(Autonomous Institution of the Department of Atomic Energy, Government of India) TIFR Centre for Interdisciplinary Sciences 21, Brundavan Colony, Gandipet Road, CBIT Post Office, Hyderabad-500 075 (Transit Campus) Phone: 040-2419 5029, Email: purchase@tifrh.res.in

TIFR Centre for Interdisciplinary Sciences TATA INSTITUTE OF FUNDAMENTAL RESEARCH

PUBLIC TENDER NOTICE

TENDER REFERENCE NO: TFR/PD/IC15-500/150286/PUB

Supply, Installation, Calibration and Training of **Flow Cytometer**

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

TIFR Centre for Interdisciplinary Sciences Plot No.21, Brundavan Colony, Narsingi, Hyderabad - 500 075. Tel: +91(0)40 2419 5029.

(Autonomous Institution of the Department of Atomic Energy, Government of India)

TIFR Centre for Interdisciplinary Sciences

21, Brundavan Colony, Gandipet Road, CBIT Post Office, Hyderabad-500 075 (Transit Campus)
Phone: 040-2419 5029, Email: purchase@tifrh.res.in

Tender Ref No: TFR/PD/IC15-500/150286/PUB Dated: 21.12.2015

NOTICE INVITING TENDER

Sealed tenders are invited by TATA INSTITUTE OF FUNDAMENTAL RESEARCH CENTRE FOR INTERDISCIPLINARY SCIENCES, HYDERABAD from reputed, experienced & registered Organisations for **Supply, Installation, Calibration and Training of Flow Cytometer** for Transit Campus of TIFR Centre for Interdisciplinary Sciences, 21, Brundavan Colony, Gandipet Road, CBIT Post Office, Hyderabad - 500 075. The detailed tender can be downloaded from www.tifrh.res.in under the head "Tenders".

1. Estimated cost: Rs. 1.18 Crores, Tender cost: Rs. 1500/- to be paid by DD/ BC in favour of "TIFR Centre for Interdisciplinary Sciences" (non-refundable) to be enclosed with technical bid. Earnest Money Deposit: Rs. 2,36,000/- (Two Lakhs Thirty Six Thousands Only) in the form of DD/BC from a Nationalized Bank and drawn in favour of "TIFR Centre for interdisciplinary Sciences Hyderabad" and payable at Hyderabad. (OR) Alternatively the EMD amount may be submitted in the form of Bank Guarantee from the Nationalized Banks in an acceptable form, remain valid for a period of forty-five days beyond the final bid validity period to be enclosed with technical bid.

Date for downloading of tender documents: 21-12-2015 to 25.01.2016 upto 13.00 Hrs.

Last Date & Time for submission of tenders: 25.01.2016 by 13.00 Hrs.

Date for opening of Technical Bids: 25.01.2016 at 15.00Hrs.at the above address.

Administrative Officer

(Autonomous Institution of the Department of Atomic Energy, Government of India)

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TENDER REFERENCE NO	:	TFR/PD/IC15-500/150286/PUB DTD 21.12.2015
PUBLISHED ON	:	21.12.2015
DUE DATE	:	25.01.2016
ESTIMATED COST		
OF TENDER	:	APPX. Rs. 1.18 CRORES
TENDER COST	:	Rs1500/-
EMD AMOUNT	:	Rs. 2,36,000/- (Two Lakhs Thirty Six Thousands Only)
TYPE OF TENDER	:	TWO PART

DESCRIPTION OF MATERIAL

S.No.	Description of Item	Qty.	UOM
	Supply, Installation, Calibration and Training of Flow		
	Cytometer	01	No.
1.			
	(Detailed Specifications and Requirements as per		
	Attached Scope of Supply Annexure A)		

Closing time and date : 13.00 Hours on 25.01.2016

Tender will be open at : 15.00 Hours on 25.01.2016

Both Technical Bid (Part A) and Financial Bid (Part B) to be submitted within the due date and time in separate envelopes and marked on top as Part A and Part B. These two sealed envelopes should be further put in one Master Envelope super scribed with the Tender No., Due Date in Bold Letters.

Please see attached sheet for conditions of tender.

Important Instruction: The bids shall be enclosed in an envelope and sealed duly marked "Tender for "Supply, Installation ,Calibration and Training of Flow Cytometer" at TCIS Campus," Tender Ref No. TFR/PD/IC15-500/150286/PUB, addressed to "Administrative Officer" at the address given below address. The bids are liable to be rejected if the sealed envelope is not addressed to "Administrative Officer" with Tender Ref No., Due date and Item Description. Offers delivered in person shall be delivered at the Tender Box in the Security Gate at TIFR TCIS Hyderabad Office. If the bids are sent through courier/post, it should reach on or before submission Due Date and Time and TCIS will not be responsible for the delay. Tender submitted after 13.00hrs on due date will be rejected.

