

Notice Tender Invited

for

"Cryostat and Tissue Processor for Pathology & Lab Medicine"

At

All India Institute of Medical Sciences, Raipur

Sr. No.	Description	Start Date & Time
1.	NIT No.	Store/Tender/Cryostat_&_Tissue_Processor /1 / 2016
2.	NIT issue date	30-03-2016
3.	Pre-bid Meeting	18-04-2016 at 03:00 PM
4.	Venue	Committee Hall, 1 st floor, Medical College Building, AIIMS, Tatibandh, Raipur-492099
5.	Last Date of submission	02-05-2016 at 03:00 PM
6.	Open EMD & Technical bid	02-05-2016 at 03:30 PM
7.	Venue	Store Officer, Medical College Building, 2 nd floor, AIIMS, Tatibandh, Raipur-492099
8.	Tender document cost	₹ 5,700/- (Cost ₹5000+ VAT@14% ₹700= 5,700/-)
9.	EMD Amount	Schedule-A ₹90,000/- (Rupees Ninety Thousand Only) Schedule-B ₹60,000/- (Rupees Sixty Thousand Only)



**All India Institute of Medical Sciences
Tatibandh, Raipur – 492099, Chhattisgarh**

Tele: 0771- 2971307, email: store@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in, www.tenders.gov.in



अखिलभारतीयआयुर्विज्ञानसंस्थान, रायपुर, छत्तीसगढ़
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
Website : www.aiimsraipur.edu.in

Tele: 0771- 2971307, e-mail: store@aiimsraipur.edu.in

Tender No.: Store/Tender/Cryostat & Tissue_Processor/1/2016, Dt: 30.03.2016
Last date: on/before 02.05.2016 at 03:00 PM

Sub.: Invitation of sealed tender for procurement of “**Cryostat and Tissue Processor for Pathology & Lab Medicine**” as per details and specifications shown in the Annexure-I.

Dear Sir/Madam,

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) RAIPUR invites sealed tender for procurement of “**Cryostat and Tissue Processor for Pathology & Lab Medicine**” as per details and specifications shown in the **Annexure-I** on the following terms & conditions:

Schedule	Name of the Items	Quantity
A	Cryomicrotome/Cryostat	01 No.
B	Vacuum Assisted Tissue Processor	01 No.

1. If the supplier /firm is manufacturer /authorized dealer/sole distributor of any item, the Certificate to this effect should be attached.
2. The tender documents are to be in two parts as Technical Offer and Financial offer:
 - a) The Technical offer should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the **Chapter-V**.
 - b) The financial offer should include the cost of main item / equipment and its accessories numbered as in **Chapter-IV**. If there is any separate cost for installation etc. that should be quoted separately. The total cost should be quoted in words as well as figures (typed or printed). Amendment should be avoided. Amendments, if any, should be duly initialled, failing which the offers are liable to be rejected.
 - c) The two parts of the offer should be placed in separate sealed envelopes clearly marked “Technical Offer” & “Financial Offer”. The set of envelopes along with envelope for EMD and Tender Fee marked “Tender Fee & EMD” (total three envelopes) must be enclosed in one bigger envelope duly sealed and superscribed with tender number, name of the item/equipment (**Cryostat and Tissue Processor for Pathology & Lab Medicine**) and tender due date must be forwarded to the undersigned so as to reach on or before the due date.
 - d) The Financial Offer must be mentioned in the prescribed format as per the **Chapter-IV** only. If the financial offer is not in the prescribed format, it will be rejected.

Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

1. Quotations should be valid for 180 days from the tender due date. The quotation should clearly indicate the period of delivery, warranty terms etc. A minimum of five years warranty is required from the date of commissioning.
2. Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) should be sent along with the Quotations, wherever applicable.
3. Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least ₹ 10,00,000/-for schedule-A and ₹ 6,70,000/-for schedule-B of contract value in the last three years.
4. The firm should be registered and should have the average annual turnover of the bidder in the last three financial years of ₹ 15,00,000/-for schedule-A and ₹ 10,00,000/-for schedule-B. Copies of authenticated balance sheet for the past three financial years should be submitted.
5. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, TIN/VAT registration (Sales tax) and service tax registration.
6. The quotations should be given for the items in the same order as in the tender document.
7. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placing order.
8. The Vendor must be able to provide the product/items within specified time period as prescribed in the Purchase Order. Failing the EMD will be forfeited. Furthermore on completion of the stipulated time period, Purchase Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions.
9. In the event of any dispute or difference(s) between the vendee AIIMS Raipur and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the concerned authority of AIIMS Raipur whom any decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
10. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
11. All disputes shall be subject to Raipur Jurisdiction only.
12. **AIIMS Raipur reserves the rights to accept / reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.**
13. The Tender / Bid will open on 02/05/2016 at 03:30 PM at AIIMS Raipur Premises.
 - a) The suppliers or their authorized representative may also be present during the opening of the Technical offer, if they desire so, at their own expenses.
 - b) Only those financial offers will be opened whose technical offers are found suitable by the expert committee appointed for the concerned instrument /equipment.

- c) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the offer.
- d) The Tender Committee reserves its right to select or reject any or all of the items/equipment mentioned above without assigning any reasons.
14. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Raipur through e-mail stores@aiimsraipur.edu.in on or before 18.04.2016 at 3:00 PM.
15. A demand draft/Pay Order of ₹ 5,700/- (Cost ₹ 5000 + VAT @ 14% ₹ 700 = 5,700/-) towards non-refundable tender fee and Earnest Money Deposit (EMD) in form of Pay Order /demand draft/ BG/ FDR of ₹ 90,000/- for schedule-A and ₹ 60,000/- for schedule-B towards refundable EMD from a Schedule bank in favour of "AIIMS Raipur" payable at Raipur placed in a separate envelope marked "Tender Fee & EMD" should accompany tender bid documents. Both the demand drafts should be valid for 90 days (Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India). Without the Tender Fee and EMD the bid will not be considered.
- The EMD of the successful bidder will be returned to them without any interest after completing the successful installation. The earnest money of unsuccessful bidders will be returned to them without any interest within thirty (30) working days after awarding the offer.
16. All tender documents should have to be forwarded through speed post or registered post, courier, Hand Delivery on / before 02 / 05 / 2016 at 3.00PM to Store Office, Medical College Building, 2nd floor, AIIMS, Tatibandh, Raipur-492099.

**Stores Officer,
AIIMS, Raipur**

All India Institute of Medical Sciences,
Tatibandh, GE Road, Raipur-492 099 (CG)
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Chapter-I-TERMS & CONDITIONS

1. Pre-Qualification Criteria:

- a. Bidders should be the manufacturer/authorized dealer. Letter of Authorization from Manufacturer on the same and specific to the tender should be closed.
- b. An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.

2. Performance Security:

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "AIIMS, Raipur". The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt issued by any Scheduled Bank. Performance Security will valid till 60 days after completion of contractual obligations (including warranty period, if applicable) under the contract.

After completion of warranty period a fresh BG/DD/FDR of 10% of CMC cost will be submitted by the supplier for performance security against CMC validity of this new BG/DD/FDR will be 60 days beyond CMC period. After submission of new security deposit, old security deposit will be released.

3. Training and Demonstration:

Suppliers need to provide adequate training and demonstration at AIIMS Raipur to the nominated person of AIIMS Raipur at their cost. AIIMS Raipur will not bear any training or living expenditure in this regard. The Supplier should arrange for regular weekly visit to the AIIMS, Raipur campus by its technical team and assist in maintenance of the item/equipment within warranty period. Assistance limited to locking companies with manufacturer will not be considered sufficient.

4. Delivery & Installation:

The successful bidders should strictly adhere to the following delivery schedule supply, delivery should be effected within 90 days from the date of opening of letter of credit / 60 days in case of INR purchase. The installation & commissioning should be completed within 15 days of delivery. These clauses should be strictly adhered to, failing which administrative action as deemed fit under rules will be taken against the defaulter.

