



**TENDER DOCUMENT
FOR
RATE CONTRACT FOR SUPPLY AND INSTALLATION OF
X-RAY FILM PROCESSOR
AT AIIMS BHOPAL**

**Tender No.:155
AIIMS BHOPAL/MC/RC/X-RAY FILM PROCESSOR/2014-15/01
Dated:18.09.2014**

Date of Issue of Tender Document	:	18th Sep 2014
Last Date of Submission of Tender	:	9th Oct 2014
Cost of Tender Document	:	Rs. 525/- (Non-Refundable) by the way of Demand Draft in Favour of "Director, AIIMS Bhopal, Payable at Bhopal



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Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
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NOTICE INVITING TENDER

Tender No.: 155

AIIMS BHOPAL/MC/RC/X-RAY FILM PROCESSOR/2014-15/01 Dated 18.09.2014

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 X-RAY FILM PROCESSOR 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 **18th Sep 2014** to **8th Oct 2014** from 10.00 Hrs to 17.00 Hrs on Payment of Tender Document Cost of Rs. 525/- (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 **9th Oct 2014** (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.: 155

AIIMS BHOPAL/MC/RC/X-RAY FILM PROCESSOR/2014-15/01 Dated 18.09.2014

(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 X-RAY FILM PROCESSOR as shown below appended herewith.

(2) Schedule of Requirement:-

Item No.	Brief Description of X-RAY FILM PROCESSOR (For detailed Technical Specs see Section-XVII)	Qty.	EMD- In RS.
1.	X-ray Film Processor	1 Nos.	5,000/-

(3) Schedule of Tender:-

S No.	Schedule	Particulars
1	Cost of Tender Form	Rs. 525/- (Five Hundred Twenty Five 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. <i>Postal Order/Cash/Cheque 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 18th Sep 2014 to 8th Oct 2014 on any working day from 10.00 Hrs to 17.00 Hrs.
4	Pre Bid Tender Meeting (Date, Time & Venue)	26th Sep 2014 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	9th Oct 2014 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)
6	Date and Venue of Opening of Technical Bid	9th Oct 2014; 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
7	EMD	EMD is Rs. 5000/- in Schedule of requirement.



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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 **18th Sep 2014 to 8th Oct 2014** 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. 525/- **(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)**
- (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 'X-RAY FILM PROCESSOR' is 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.
- (11) This Tender Enquiry Document is not transferable.
- (12) The Tender Document has been divided into the following chapters:-



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- a. Chapter-1: General Instructions to Bidders (Page No. 6 to 7)
- b. Chapter-2: Terms and Conditions of Contract (Page No.8 to 25)
- c. Chapter-3: Technical Specifications (Page No. 26 to 32)
- d. Chapter-4: Bank Guarantee From Performance Security/CM Security (Page – 33)
- e. Chapter-5: Manufacturer's Authorization Form (Page-34)
- f. Chapter-6: Price Schedule (Page-35 to 39)
- g. Chapter-7: Check List (Page No. 40-42)
- h. Chapter-8: QUALITY CONTROL REQUIREMENTS
- i. Chapter-9: Consignee Receipt Certificate
- j. Chapter-10: Final Acceptance Certificate By Consignee

(Admin Officer)



Chapter-1

AIIMS BHOPAL/MC/RC/X-RAY FILM PROCESSOR/2014-15/01 Dated 18.09.2014

General Instruction to Bidders

Purchase of X-RAY FILM PROCESSOR.

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. 525/- (Five Hundred Twenty Five Only) (Non Refundable) Tender document can be had in person from the Office of the Store Officer on any working day from **18th Sep 2014 to 8th Oct 2014** during 10:00 to 17.00 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. 5000/- (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-2, Schedule Of Requirement & Chapter-3 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 X-RAY FILM PROCESSOR due on **9th Oct 2014**."
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 **9th Oct 2014** 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 16.00 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. If any tenderer approaches for EMD, it will be forfeited at the discretion of the competent authority of AIIMS Bhopal. 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.



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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 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 valid ISO Certificates, US FDA / European CE APPROVAL (True copies)
- b. The Bidders should have a valid factory license for Manufacturing, Assembling and Supply of HOSPITAL EQUIPMENT/INSTRUMENTS,
- c. Bidders should have minimum experience of total 3 completed supply orders of X-RAY FILM PROCESSOR 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



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produced by the concerned respective authorities, which should be either of the following:-

	Description
Group 1	Bidder should have average annual financial turnover of Rs.3 LAKH 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.