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- Tender Cost: Tender cost Rs. 1500/- (Non-Refundable) to be paid by Demand Draft (DD)
 (or) Bankers Cheque (BC) from a Nationalized Bank and drawn in favour
 of "TIFR Centre for Interdisciplinary Sciences" payable at Hyderabad to be
 enclosed with the technical bid (Part A).
- 2. **EMD**: Earnest Money Deposit (INR) **Rs. 2,36,000/- (Two Lakhs Thirty Six Thousands Only)** should be provided along with the technical bid in the form of Demand Draft (DD)(or) Bankers Cheque (BC) from a Nationalised Bank and drawn in favour of "TIFR Centre for Interdisciplinary Sciences", payable at Hyderabad. Alternatively the EMD amount may be submitted in the form of Bank Guarantee from the Nationalised Banks in an acceptable form, remain valid for a period of forty-five days beyond the final bid validity period.

The EMD will be returned back to the unsuccessful bidder at the earliest after expiry of final bid validity. The EMD will be returned back to the successful bidder after submission of the Performance Security. The EMD shall be forfeited in the event of breach of contract by the contractor in term of contract/order. Tenders submitted without EMD shall be rejected.

The EMD may be forfeited:

- a) If the bidder withdraws the bid during the period of bid validity specified in the tender.
- b) In case a successful bidder fails to furnish the Performance Security/ Performance Bank Guarantee.
- c) If the bidder fails to furnish the acceptance in writing, beyond one week from award of contract/ order.
- d) The event of breach of contract by the contractor in term of contract/order
- 3. PART "A" (Technical Bid) consisting of Technical Bid & Commercial Terms and PART "B" (Financial Bid) consisting of only Price shall be submitted in **separate** sealed envelopes duly superscribed with the tender enquiry number, and the due date in bold letters, addressed to the Administrative Officer, Tata Institute of Fundamental Research, 21, Brundavan Colony, Narsingi, Gandipet Road, Hyderabad 500 075. The envelopes should be clearly marked on top as either PART "A" or PART "B".

The two sealed covers should be further put in a master cover superscribed with the Tender Enquiry No., Due Date in bold letters, addressed to the Administrative Officer, Tata Institute of Fundamental Research, 21, Brundavan Colony, Narsingi, Gandipet Road, Hyderabad - 500 075. The sealed master envelop has to be delivered by hand/courier in the Tender Box in the security Gate Office of TIFR-TCIS, Hyderabad (address mentioned above) on or before 13.00 hrs on the due date specified. The technical bid will be opened in the presence of attending tenderers at 15.00hrs on the due date Administration Section, TIFR-TCIS, Hyderabad (address mentioned above). Tenders submitted after 13.00 hrs on due date will not be considered and shall be rejected.

4. In case the PART "A" and Part "B" bids are not sealed in separate envelopes the tender will be rejected.

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5. The technical bid should not contain any indication of the price, failing which the tender shall be rejected.

6. Validity of Bids

Quotations must be valid for a period of **180 days** from the date of opening of price bids. Even though the date of opening of price bid will be intimated to the technically qualified successful bidders, bidders to ensure the higher validity period. Bids with the shorter validity period are liable for rejection.

7. Conditional offers will not be considered.

Please read carefully-Instruction for the bidders for Scope of Supply.

The prospective bidders/firm should note that high quality of Service is the essence of this tender.

- A. Acceptance of Technical specifications mentioned in Scope of Supply Annexure-A and terms and conditions of Tender. Tender document to be enclosed with Date, Signature and Seal in every Page.
- B. Complete Technical details should be provided for the material/item offered (Specifications, Technical Parameters, etc.,).

Note: Models with similar or better specifications can also be quoted. A technical team will examine the suitability of similar configurations, based on the criteria stated in Scope of Supply in Annexure A

- C. Details of Warranty Services as mentioned in Tender should be provided.
- D. The following Annexures are part of the tender documents under reference:
 - a) Annexure A Scope of Supply.
 - b) Annexure B Supply Order Details of Flow Cytometer to Other Firms
 - c) Annexure C Annual Turnover
 - d) Annexure D Technical Compliance Sheet
 - e) Annexure E Commercial Compliance Sheet
 - f) Annexure F Financial bid

The Bidder shall fill in Annexures B to E completely and submit them along with their technical bid (Part A). Fill Annexure F and submit the Financial Bid (Part B).

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- E. Any other information the bidder would like to provide with Date, Signature and Seal
- F. The tender should be submitted in two sealed covers. This tender will be evaluated under two cover bid system as described above.
- G. Conditional offers will not be considered.
- I) The First Sealed cover Cover I should be superscribed "Technical Bid" Part A and should contain Annexures A,B,C,D and E duly accepted, signed by authorised signatory with seal. The DD/BC towards the tender fee and EMD should also be included in cover I.