5. Downtime penalty Clause:

- During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs) if downtime more than 5% the institute shall be entitled to impose penalty equal to amount of 0.05% of the total cost of the equipment per day for the first seven days will be payable by the vendor which will be doubled on subsequent weeks along with extension of warranty period by the excess down time period.

The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Institute. If accessories/other attachments of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.

- In no case instrument should remain in non-working condition for more than 7days, beyond which a penalty of 2% of machine cost will be charged per day.

6. **Liquidated damages:**

If the supplier fails to deliver any or all of the goods 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 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, the Purchaser/Consignee may consider termination of the contract as. During the above-mentioned delayed period of supply and / or performance.

7. **Guarantee / Warranty, Service, Maintenance:**

Warranty

7.1 The supplier warrants comprehensively that the goods 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 goods 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 goods in the conditions prevailing in India.

7.2 The warranty shall remain valid for 60 months (5 years) from the date of installation & commissioning with a regular updating of newer technology as and when evolved followed by a CMC for a period of 5 (Five) years for all the equipments and services.

- a. CMC price should be mentioned for items costing more than 5 (Five) Lakhs and AMC should be quoted for items costing less than 5 Lakhs.
- b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- c. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:
 - Any kind of motor
 - Plastic & Glass Parts

- All kind of sensors
 - All kind of coils, probes and transducers
- d. Replacement and repair will be under taken for the defective goods.
- e. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

7.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier.

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

7.5 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit 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.

7.6 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 goods

7.7 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract for the period after completion of warranty.

7.8 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

7.9 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/ machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the purchaser/Consignee

Maintenance

It will be mandatory for the supplier to enter into a maintenance contract as applicable below:

- Non-compliance of any of these conditions or any of the conditions mentioned in the document renders the purchaser to blacklist the supplier along with appropriate legal actions.

8. **Terms and Mode of Payment**

8.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for Domestic Goods of foreign Origin Located within India

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) Ondelivery:

70% payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:

- i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii. Consignee Receipt Certificate 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. Insurance Certificate and documents should also be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- vi. Certificate of origin and certificate of guarantee and warrantee

b) On Acceptance:

Balance 30% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment:

Seventy (70) % of the CIP destination price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country in case of Foreign Tenderer and upon submission of documents specified here under:

- i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

- ii. Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- iii. Four Copies of packing list identifying contents of each package;
- iv. Insurance Certificate and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24hours;
- v. Manufacturer's/Supplier's warranty certificate;
- vi. Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- vii. Manufacturer's own factory inspection report and
- viii. Certificate of origin by the chamber of commerce of the concerned country;
- ix. Certificate of origin

b) On Acceptance:

Balance payment of 30% of net CIP price of goods would be made against 'Final Acceptance Certificate' to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Incidental Costs & Incidental Services until consignee site (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the bidder/manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

D) 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 six monthly basis after satisfactory completion of said period duly certified by the consignee on receipt of bank guarantee.

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

8.3 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.

8.4 Irrevocable & non-transferable LC shall be opened by the consignees. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges there of shall be borne by the supplier.

8.5 The payment shall be made in the currency/ currencies authorized in the contract.

8.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the consignee.

8.7 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.

8.8 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.

8.9 In case the supplier is not in a position to submit bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question subject to the following conditions:

- a. The supplier will make good any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods;
- b. Delay in supplies, if any, has been regularized;
- c. The contract price where it is subject to variation has been finalized;
- d. The supplier furnishes the following undertakings:

“I/We certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.”

9. **Delay in the supplier's performance:**

9.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.

9.2 Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods 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.

9.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods 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.

9.4 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 liquidated damages on the goods 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 goods 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 goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

9.5 The supplier shall not dispatch the goods 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 dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

10. Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

11. Right of Acceptance:

AIIMS, Raipur reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.