Bidder should produce Income tax returns & Balance sheets for the Past three years ending **31st March 2014** along with copy of PAN/TAN 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.

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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR fail to conform to the specifications, the Purchaser may reject the X-RAY FILM PROCESSOR and the Supplier shall either replace the rejected X-RAY FILM PROCESSOR or make alternations



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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 conforming 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 and responsibility of the Suppliers without any further notice.

6. Insurance:

In case of supply of X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR by the Consignee. In case of supply of the imported X-RAY FILM PROCESSOR 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/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 Tenderer should submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 10 years after the guarantee/warranty period. The manufacturer should also warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the institute at no extra cost.
- 8.2 Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- 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 equipment 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 blue-prints and drawing of the spare parts if and when required in connection with the equipment.
- 8.5 The supplier **warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc.** that the X-ray Film Processor 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 X-ray Film Processor 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 X-ray Film Processor under the conditions prevailing in India.



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8.6 THE TENDERERS MUST QUOTE FOR FIVE YEARS COMPREHENSIVE WARRANTY (INCLUDING ALL SPARES AND LABOR) FROM THE DATE OF COMPLETION OF THE GUARANTEE/WARRANTY PERIOD. THE WARRANTY CHARGES SHALL NOT BE QUOTED SEPARATELY OTHERWISE THE OFFER SHALL BE SUMMARILY REJECTED.

THE BIDDERS MUST SUBMIT THEIR QUOTE ALSO (RATES) FOR SUBSEQUENT FIVE YEARS COMPREHENSIVE AMC (INCLUDING ALL SPARES AND LABOR) IN THEIR PRICE BID. FAILURE TO COMPLY THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS. The cost of CMC will be added for Ranking/ Evaluation (L1) purpose.

- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- Comprehensive Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
- Replacement and repair will be under taken for the defective X-ray Film Processor.
- Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- The firm will be required to warranty/guarantee that during the warranty period as well as during the service contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime).
- If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime.
- The firm will be required to pay a penalty of Rs..... per day in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly , even partially, attributable to the firm.

8.7 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 X-ray Film Processor or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/X-ray Film Processor after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/X-ray Film Processor thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

8.8 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 equipment and efficient after sales services.
- b. It is specifically required that the tenderer will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.

8.9 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.

8.10 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 X-ray Film Processor.

8.11 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Chapter-3, Technical Specifications after the completion of warranty period.



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8.12 The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and X-ray Film Processor supplied by them to the purchaser for 10 years from the date of installation and handing over.

9. Payment Terms

9.1 **For Domestic X-RAY FILM PROCESSOR or X-RAY FILM PROCESSOR of Foreign Origin Located within India/X-RAY FILM PROCESSOR to be imported and supplied against payment in Indian Rupees:**

100% (Hundred Percent) payment of the contract price shall be paid on receipt and Satisfactory Installation of X-RAY FILM PROCESSOR in good condition and upon the submission of the following documents within 45-60 Days:

- (i) Four copies of supplier's invoice showing contract number, X-RAY FILM PROCESSOR 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 Percent) 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 Item (X-RAY FILM PROCESSOR):**

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.

9.3 **Payment for Annual Comprehensive Maintenance Contract Charges:**

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on annual basis after satisfactory completion of said contract period, duly certified by the consignee on receipt of bank guarantee of an amount equivalent to 2.5% of the cost of the X-RAY FILM PROCESSOR as per contract in the prescribed format given in Chapter-4 valid till 2 months after expiry of entire CMC period. The BG for CMC will be applicable in case of X-RAY FILM PROCESSOR cost is more than Rs. 10 lakhs.

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

9.3.2 Where there is a statutory requirement for Tax deduction at source, such deduction towards Income Tax and other Tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

9.3.3 Irrevocable & non-transferable LC shall be opened. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

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



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- 9.3.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 9.3.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 9.3.7 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

10. Delay in the Supplier's performance

- 10.1 The supplier shall deliver of the X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works



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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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR and/or services until actual delivery or performance subject to a maximum of 5% 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 X-RAY FILM PROCESSOR shall be available for at least 10 years from the date of supply of X-RAY FILM PROCESSOR.