The cover I shall also contain the following documents:

- a) Please attach copies of Purchase Orders, Completion Certificate, etc.
- b) Acceptance of Terms and Conditions specified in the tender documents.
- c) Demand Draft/Bankers Cheque (BC) in lieu for Tender Cost/Earnest Money Deposit.
- d) Latest Solvency Certificate Issued after 01.07.2015 issued by Nationalised bank for value of Minimum 75 Lakhs to be submitted along with technical bid. Failure in which the tender will be rejected.
- e) Copy of valid PAN number issued by the Income-Tax Authority, Registration Certificate of the firm/agency/Company.
- f) The copy of audited financial reports/balance sheet /IT returns of the bidder for the financial year 2014-2015, 2013-2014, and 2012-2013 indicating the annual sales turnover. The bidder should have average annual sales turnover of minimum Rs. 1 Crore or more during the last three financial years ending 31st March2015. Attach firm's last 3 years audited profit and loss balance sheet duly audited by C.A.
- g) Duly filled technical bid with proper seal and signature of the authorized person (with name, designation & contact no.)
- h) A Copy of **Un-Priced** Commercial Bid.
- i) All warranty and support must be serviced directly by the OEM or Local presence of OEM's support centre, preferably in the same town/city/any major cities in India, at the site of deployment of this equipment.

Service: A written contract of after sales service and technical support should be provided. Immediate response upon system failure should be guaranteed. Response to service calls should happen within 48-96 hours. Acceptance letter to Warranty and service support is to be enclosed.

j) Training: It is desirable that periodic training/demonstration classes at least once in every 6 months to new users are to be conducted for the first two years.

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- k) All necessary catalogue/drawing literature/data and details of item(s) as are considered to be essential for full and correct evaluation of the bid should accompany the bid.
- I) The bidder is to submit a CD/DVD/USB Drive containing all the technical specifications of the quoted equipment. (to be submitted off-line, before the last date and time of submission **along with Tender Technical Bid**.)
- III) The Second sealed cover COVER II superscribed 'Financial Bid' should contain as per Annexure F.

The Above mentioned two Covers i.e., Cover-I & Cover-II shall be sealed individually on the outside with wax seal bearing the Logo/Name the Logo/Name of the company submitting the bid. These two covers shall be again put into a single wax sealed cover superscribed "Tender for Supply, Installation, Calibration and Training of Flow Cytometer" at TCIS Campus". This should be addressed to Administrative Officer, Tata Institute of Fundamental Research Centre for Interdisciplinary Sciences, 21, Brundavan Colony, Narsingi, Gandipet Road, Hyderabad - 500 075, India. The bid should be submitted before 13.00 Hrs on 25.01.2016. The Technical Bid will be opened on 25/01/2016 at 15.00 Hours.

On the date of tender opening (i.e. on 25/01/2016), only the Technical Bids shall be opened in the presence of attending bidders. The Technical Bids shall be evaluated subsequently and only the shortlisted techno commercially qualified firms will be called for attending the Financial bid opening. Intimation for attending the Financial bid opening shall be sent to the short listed firms in advance.

The Bidders representative who are attending the Bid opening should bring the authorisation letter duly signed on company letter head.

Since TIFR-TCIS is Deemed University and an Educational Institute, please consider for the necessary educational discount if any.

Due Date for submitting your offer is 25-01-2016 (13.00hrs).

Administrative Officer

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I) Preamble:

Tata Institute of Fundamental Research Centre for Interdisciplinary Sciences (TIRF-TCIS), Hyderabad, an autonomous Research Institute established by Government Of India. To augment the Institute's infrastructure we are floating this public tender. This public tender is for "Supply, Installation, Calibration and Training of Flow Cytometer" at TCIS campus, 21, Brundavan Colony, Narsingi, Gandipet Road, Hyderabad - 500 075.

II) Pre-qualification:

Mandatory requirements for a bidder to qualify as a participant in this tender:

- a) Latest Purchase Order copies (Minimum One Order) must be submitted with the technical bid.
- b) Latest Solvency Certificate issued after 01.07.2015, issued by Nationalised bank for value of Minimum 75Lakhs to be submitted along with technical bid. Failure in which the tender will be rejected.
- c) The bidder should have average annual sales turnover of minimum Rs. 1 Crore or more during the last three financial years ending 31st March2015. Attach firm's last 3 years audited profit and loss balance sheet duly audited by C.A.
- d) Scope of Supply as per Annexure A.
- e) All warranty and support must be serviced directly by the OEM or Local presence of OEM's support centre, preferably in the same town/city/any major cities in India as the site of deployment of this equipment.

Service: A written contract of after sales service and technical support should be provided. Immediate response upon system failure should be guaranteed. Response to service calls should happen within 48-96 hours. Acceptance letter to Warranty and service support is to be enclosed.

The instrument and the work stations should be provided with at least a two year comprehensive warranty from the date of installation. The warranty should include regular maintenance, parts, labour and software updates.

The maintenance costs for the entire system after the warranty period should be stated. Mention AMC for an additional years separately.

- f) Bidder should be either an Original Equipment Manufacturer (OEM) or should be single Authorized Partner having Direct Purchase and Support Agreement with the OEM. One OEM can authorize one partner only and one bidder can represent only one OEM.
- g) In case the Bidder is a Partner of the Principal Manufacturer, a Certificate from the Principal Manufacturer clearly stating the relationship and level of partnership with the Partner and authorization to the Partner to quote for this Specific tender Enquiry is to be furnished. One OEM can authorize one partner only and one bidder can represent only one OEM.