12. Communication of Acceptance:

AIIMS, Raipur reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.

13. Force Majeure:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.

14. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.

15. Breach of Terms and Conditions :

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order / job without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.

16. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

17. Right to call upon information regarding status of work:

The AIIMS, Raipur will have the right to call upon information regarding status of work/job at any point of time.

18. Fall Clause :

1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
2. If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central of State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./DGS&D and Pubic Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at the their own cost.

**Store Officer,
AIIMS Raipur**

Chapter-II- OTHER TERMS & CONDITIONS OF THE TENDER

1. The rates can be mentioned in Indian national currency (INR) or in foreign currency.
2. Rates should be mentioned both in figures and in words. The offer should be typed by computerized without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
3. All columns in the financial bid should be filled, if not applicable it should be mentioned NA. **In case of non-filling of all the columns, the bid is liable for rejection.**
4. The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached in the tender.
5. While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
6. For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - a. the ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf price, as applicable, including all taxes and duties like sales tax, CST, VAT, CENVAT, Custom Duty, Excise Duty etc. already paid (column a and b)
 - b. any sales or other taxes (column c) and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - c. Inland transportation, insurance for a period including 3 months beyond date of delivery, packing and forwarding charges loading/unloading and incidental costs till consignee' site, (column d and e)
 - d. Incidental services (including Installation Commissioning, Supervision, Demonstration and Training) at the Consignee's site (column f)
 - e. The rates quoted shall be firm and fixed and inclusive of all taxes including work contract taxes, custom central duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing commissioning etc. at site including temporary construction of storage, risk, overhead charges general liabilities/ obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work.
 - f. Octroi duty shall be paid separately but the department on demand can furnish octroi exemption certificate. However the department is not liable to reimburse the octroi duty in case the concerned authorities do not honor exemption certificate.
 - g. Unit Price (at Consignee Site) basis **(g) = a + b + c + d + e + f**

7. For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
8. The FOB/FCA price of goods shall be quoted as indicated in the Price schedule;
9. The CIP price of goods in India shall be quoted as indicated in the Price Schedule
10. The charges for local transportation from warehouse to the consignee site, storage, and insurance extended for a period including 3 months beyond date of delivery shall be borne by the Supplier. Other local costs and Incidental costs, as specified in the Price Schedule;
11. The price of annual CMC as mentioned in the separate Price Schedule.
12. If the tenderer 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. However, the prices quoted shall be firm and fixed and inclusive of all taxes except octroi. In the absence of any such stipulation the price will be taken inclusive of all such duties and taxes and no claim for the same will be entertained later.
13. **Excise Duty:**
If any change in excise duty upward/downward because of any statutory variation in excise duty takes place within contract period (delivery period) shall be allowed to the extent of actual quantum of excise duty paid by the supplier, if firm has mentioned the statutory variation clause will be applicable in bid document. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
14. **Octroi Duty and Local Duties & Taxes:**
Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies; however, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, shall 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.

15. **Customs Duty:**

The supplier will pay the Customs duty wherever applicable, which will be reimbursed by purchaser as per documentary evidence. The Customs duty exemption certificate will be provided to the supplier as and when required.

16. Full description & specifications, make/brand and name of the manufacturing firm, and country of origin must be clearly mentioned in the tender, failing which the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.
17. Bids submitted with any ambiguity or discrepancy in format, financial bid or technical bid shall be liable to be rejected.
18. Un price bid having complete information about the quoted items, currency and financial bid format same as original financial bid should be submitted with technical documents without mentioning the prices, it should also indicate clearly if NA or inclusive words are used in any column of financial bid. Prices or amount mentioned in financial bid has to be replaced with * in the un-price bid.
19. If any discrepancy or ambiguity is found between financial bid or Un- price bid, the bid shall be liable for rejection.
20. Financial bid and Un-Price bid should have complete information about bifurcation of quoted prices except for any field which is not applied.
21. Bids quoted under the category goods located within India or Indian Origin has to be quoted in INR. In case, the rates are quoted in foreign currency it should be inclusive of all taxes, including custom duty etc. and payment will be made in INR on the basis of exchange rates prevailing on the day of opening of bid.
22. The supplier should mention the compliance to the specification in the technical bid of the tender document failing this, the bid document will be disqualified.
23. The technical bid should be an exact replica of the financial bid including currency except actual prices that should be mentioned in the financial bid alone.