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 X-RAY FILM PROCESSOR to the satisfaction of the user department.

14. 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 X-RAY FILM PROCESSOR and Quality Control.

15. 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 X-RAY FILM PROCESSOR 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.



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- (vi) Documents and relevant details to establish in accordance with GIT clause 18 that the X-RAY FILM PROCESSOR and the allied services to be supplied by the bidder conform to the requirement of the TE documents.
- (vii) Performance Statements with relevant copies of orders and end users satisfaction certificate.
- (viii) Price Schedule(s) as per Chapter-7 (A,B,C,D) filled up with all the details including Make, Model Quantity etc. of the X-RAY FILM PROCESSOR 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) 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, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
5. Tender sent by fax/telex/cable/electronically shall be ignored.
6. The tenderer should quote the rates for the imported items as under.

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

- i. Cost of each item (FOB Value)
- ii. Freight Charges
- 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.

Tender currencies

The bidder supplying indigenous X-RAY FILM PROCESSOR or already imported FIBEROPTIC BRONCHOSCOPE shall quote only in Indian Rupees. For imported X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR, 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.

Tender Prices



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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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR and services as specified for that particular Schedule of Requirement.

The quoted prices for X-RAY FILM PROCESSOR offered from within India and that for X-RAY FILM PROCESSOR offered from abroad are to be indicated separately in the applicable Price Schedule attached under Chapter-6.

The price quoted by the Bidder for good shall not be higher than the lowest price charged for the X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR or X-ray Film Processor of foreign origin located within India or X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR , 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 X-RAY FILM PROCESSOR quoted ex-factory etc. or on the previously imported X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:



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- h) the price of X-RAY FILM PROCESSOR quoted FOB/FCA port of shipment, as indicated in the Schedule of Requirement and Price Schedule;
- i) the price of X-RAY FILM PROCESSOR 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 ware house to the consignee warehouse. Other local costs and Incidental costs, as specified in the Schedule of Requirement and Price Schedule;
- k) the charges for Incidental Services, as in the Schedule of Requirements and Price Schedule;
- 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;

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.

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.

Sales Tax/VAT

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

Octroi Duty and Local Duties & Taxes:

Normally, X-RAY FILM PROCESSOR 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



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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.

Customs Duty

The Bidder may note that:

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

For the **X-RAY FILM PROCESSOR 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.

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 X-RAY FILM PROCESSOR .
- 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 X-RAY FILM PROCESSOR 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.

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



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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.

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

16. 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.

17. Arbitration

The venue of arbitration shall be Bhopal, MP, and India



Chapter-3

Schedule of Requirement and Technical Specification

The Scope of work Includes:

Providing X-RAY FILM PROCESSOR based on specified make list and international standard specifications with keeping in mind the following essential requirement to participation in this Tender document:-

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

Specification Listed Below:-



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Item No.	Name of Item	Detailed Description & Technical Specification	Qty.
Item 1.	X-ray Film Processor	<ol style="list-style-type: none">1. X-ray film processor body should be made up of durable and anti-corrosive plastic mould/fibre2. There should not be jamming of films or scratch marks on the films during processing3. Should be compatible with other developer and fixer solutions from other vendors4. Film Size: Should be suitable to develop X-ray films of following dimension5. Min. 10 cm X cm6. Max. 36 cm X ∞ cm7. Developing width: at least 36 cm8. Film type: Sheet type9. Processing time : 100 seconds10. Developer temperature: 28-35 °C11. Dryer temperature: 50-60 °C12. Film detection by micro-censor13. Approximate tank volume for developer, fixer and water: minimum of 2 litre for each14. Water consumption: 1.5 l/min (during processing)15. Vendors should quote the price of developer and Fixer solutions16. Should have certification from CE/DQS or UL17. Should have BIS/ISO or equivalent International organization18. Power Input: 220-240 Volts, 50/60 Hz	1 in No.