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- Training: It is desirable that periodic training/demonstration classes at least once in every 6 months to new users are to be conducted for the first two years.
- i) Installation, calibration and training should be performed by the supplier.
- 2. Scope of Contract
- 1.1 The following Annexures are part of the tender documents under reference:
 - a) Annexure A Scope of Supply.
 - b) Annexure B Supply Order Details of Flow Cytometer to Other Firms
 - c) Annexure C Annual Turnover
 - d) Annexure D Technical Compliance Sheet
 - f) Annexure E Commercial Compliance Sheet
 - f) Annexure F Financial bid

The Bidder shall fill in Annexures B to E completely and submit them along with their technical bid (Part A). Fill Annexure F and submit the Financial Bid (Part B)

- 1.2 The details of rates for the Supply, Installation, Calibration and Training of Flow Cytometer shall be indicated by the firm in Annexure "F".
- 2. Quality and Scope of Services
- 2.1 It is normally understood and agreed between both the parties that the Centre will not be responsible or be liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the bidder/firm and the bidder/firm alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
- 2.2 The successful bidder/firm shall indemnify/deemed to have indemnified the Centre for all claims/losses arising out of this tender. The bidder/firm is deemed to have indemnified the Centre against any claim by any authority once the order is awarded. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the bidder/firm only shall pay such claim/damages and even if the Centre is called upon to pay, such damages/penalties and or cost shall be recovered from the bidder"s/firm"s dues/amount payable or shall be paid by the bidder/firm on a demand from TCIS.
- 2.3 The bidder/firm shall follow all rules as may be existing or may be framed from time to time at TCIS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in TCIS as amended from time to time.

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SCOPE OF SUPPLY - ANNEXURE A

Technical specifications for a Flow Cytometry System for TCIS, TIFR Hyderabad

- The system must have the following four high power, fixed wavelength, solid state, non-collinear lasers as light sources 405 nm, 488 nm, 561 nm and 635 nm excitation lasers; the option of adding lasers in the future is desirable but not mandatory. Some variation (+/-20 nm) on the exact stated wavelengths is acceptable.
- The system must be able to discriminate among at least ten fluorescent colors. The instrument detectors need to be sensitive, linear and have at least a 7-decade dynamic range.
- Input should be compatible with standard flow cytometry tubes and multi-well plates. The ability to use multi-well plates automatically is highly desirable, and if additional loaders/autosamplers are required for this, they must be quoted separately as optional items. Future upgrades should be possible if the autosampler is not procured.
- System must have alignment-free flow cell design for general operations.
- System should be able to acquire samples at three different sample flow rates and should have the ability to work with low sample volumes (~50 microliters). The system should be able to achieve 15,000 events/sec or better, for high number statistics and rapid detection of small subpopulations of cells.
- The ability to reliably detect smaller particles such as micro-vesicles or yeast cells is required.
- System should have conventional hydrodynamic focusing of analysed samples.
- The system and operating software should have the ability to automatically set and correct the compensation matrix.
- Output data should be compatible with the latest third-party analysis softwares (like FlowJo). A
 computer with required configurations should be supplied along with the instrument.
- One offline workstation, any special UPS systems (backup including lasers), and colour laser printers may be quoted as additional costs, but are not mandatory. UPS requirements should be clearly stated.
- The quoted costs should include installation, calibration and training.

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 Demonstrated competence and proven after sales service track record with dedicated application and service team in the country are required of the vendor. Vendors with service bases within or close to Hyderabad are preferred.

Additional clauses

Warranty:

- The instrument and the work stations should be provided with at least a two year comprehensive warranty from the date of installation. The warranty should include regular maintenance, parts, labour and software updates.
- Please mention Annual Maintenance Contract(AMC) Charges for additional year separately. The maintenance costs for the entire system after the warranty period should be stated.

The equipment should be warranted for trouble-free performance from the date of installation, successful commissioning, calibration and demonstration at the project site. The warranty certificate should be provided by the supplier along with the material supply.

Commencement of warranty period: The warranty period of an item shall commence from the date of satisfactory installation/commissioning/calibration/demonstration of the item at the project site.

Service:

A written contract of after sales service and technical support should be provided. Immediate response upon system failure should be guaranteed. Response to service calls should happen within 48-96 hours.

Training:

It is desirable that periodic training/demonstration classes at least once in every 6 months to new users are to be conducted by supplier for the first two years.

Note: Models with similar or better specifications can also be quoted. A technical team will examine the suitability of such configurations, and have right to select the suitable model based on TCIS requirement.

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IV. OTHER TERMS AND CONDITIONS OF THE TENDER

- 1. The technical bid should not contain any indication of the price.
- 2. Fax/Email/Telegraphic/Telex Tenders will not be considered.
- 3. The bidder should be registered under the Companies Act, 1956 or a registered firm. Registration certificate to be submitted.