I / We hereby accept the terms and conditions given in the tender.

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions in the tender.

Chapter-III

Form A

PARTICULARS TO BE FILLED BY THE BIDDER

1. Name of the Supplier : _____
2. Complete Address of the Supplier: _____

3. Availability for demonstration of instruments at AIIMS Raipur. Yes/No [Please√]
4. Cost of the Tender enclosed: Yes/No [Please√] If yes,
 - a.) Name of the Bank : _____
 - b.) Amount in (Rs.) : _____
 - c.) Demand Draft No. : _____
5. Earnest Money Deposit enclosed: Yes/ No[Please√] if Yes,
 - a.) Name of the Bank : _____
 - b.) Amount in (Rs.) : _____
 - c.) Demand Draft No. : _____
 - d.) Last Validity date of the enclosed DD: _____
6. Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry.

[**NOTE:** Any changes after submission of Tender documents kindly update AIIMS Raipur]

- a.) Full Name : _____
- b.) Complete Postal Address: _____
- c.) Telephone No. : _____
- d.) Fax No. : _____
- e.) Mobile No. : _____
- f.) E-mail : _____
- g.) Website Address : _____

Note:- Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India.

FormB

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

1	Name of the Bidder	
2	Permanent Account No (PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
k) Account No.		
4	E mail id of the Bidder	

Form C
CHECK LISTS FOR CRYOSTAT AND TISSUE PROCESSOR
FOR PATHOLOGY & LAB MEDICINE

Checklist- Tender Fee & EMD

Sr. No.	Particulars	Documents to be attached wherever applicable	
		Yes	No
1.	Demand Draft for ₹ 5,700/- (Cost ₹ 5000 + VAT@14% ₹ 700= 5,700/-) towards non-refundable tender fee is enclosed. **Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India		
2.	DD/BG/FDR for Schedule-A ₹ 90,000/- (Rupees Ninety Thousand Only), Schedule-B ₹ 60,000/- (Rupees Sixty Thousand Only) towards refundable EMD is enclosed. **Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India		
3.	Envelope is marked as "Tender Fee and EMD"		

Check list- Technical Offer

Sr. No.	Particulars	Documents to be attached wherever applicable	
		Yes	No
1	Specify your firm/company is a manufactures/ authorised dealer / distributor / Agency		
2	Name, Address & designation of the authorized person (Sole proprietor / partner / Director) with his sign & photo		
3	Tenderer must provide evidence of having supplied government hospital /reputed private hospital organizations in India similar nature of items of at least ₹10,00,000/- for schedule-A and ₹ 6,70,000/- for schedule-B value of contract amount in the last three years		
4	The average annual turnover of the bidder in the last three financial years should not be less than ₹ 15,00,000/- for schedule-A and ₹ 10,00,000/- for schedule-B of contract value.		
5	Tenderers, if not OEM, must submit OEM's authorization certificate that the tenderer is authorized for selling, and maintaining the equipment quoted for.		
6	Whether original catalogue of the equipment quoted with detailed data sheet enclosed.		
7	The equipment should be USA-FDA /European CE approved.		
8	Permanent Account Number		
9	VAT & Service Tax Certificate		
10	Please attach copy of last three years of Income Tax Return (Point No. 7,8,9,&10 Please attached the copy of valid certificate)		
11	Technical Specifications Compliance Report		
12	Duly filled Form- A & Form-B		
13	Envelope is marked as "Technical Offer"		
14	Financial Offer of the item/equipment as per proforma available as Annexure-II (A or B as applicable)		
15	Envelope is marked as "Financial Offer"		
16	Master envelope containing Envelopes of "Technical Offer", "Financial Offer" and "Tender Fee and EMD" are superscribed with Tender Number, Name of item/equipment andTenderDueDate		