The Technical Bid & Financial Bid should be kept in two separate sealed envelope superscripting with “Technical Bid for Supply of Reclining Chair at AIIMS Bhopal’ and “Financial Bid for Supply of Reclining Chair at 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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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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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 X-RAY FILM PROCESSOR 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 _____



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Chapter-7

PRICE SCHEDULE

A) PRICE SCHEDULE FOR DOMESTIC X-RAY FILM PROCESSOR OR X-RAY FILM PROCESSOR OF FOREIGN ORIGIN LOCATED WITHIN INDIA TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES

1 Schedule	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)	Excise Duty (if any) [%age & value] (b)	Sales Tax/VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	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 "X-RAY FILM PROCESSOR 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.

Place: _____

Date: _____

Name _____

Business Address _____

Signature of Bidder _____

Seal of the Bidder _____



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B) PRICE SCHEDULE FOR X-RAY FILM PROCESSOR TO BE IMPORTED FROM ABROAD

1 Schedule	2 Brief Description of Items including Manufacturer Name and Model No.	3 Country of Origin and Place of Shipment	4 Quantity (Nos.)	5 Price per unit (Rs.)				6 Total Price (inclusive of local transportation and storage upto FOR at AIIMS Bhopal) 4 x 5(d)
				FOB price at port / airport of Loading (a)	Carriage & Insurance (port of Loading to port of entry), Applicable Custom Duty beyond CDEC (CDEC will provide by AIIMS Bhopal) and other incidental costs* (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site* (c)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (d)=a+b+c	

* To be paid in Indian Currency (Rs.)

Custom Duty/CDEC/CVD as applicable, shall be payable extra at Actual (Bidder must quote the same clearly)

Total Tender price in Foreign Currency: _____

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 Tenderer will be fully responsible for the safe arrival of the Ophthalmology Medicine Equipment at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable and responsible for its safe installation at FOR.

Indian Agent :

Indian Agency Commission _____% of FOB (in INR) and Cost of Items to be supplied in with Equipment (in INR) _____

Demurrage/Inspection Charges/Octroi/Entry Tax if any (Bidders needs to enclose the details with their Price Quotation clearly)

Signature of Tenderer _____

Place: _____

Date: _____

Name _____

Business Address _____

Signature of Bidder _____

Seal of the Bidder _____



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

1 Tender No.	2 Brief Description of Ophthalmology Medicine Equipment	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		

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

NOTE:-

- In case of discrepancy between unit price and total price, THE UNIT PRICE shall prevail.
- The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical / service / operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete X-RAY FILM PROCESSOR and Turnkey (if any).
- The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- Cost of CMC will be added for Ranking/ Evaluation purpose.
- The payment of CMC will be made as per clause GCC clause 21.1 (D).
- 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.
- All software updates should be provided free of cost during CMC period.
- The stipulations in Technical Specification "Important Terms and Condition (Section VII) will supersede above provisions.
- 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 _____



B) PRICE SCHEDULE FOR TURNKEY

1	2	3	4
Schedule No.	Brief Turnkey Description of X-RAY FILM PROCESSOR	Consignee	Turnkey Price

Service Tax: Whether extra or inclusive, if extra, indicate the rate _____

NOTE:-

1. The cost of Turnkey as per IMPORTANT TERMS AND CONDITIONS (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained.
2. Cost of Turnkey will be added for Ranking/ Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC 21.1 (c).
4. The stipulations in Important Terms and Conditions (Section VII) will supersede above provisions.

Name _____

Business Address _____

Signature of Bidder _____

Seal of the Bidder _____

Place: _____

Date: _____



Chapter-8 CHECKLIST

Name of Bidder: _____

Name of Manufacturer: _____

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of One Year from the date of Techno Commercial bid?			
2.	Have you enclosed Power of Attorney in favour of the signatory?			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted X-RAY FILM PROCESSOR vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you enclosed X-RAY FILM PROCESSOR catalogue, leaflet, and brochure with full details of quoted X-RAY FILM PROCESSOR?			
7.	Have you submitted prices of X-RAY FILM PROCESSOR, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of your bid 9 months from the date of opening of Techno Commercial Bid as per the TE document?			
9.a	In case of Indian Bidder, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	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?			
10.	Have you mentioned the name and full address of your Banker (s) along with your Account Number, IFCS Code of the Bank/Branch?			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			



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SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18.	Have you submitted an affidavit that the firm has not been black listed in the past by any Govt. Institution/Hospital/Organization?			
19.	Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (Principal)?			
20.	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)?			
21.	Have you mentioned the offered model and make of the Equipment?			

N.B.

1. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed.
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)