4. Validity of Bids

Quotations must be valid for a period of 180 days from the date of opening of price bids. Even though the date of opening of price bid will be intimated to the technically qualified successful bidders, bidders to ensure the higher validity period. Bids with the shorter validity period are liable for rejection.

- 5. Bidder should provide Acceptance of Scope of Supply and Terms and Conditions specified in these tender documents along with technical bid.
- 6. Please attach copies of Purchase Orders, Completion Certificate, etc.
- 7. Tenders containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered. Post tender revisions/corrections shall also not be considered.
- 8. Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page. Unsigned bid with rubber stamp summarily rejected.
- 9. This tender document/form is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.
- 10. No questions or items in the Annexures shall be left blank or unanswered. Where you have no details or answers to be provided a "NO" or "NIL" or "Not Applicable" statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 11. Tenders who do not comply with any of the condition are liable to be rejected.
- 12. The Institute shall be under no obligation to accept the non qualified /lowest or any other tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.
- 13. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten. Over writing is not acceptable.

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14. Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer.

Models with similar or better specifications can also be quoted. A technical team will examine the suitability of such configurations, and have right to select the suitable model based on TCIS requirement.

15. The quotation should be only in Indian Rupees for indigenous bidder.
In case where a bid is submitted by Indian Agent on behalf of his foreign principal, such bid should be supported with a letter of Authority from the principal that the Indian Agent has been authorized to submit the bid on behalf of the principal. The indigenous manufactures shall submit their bids directly.

16. Price:

i) Import:

In case of foreign currency bids, the price criteria should be on FOB/FCA basis only. Though the comparison is made on FOB/FCA basis, the Bidders are required to provide the estimated Cost of Freight and Insurance up to Hyderabad (ie.) CIF Hyderabad.

- ii) Indigenous: In case of INR bids the price criteria should be on F.O.R TIFR-TCIS, Hyderabad basis.
- iii) The Price quoted shall be considered firm till the complete execution of order and no upward price escalation will be permitted at any situation. All details relating to price, price breakup, taxes, delivery term, Payment Term, mode of payment, mode of dispatch should be clearly mentioned.
- iv) After arriving at final pricing of individual offers of all the short listed firms, the techno commercially qualified lowest firm will be awarded the purchase order.
- 17. TIFR-TCIS is Exempted from paying of Custom Duty under the notification No.51/96 dated 23.07.1996, Excise Duty under the notification No. 10/97 dated 01.03.1997, for all procurements/supply meant exclusively for Educational, scientific and research purpose. Certificate in this regard shall be issued by TIFR.

Ctifr

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18. Taxes: TIFR-TCIS does not have any exemption/concession on payment of Sales Tax/VAT and we are not authorized to issue any Sales Tax Form "C" & "D".

Deduction of Indian Income Tax Deduction at Source: The Deduction of Indian Income Tax Deduction at source (TDS) will be deducted as per IT Act. The taxes at the time of actual utilization of service etc. will be deducted if applicable any.

- 19. Please provide TIN no. of the firm along with the CST/WCT No. allotted by the concerned authorities in your quotation.
- 20. The Techno commercially qualified bids of the firm's financial bid only will be opened on stipulated date and time to be communicated at a later date to the respective firm.
- 21. Bidders should meet all the Requirements of Pre Qualification, Scope of Supply as per Annexure A, Supply Order Details of the item to other firms (Annexure B), Annual Turnover (Annexure C), Technical Compliance Sheet (Annexure D), Commercial Compliance Sheet(Annexure E) for qualify for Financial Bid Opening. There after Financial proposal (as per Annexure F) shall be evaluated.
- 22. Award Of Contract: TIFR-TCIS shall award the contract to the techno commercially qualified eligible bidder whose bid has been determined as the lowest evaluated financial bid. If more than one bidder happens to quote the same lowest price, TIFR-TCIS reserves the right to award the contract to any one bidder. Purchaser's Right to vary Quantities at the time of Award. TIFR-TCIS reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.
- 23. No request for extension of due date will be considered under any circumstances.
- 24. In case the date of receipt or opening of tenders is declared a Govt. holiday then the tender will be received/ opened on the next working day at the same time.
- 25. Bid (or) Modification to bids received after closing date and time shall not be considered. Such modified bid to gather with original bid will be summarily rejected.
- 26. TIFR-TCIS will not be responsible for the loss of the tender or for delay in postal transit if any.



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27. **Performance Security:** The Successful bidders should deposit @ 10% of Purchase Order value as Performance Security within 2 weeks from the date of issue of order/contract.

The performance security shall be in one of the following form. Demand Draft/Banker's cheque in favour of "TIFR Centre for Interdisciplinary Sciences, Hyderabad" payable at Hyderabad.

(Or)

Bank guarantee issued by Nationalized Bank valid for 60 days beyond the date of completion of all contractual obligations of the Supplier including warranty period.