Declaration by the Tenderer:

- 1) That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
- 2) That I/We shall supply the items of requisite quality.
- 3) That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:

Address :

Chapter – IV
PRICESCHEDULE

A) Price schedule for domestic goods or goods of foreign origin located within India

1 S.no.	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Priceperunit(₹.)						6 TotalPrice (at Consignee Site)basis (₹.) 4x 5 (g)	
				Ex - factory/ Ex- warehouse /Ex- showroom /Off- the shelf (a)	Excise Duty (if any) [%age & value] (b)	SalesTax/ VAT (if any)[%age &value] (c)	Packingan d Forwarding charges (d)	InlandTransportatio n, Insuranceforaperiod including3 months beyonddateof delivery,loading/ unloadingand Incidentalcoststill consignee'ssite (e)	IncidentalServices (includingInstallat ion &Commissioning, Supervision, Demonstrationand Trainingatthe Consignee'ssite (f)		UnitPrice(at Consignee Site)basis (g) = a + b + c + d + e + f
1.	Cryomicrotome/ Cryostat		01 No.								
2.	Vacuum Assisted Tissue Processor		01 No.								
Total											
Warranty for 5 years											
CMC (for 5 years) after warranty											
Grand total											

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 Price Schedule C
3. The grand total * will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

Name _____

BusinessAddress.....**Place**.....**Date**.....

PRICESCHEDULE

B) Price schedule for goods to be imported from abroad

1 S.No.	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (currency)					6 Total price on CIP Named Port of Destination + Insurance (local transportation and storage) 4x 5 (f)
				FOB price at port/airport of Lading (a)	Carriage & Insurance (port of loading to port of entry) and other Incidental costs** (b)	Incidental services including installation & commissioning, supervision, Demonstration and Training) at the Consignee's site (c)	Transportation from port of entry to the consignee site, storage and extended Insurance for a period of 3 months beyond date of delivery** (d)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (e)	
1.	Cryomicrotome / Cryostat		01 No.						
2.	Vacuum Assisted Tissue Processor		01 No.						
Total									
Warranty for 5 years									
CMC (for 5 years) after warranty									
Grand total									

****To be paid in Currency**

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 Price Schedule C

3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CI Pas per INCOTERMS, if applicable

Indian Agent:

Indian Agency Commission- _____ % of FOB

Signature of Tenderer _____

Place: _____ Date: _____

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

PRICE SCHEDULE**(C) PRICE SCHEDULE FOR CMC AFTER WARRANTY PERIOD**

1	2	3	4					5
Sr. No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			6 th	7 th	8 th	9 th	10 th	
			a	b	c	d	e	
1.	Cryomicrotome/ Cryostat	01 No.						
2.	Vacuum Assisted Tissue Processor	01 No.						

After completion of Warranty period*NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. 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 and Turnkey (if any).
3. 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.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 17.1(D).
6. The uptime warranty will be 95% 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 will supersede above provisions
9. The supplier 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.

Place.....

Date.....

Name:.....

Business address.....

Signature of Tenderer.....

Seal of Tenderer.....

PRICE SCHEDULE

D) PRICE SCHEDULE FOR TURNKEY

Sr. No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE CODE	Turnkey price

Note:-

1. The cost of Turnkey as per Technical Specification (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 later.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 19.1(c).
4. The stipulations in Technical Specification will supersede above provisions

Place: _____

Date: _____

Name _____

Name _____

BusinessAddress _____

SignatureofTenderer _____

SealoftheTenderer _____

SPECIAL CONDITIONS

1. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidders should also submit a certificate from the relevant authority as to the quality of the equipment.
3. The bidder should not have been blacklisted before.
4. The bidders shall also arrange for the demonstration of their equipment to the concerned committee regarding the quality aspect.

