.
2. CMC will be applicable from the date of expiry of warranty period i.e after 5 Years from the date of installation of the equipment.
3. 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 Regional Virology Laboratory and Turnkey (if any).
4. In case CMC is not mentioned, the unit price calculated in the previous page would be considered to be inclusive of CMC for the duration specified in the tender document.
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, shown in Column 5 above, will be taken to be inclusive of such taxes and no claim for any additional cost will be entertained later.
6. 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.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification "Important Terms and Condition (Chapter-2) will supersede above provisions.
9. 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 _____

L1 will be decided for each group on the basis of Unit Price + CMC



Chapter – 8

TECHNICAL BID

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

1. For the Supply of 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER Medicine Department Equipment at All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal-462024 (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, certified by Chartered Accountant: (Attach separate sheet if space provided insufficient)

Financial Year	Amount (Rs. Lakh)	Remarks, if any
2011-2012		



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

2012-2013		
2013-2014		

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 2010-11, 2011-2012 and 2012-2013).

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

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

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
16. **Attach separate sheet demonstrating the instrument name, make, catalogue number, model number and point-by-point elaboration to prove compliance with the technical specifications mentioned in Chapter 3.**

(Signature of authorized person)

Date : _____ Full Name: _____

Place: _____ Seal: _____



Chapter-9 Check List

Name of Bidder: _____

Name of Manufacturer: _____

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1	Name Of Manufacturing Company			
2	Name Of Bidder			
3	Contact Numbers			
4	Complete Address			
5	Have you enclosed Tender Fees of required amount for the quoted schedules? Attach Details			
6	Have you enclosed EMD of required amount for the quoted schedules? Attach Details			
7. a.	Have you enclosed duly filled Tender Form as per format in Chapter-11?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
8.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
9. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER EQUIPMENT Items vis-à-vis the Technical specifications as mentioned in Chapter-3, in a separate sheet?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
10. a.	Have you submitted satisfactory performance certificate as per the details required in Chapter-3, Clause 2 also attach documents in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate as per the details required in Chapter-3, Clause 2?			
11.	Have you submitted manufacturer's authorization as per Chapter-5?			
12	Have you enclosed 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER EQUIPMENT Items catalogue, leaflet, and brochure with full details of quoted 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER Items?			
9.	Have you submitted prices of 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER Items, turnkey (if any), CMC etc. in the Price Schedule as per Chapter 7?			
13.a	Have you kept validity of your bid 9 months from the date of opening of Techno Commercial Bid as per the TE document?			



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

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SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	In case of Indian Bidder, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India? Attach Copy			
14.	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			
15.	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			
16.	Have you fully accepted payment terms as per TE document?			
17.	Have you fully accepted delivery period as per TE document?			
18.	Have you submitted the certificate of incorporation? Attach Copy			
19.	Have you accepted the warranty as per TE document?			
20.	Have you accepted terms and conditions of TE document?			
21.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
22.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening? Attach Copy			
23.	Have you submitted an affidavit that the firm has not been black listed in the past by any Govt. Institution/Hospital/Organization?			
24.	Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (Principal)?			
25.	Have you submitted an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organization or any other Institute (Fall Clause)?			

N.B.

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

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)



Chapter-10

INSPECTION/CONSIGNEE RECEIPT CERTIFICATE FOR GOOD/EQUIPMENT AT AIIMS BHOPAL

The Following Store(s) (Goods/Equipment/Appliances) has/have been received in good condition:-

- 1) Tender/Contract No & Date :
- 2) Purchase Order No. & Date :
- 3) Supplier Agency Name & Address :
- 4) Consignee's Name (User Department)

Address with Telephone No & Email ID:

- 5) Details of Goods/Stores for which the Inspection carried-out by the Inspection Committee:

Tender Item S. No.	Equipment/Item Name	Qty. Ordered	Invoice No. & Date	Received Qty. (at Consignee Site)	Total Amount (Rs.)

(Add additional Sheets as per Number of Items if required)

- 6) Date of Inspection/Receipt by the Consignee :
- 7) Inspection Note/Certificated recorded by the Inspection Committee at User Department where the Equipment installed/placed for functioning :

.....

Signature & Seal of the Inspection Committee Members (Comprising minimum 3 A-Grade Officials):



Chapter-11

Pro-Forma of Final Acceptance Certificate by the Consignee (User Department)

Tender No.

PO No. : Date:

User Deptt.Name.....Deptt. File Ref No.:Date:.....

To

M/s

Sub: Certificate of acceptance of Goods/Stores at User Department End at AIIMS Bhopal

This is to certify that the goods/Stores detailed below has/have been received in good conditions along with all the standard and special accessories and in accordance with the contact/specification. The same has been accepted and taken in stock

(a) Acceptance of Goods/Stores at AIIMS Bhopal :

Tender Item S. No.	Equipment/Item Name	Invoice No. & Date	Accepted Qty. (at Consignee Site)	Acceptance Date	Warranty Valid upto

(b) Remarks if any :

.....

Signature of HOD/Head of User Department:.. ..

Name :

Designation with Stamp/Seal



Chapter – 12

TENDER FORM

Date _____

To,

**The “Director”,
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 024 (MP) INDIA**

Ref. Your TE document No. _____ Dated _____

I/We, the undersigned hereby agree to all the terms and conditions, stipulated by the AIIMS Bhopal, in this connection including delivery, warranty, penalty etc. against above said TE document No. _____ Dated _____ (if any). We now offer to supply and deliver _____ (*Description of 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER EQUIPMENT Items and services*) in conformity with your above referred document for the sum of _____ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the 4 LASER BENCH-TOP FLOW CYTOMETER ANALYSER EQUIPMENT Items and perform the services as mentioned above, in accordance with the delivery schedule specified in the Schedule of Requirements (SOR).

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of Chapter 3 clause 3.

We agree to keep our tender valid for acceptance as required in the Chapter-3, B 11 Clause, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities/Organizations.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of