Performance Security shall be forfeited if bidder fails to execute the order as per terms of contract/purchase order. If Performance Security is not paid within the specified time, TIFR-TCIS reserves its right to cancel the order.

The Performance Security will be returned back to the successful supplier on receipt of the Performance Bank Guarantee (or) The 10% Performance Security Deposit in the form of Bank Guarantee which is mentioned above may be extended as Performance Bank Guarantee valid for 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period. Vendor should clearly mention their acceptance to this effect in their quote.

Performance Bank Guarantee: Performance Bank Guarantee for 10% of the value of supply should be provided and it should be valid for 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period. Performance Bank Guarantee should be from Nationalised Bank. In case Performance Bank Guarantee is not provided, 90% payment only would be released and balance after 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period. Vendor should clearly mention their acceptance to this effect in their quote.



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28. Payment Term:

Import Item: 60% payment will be released through irrevocable Letter of Credit on presentation of complete and clear dispatch documents, material receipt and balance 40% of the amount shall be released through irrevocable Letter of Credit after the receipt of material installation, successful commissioning, calibration, training and acceptance of the equipment by TCIS IT authorized person(s) through all relevant documents with Performance Bank Guarantee to be valid beyond 60days completion of all contractual obligations of the supplier including warranty period from the date of successful installation. However Letter of Credit arrangement will be made for 100% order value.

Indigenous Item: 60% of order value will be released on receipt of material at TIFR-TCIS Hyderabad, balance 40% shall be released after installation, successful commissioning, calibration, training and acceptance of equipment by TCIS IT team and its authorized person(s) through all relevant documents with Performance Bank Guarantee to be valid for 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period from the date of successful installation.

- 29. All bank charges outside India to supplier"s account only.
- 30. No Agency commission will be paid as per Government of India rules.
- 31. Training and documentation: Training and Documentation should be provided by the supplier at free of cost.
- 32. Bidder's Service Engineer should be fully trained to install the equipment and capable of maintaining the equipment during/after the warranty period.

33. Warranty:

- The instrument and the work stations should be provided with at least a two year comprehensive warranty from the date of installation. The warranty should include regular maintenance, parts, labour and software updates.
- Mention Annual Maintenance Contract(AMC) Charges for additional year separately.
 The maintenance costs for the entire system after the warranty period should be stated.

The equipment should be warranted for a trouble-free performance from the date of installation, successful commissioning, calibration and demonstration at the project site. The warranty certificate should be provided by the supplier along with the material supply.

Commencement of warranty period: The warranty period of an item shall commence from the date of satisfactory installation/commissioning/calibration/demonstration of the item at the project site.



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Service:

A written contract of after sales service and technical support should be provided. Immediate response upon system failure should be guaranteed.

Response to service calls should happen within 48-96 hours.

34. Training:

It is desirable that periodic training/demonstration classes at least once in every 6 months to new users are be conducted for the first two years.

- 35. Mode of Dispatch: By Air/Road etc.
- 36. Documents like detailed Catalogue, Inspection certificate, country of origin etc should be provided along with the dispatch documents
- 37. Customs clearance will be done by TIFR-TCIS through the nominated firm for imported consignment.
- 38. Delivery Period: Delivery Period should be as early possible from the date of purchase order. Once delivered to onsite, the installation, commissioning, calibration and acceptance testing period will be within 2 weeks from the date of delivery of equipment.

The period of delivery will be counted

- a) From the date of receipt of the order in case of Indian supplier and
- b) From the date of opening of letter of credit/receipt of the order for foreign suppliers.

Place of Delivery: In the case of items indigenously manufactured, all deliveries shall be effected to the F.O.R TIFR-TCIS, Centre for Interdisciplinary Sciences, Plot No.21, Brundavan Colony, Narsingi, Hyderabad - 500 075, whereas foreign Supplier should forward the dispatch details immediately to TIFR-TCIS enable us to appoint our nominated freight forwarder who will pick up the consignment from Supplier's FOB / FCA basis, and book it to Hyderabad. Freight Forwarder will arrange customs clearance and deliver the same to TIFR-TCIS Hyderabad.



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39. Delay in Completion/ Liquidated Damage (LD):

- a) If the bidder/firm shall fail to deliver the system/components within the time specified in the contract/purchase order, the purchaser shall recover a penalty from the bidder/firm as liquidated damages @ 0.5% of order value per week will be charged for delayed period subject to a maximum of 10% of order value. System/components will be deemed to have been delivered only when all essential component parts are also delivered. If any essential components are not delivered in time the entire system/components will be considered as delayed until such parts are delivered.
- b) If the delay in the shipment of the ordered materials attributable to the bidder/firm exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the TIFR-TCIS, Hyderabad shall have the right to cancel the contract/ purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
- c) The same rate of penalty shall be applicable for late installation of the equipment/instrument also.
- d) agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the TIFR-TCIS, Hyderabad shall have the right to cancel the contract/ purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
- e) The same rate of penalty shall be applicable for late installation of the equipment/instrument also.