The above quote item should include all applicable taxes. If the rates of various items are L1 for different Tenderer, the AIIMS Raipur reserve the right to either accept the L1 of different firm/agencies or will negotiate, with the firm who has quoted the maximum gross value of L1 items to lower the rate of other item up to the limit of L1 quoted by other firms. In this context, final decision of the committee will be binding to all and no claim in the regard can be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

Declaration by the Bidder:

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding purchase of **Cryostat and Tissue Processor for Pathology & Lab Medicine**. I/we agree to abide them.
2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place :.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address:

Chapter-V

ANNEXURE-I

Specifications and Technical Details

TECHNICAL SPECIFICATIONS FOR CRYOMICROTOME / CRYOSTAT FOR PATHOLOGY & LAB MEDICINE (1.NOS)

The instrument should have the following specifications:

1. The Cryostat should be a floor standing model with power requirements of 230 V, 50-60 Hz.
2. Cryo chamber temperature setting should be 0°C to -35°C. Cooling via two separate compressor systems with specimen cooling.
3. Specimen cooling facility available should be in the temperature range of – 10 to - 50° C.
4. Maximum cooling time up to maximum low temperature should be less than 4 hours after start up.
5. Actively cooled quick freezing shelf should be at -45 °C.
6. Specimen storage shelf should store up to 8 chucks.
7. Maintenance free microtome with section thickness setting range from 0.5 to 30 micrometer should be available.
8. Fully Automatic Sectioning with an option of manual operation should be available.
9. Equipment should be suitable for sectioning of maximum specimen size: 40mm x 55mm.
10. Vertical specimen stroke length available should be 45-60mm, with a horizontal specimen feed of 20-30mm
11. Motorized rapid and slow coarse feed preferably at two speeds 500µm/s & 1000 µm/s should be available.
12. Trimming facility should be available.
13. Disposable blade holder system with lateral displacement and integrated glass anti-roll guide should be available.
14. Glass anti-roll guide with anti static feature to facilitate perfect stretching of sections should be available.
15. Specimen precision orientation by 8 deg. (in x/y/z axis) should be available.
16. Instrument should have closed drainage system to allow controlled disposal of fluids.
17. Automatic & manual chamber defrost facility should be available with one automatic defrost cycle / 24 hours
18. Duration of the defrost cycle should be 6 – 15 minutes.
19. Manual disinfection facility should be available.
20. System should be quoted with Disposable Blade system.
21. Facility of UV lamp decontamination should be available.
22. The equipment should be supplied with 5 packets of disposable blades, 5 bottles of freezing compound & 2 sets of brushes.
23. Document supporting & track record and satisfactory performance from institutions of national importance (minimum of one) should be provided.

TECHNICAL SPECIFICATIONS FOR VACCUUM ASSISTED TISSUE PROCESSOR (1.Nos)