40. Packing and Shipping:

- a) The equipment should be strongly and securely packed for shipment in airworthiness, as applicable in minimum cubic space in such manner as to prevent damage and pilferage in transit from point of shipment to final destination. If any loss and damage has arisen from in adequate packing, the losses shall be borne by the supplier. Packing should indicate Case No., Order No., Gross weight in Kgs., Nett weight in Kgs. and outside dimensions L X W X H etc.
- b) Every packing shall contain a packing list and the order number, package number, number of cases in the consignment, description and quantity of each item packed shall be clearly shown in the packing list. The description and quantity of each item shall tally with that specified in the order, whenever applicable.



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- 41. If the supplier is not successfully discharging their contractual obligation against the order/ contract placed on them by TIFR TCIS within the agreed time limit, (OR) if there is any deficiency in performing such obligation, TIFR TCIS reserves the right to suspend such as supplier from their participation in future as per TIFR TCIS standard terms and conditions.
- 42. No sub-contracting will be allowed for installation or maintaining system/equipment/instrument during (or) after warranty period. This is the sole responsibility of the OEM/ Principal's/their authorized agent.
- 43. In case of Import of material, it is the responsibility of the vendor to make sure that the system being proposed can be exported to India with TIFR-TCIS as the end user.
- 44. TIFR-TCIS reserve the right to ask for or to provide any clarification, changes after the release of this tender. Any changes or clarifications provided by TIFR-TCIS may be checked at TIFR-TCIS website http://www.tifrh.res.in/tcis/contact-us/tenders.html
- 45. If any information furnished by the agency is found to be incorrect/false at a later stage, the tender will be rejected and the firm will be liable to be debarred from tendering.
- 46. Corrupt or Fraudulent Practices: TIFR-TCIS requires that the bidders who wish to bid for this project have highest standards of ethics. TIFR-TCIS will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. TIFR-TCIS may declare a bidder/firm ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the bidder/firm has engaged in corrupt and fraudulent practices during the execution of contract.
- 47. The TIFR-TCIS reserves the right to accept or reject any or all the prospective applications in full or part thereof without assigning any reason whatsoever.
- 48. The tender form along with necessary enclosures duly filled in should be submitted in original on or before the due date and time. Deviation of this condition shall render the tender liable to rejection.
- 49. Unsealed, conditional/email tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained.
- 50. The TIFR-TCIS Hyderabad in public interest reserves right to accept or reject any or all tenders without assigning any reason and also to impose/relax any terms and conditions of the tender.



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51. Risk Clause

Notwithstanding the other terms and conditions therein, any additional cost incurred due to the procurement of the product as required for the contract, which are not contract, which are not delivered by the vendor or not as per the specification will be borne by the vendor. The vendor will be liable for any loss which TCIS may sustain by reason of such risk, in addition to penalty.

- 52. Observance of local laws: Wherever applicable (particularly for Local vendors), the vendor / contractor shall comply with all law, statutory rules & regulations etc. The vendor/ contractor shall obtain all necessary permits / approval from the local Governing Body, Police, and other concerned Authorities as may be required under law. The vendor /contractor shall pay all types of taxes, fees, license charges, deposits, duties, tolls, royalty or other charges that may be leviable on account of any the operations connected with the execution of this work/ contract.
- 53. Settlement of Disputes & Arbitration: All matters relating to disputes and difference of opinion shall be settled mutually as for as possible. In case of any interpretational issues arises in this tender, the interpretation/decision of TIFR-TCIS shall be final and binding on the bidder. The arbitration will proceed as per Indian Arbitration Act, 1940, as amended upto date.

Administrative Officer



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Supply Order Details of Flow Cytometer to Other Firms

Annexure - B

Please furnish list of firms/offices where you have Supply Flow Cytometer (Minimum One Order any model no. is Mandatory)

(please use additional sheets, if necessary:)

S.No.	Name of the company with full address	Purchase Order No. & date	Brief Item Description with Model No	Item Value In Currency
Signat	ura			
Signati	uie			
Name				
Design	nation			
Name	of company			
Date				
Seal of	f the company			

Note: Please attach copies of Purchase Order/Completion certificate etc. Supplier to similar technology, scale and value at premier Indian Organization/Institution like IISC, IIT (or) institution of equivalent nature.



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Audited Annual Turnover

Annexure - C

S. No.	Financial/ Accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in Rs.)
1.	2014-2015			
2.	2013-2014			
3.	2012-2013			

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N.B.

The bidder should have average annual financial turnover of minimum Rs. One Crore or more, during the last 3 years ending 31st march 2015. Kindly attach firm's last 3 years audited profit and loss balance sheet duly audited by C.A.



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Technical Compliance Sheet

Annexure - D

S.No	Description	Yes/No
1.	Satisfying all criteria including technical	
	specification mentioned in Scope of Supply	
	as per Annexure - A. If No, please explain why.	
2.	Whether the Instrument and the work stations are	
	provided with the two year comprehensive warranty	
	from the date of installation	
3.	Whether Annual Maintenance Contract(AMC) Charges	
	for additional year mentioned separately.	
4.	Service:	
	Whether a written contract of after sales service and	
	technical support is provided. Immediate response	
	upon system failure should be guaranteed. Response	
	to service calls should happen within 48-96 hours.	
	Whether this clause is accepted?	
5.	Training:	
	Whether agreed to provide periodic training	
	/demonstration classes at least once in every 6 months	
	to new users for the first two years.	
6.	Whether Output data is to be compatible with the latest	
	third-party analysis softwares (like FlowJo).	
7.	Whether any special UPS systems (backup including	
	lasers) and colour laser printers are required and	
	quoted separately	
8.	Whether bidder has service bases in Hyderabad	
9.	Acceptance that installation, calibration and training	
	should be performed by the Supplier.	

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Commercial Compliance Sheet

Annexure - E

S. No.	Particulars	Documents
		Attached
1.	Tender fee Rs. 1500/- Attached with Technical Bid Part-A	(Yes/No)
2.	Two separate bids duly filled in and signed in sealed envelopes (i) Technical-Part-A (ii) Price Bid-Part-B	(Yes/No)
3.	The Demand Draft(DD)/ Bankers Cheque(BC)-towards Earnest Money Deposit	(Yes/No)
4.	Documents in support of proof as per Pre qualification criteria.	(Yes/No)
5.	Undertaking that the successful Bidder agrees to give a 10% security deposit.	(Yes/No)
6.	Undertaking that the successful Bidder agrees to give a 10% Performance Bank Guarantee.	(Yes/No)
7.	Authorization letter from Principals enclosed (If applicable).	(Yes/No)
8.	Annexure B-Supply Order Details of Flow Cytometer to Other Firms-Duly filled and attached	(Yes/No)
9.	Annexure (C)- Annual Turnover Duly filled and attached	(Yes/No)
10.	Annexure (D)- Technical Compliance sheet -Duly filled and attached.	(Yes/No)
11.	Annexure (F)- Financial Bid as per Annexure F Duly filled and submitted in a sealed cover	(Yes/No)
12.	Self Attested copy of Sales Tax Registration certificate (CST/VAT etc) as applicable	(Yes/No)
13.	Acceptance of Terms and Conditions specified in the	(Yes/No)



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	tender documents.	
	Whether Latest Solvency Certificate issued after 01.07.2015 issued by Nationalised bank for value of Minimum 75 Lakhs should be submitted along with	
14	technical bid	(Yes/No)
	Copy of PAN No. allotted by the concerned Authorities is	
15	attached	(Yes/No)
16	A copy of the Un-priced Commercial bid	(Yes/No)
17	Acceptance of material dispatch through the TIFR-TCIS Freight Forwarder.	(Yes/No)
18	Acceptance of TIFR-TCIS Tender Payment Term.	(Yes/No)
19	Validity of Bid: 180 days from the date of opening of Price bid.	
20	Tender document duly signed and stamped by the Tenderer on each page	(Yes/No)
21	Bank Charges agreed for outside India	(Yes/No)
22	LD Clause agreeable as per tender	(Yes/No)
23	Acceptance to fulfill the contractual obligation.	(Yes/No)
24	Acceptance of warranty period and Free Replacement during warranty period.	(Yes/No)

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FINANCIAL BID FOR FLOW CYTOMETER

ANNEXURE F

Bill of Material and Price Schedule

Financial Bid (Part B) Format

The Bill of materials must be included in the technical offer as well as financial offer. However the technical offer should not contain any price information.

All the Bidders should Quote their offer in following format for uniformity

I) Imported Supply

Sr.	Item Description (Pls refer.Scope Of Supply-Annexure A)	Model No	Qty	Rate (Currency)	Total Amount. (Currency)
1	Flow Cytometer		1		
2					
3					
1	Optional Items :				
2					
3					



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Sr.No	Item Description (PIs refer.Scope Of Supply-Annexure A)	Model No	Qty	Rate (Currency)	Total Amount (Currency)	
4						
5						
6						
	Total Ex-Works	Price	1			
FOB/FCA Charges						
(A)						
	CIF Hyderabad Charges					
	CIF Hyderabad Price					

Amount in words:

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II) Indigenous Supply (Local Supply)

Sr. No	Item Description	Model No	Qty	Rate (Currency)	Total Amount. (Currency)
1					
	Optional				
2	Items:				
	Total				
	(+) Taxes etc.				
(B)	Grand Total (FOR TIFR-TCIS, I	Hyderaba	ıd)		
Amou	ınt in words:				

III) Price Schedule for AMC

All the Bidders should Quote their offer in Following format for uniformity

Sr.	Item Description	Rate Per Year	Total Amount per year. (Currency in
No	•	(Currency in INR)	INR)
1.	AMC Charges for the _th year warranty		
2.	AMC Charges for _th year Warranty		
	Total		
	(+) Taxes e		
	Total Amount for _th and _th Y		

Amount in words:

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