1. Fully enclosed Vacuum Tissue Processor to process up to 200 standard Tissue Cassettes
2. Easy-to-learn and operator interface with a solvent-resistant color touch-screen
3. Programmable for up to 15 Programs
4. 10 reagent containers, 3 cleaning stations, 3 paraffin stations and 1 condensate station
5. Optical level sensors for reagent and wax level in the retort ensures the maximum safety
6. 4 modes of operation ambient, vacuum, pressure and pressure / vacuum option
7. Processing can be started easily from the favorite screen by just touching the screen on short cut icons created for each program.
8. Retort temperature programmable for reagents from ambient to 55^o C in 1^o increments and up to 65^o C for Wax.
9. Wax bath temperature programmable from 40 – 65^o C in 1^o increments
10. Filling time of 60 seconds and programmable drain time of 80, 120 or 140 seconds
11. Impregnation vacuum of -70kPa and pressure of +35kPa, on line display during processing.
12. Enhanced reagent management system for monitoring processing history of reagents with resulting change of reagent sequence, data printable for accrediting and QC requirements.
13. Two level security pass word ensures protection of data and provide access to authorized personal only.
14. Magnetic stirrer in retort for continuous agitation to keep reagent temperature uniform throughout and provides gentle agitation
15. Fluid re-circulation time for first cycle 12 minutes and time between cycles 20 minutes
16. Efficient wax clean cycle to extract solvent contaminants to increase wax life
17. Remote drain and fill of reagents ensures maximum user safety.
18. 4 user programmable clean cycle with the flexibility to run standard, short or extended clean cycle
19. Programmable incubation time 0-99 hours,59 minutes and delay end time up to one week
20. Reagent and Wax containers of 3.3 liters capacity.
21. Warning codes and error codes for maximum safety to tissues
22. Unlimited storage of error logs and run logs which are printable by connecting the printer directly to the instrument or copied in floppy disc from the built in floppy drive.
23. High efficiency activated carbon filter to reduce exposure to hazardous fumes.
24. Serial communication port, printer port, alarm ports.
25. 5 KVA online UPS support with minimum six hours power backup should be available.
26. There should be provision for display of level indicators.
27. Document supporting & track record and satisfactory performance from institutions of national importance (minimum of one) should be provided.

Note:

- **5 YEARS WARRANTY WITH QUOTE FOR NEXT 5 YEARS CMC IS REQUIRED INCLUDING ALL ACCESSORIES.**
- **PLEASE QUOTE SEPARATE PRICES FOR ACCESSORIES WHICH SHOULD BE FREEZED FOR NEXT 5 YEARS.**

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

Chapter-VI

(A) PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Tatibandh, GE Road,Raipur-492 099 (CG)

LETTER OF GUARANTEE

WHEREAS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No..... Dt..... for purchase of AND WHEREAS the said tender document requires the supplier / firm (seller) whose tender is accepted for the supply of instrument / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs..... [10% (ten percent) of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to in tender document / purchase order/ performance of the instrument / machinery, etc. this Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur Rs (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm (Seller) and/ or All India Institute of Medical Sciences (AIIMS) Raipur (Buyer).

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs.....(Indian Rupees only).
- b. This Bank Guarantee shall be valid up to(date) and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before.....(date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at.....(Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address:

(B) Consignee Receipt Certificate

(To be given by consignee's authorized representative)

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

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

(C) Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To
M/s _____

Subject: Certificate of commissioning of equipment/plant

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and asset of spares in accordance with the contract/technical specifications. The same has been installed and commissioned.

(a) Contract No dated _____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/plant(s)nos.: _____

(d) Quantity: _____

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods

Consignment Note no _____ dated _____

(f) Name of the vessel/Transporters:

(g) Name of the Consignee:

(h) Date of commissioning and proving test:

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No

Description of Item

Quantity

No.

Amount to be recovered

No.

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily

or The supplier has failed to fulfil its contractual obligations with regard to the following:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____(here indicate the amount).

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

Training of personnel has been done by the supplier as specified in the contract

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms

(D) MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

(Chapter-III (Form C) Technical Offer 1(5) of the tender)

To
Store Officer,
All India Institute of Medical Sciences
Raipur

Dear Sir,

TENDER: _____.

we, _____ who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs. _____ (name and address of agents) to bid, negotiate and conclude the contract with you against Tender No. _____ for the above goods manufactured by us. No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of Messrs. _____
(Name of manufacturers)/Principal.

PRICE SCHEDULE FOR
COMPREHENSIVE MAINTENANCE CONTRACT (C.M.C) AFTER
EXPIRY OF WARRANTY

(RATES SHOULD BE QUOTED IN INDIAN RUPEES ONLY)

Sr No	SME Code No.	Name of the Equipment	For Sixth year with spare parts & labour	For Seventh year with spare parts & labour	For Eighth year with spare parts & labour	For Ninth year with spare parts & labour	For Tenth year with spare parts & labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Place:

Date:

Signature
Name in Capital Letters
Designation