BID DOCUMENT

(e - Procurement)

Supply and Installation of Fully Automated Integrated Immunoassay and Clinical Chemistry Analyzer Free of Cost on Reagent Rental Basis on 5 years rate contract basis at Department of Biochemistry, AIIMS Bathinda

Department of Biochemistry
All INDA INSTITUTE OF MEDICAL SCIENCES
BATHINDA (PUNJAB)
151001, INDIA

INVITATION FOR BIDS
Notice Inviting Tender (NIT)

AIIMS BATHINDA

Department of Biochemistry
Bathinda-151001

e-Procurement Notice

Ref:AIIMS/BTI/Tender/27 **Dated: 06 Sep 2021**

Online tenders are hereby invited **in two cover system** from reputed **manufacturer/ authorized representative of a manufacture/wholesale dealer/importer** for:

Supply & Installation of Fully Automated integrated Immunoassay & Clinical Chemistry Analyser (Free of Cost) on Reagent Rental Basis on 5 years rate contract basis at Department of Biochemistry-AIIMS Bathinda

Bidders can download complete set of bidding documents from e- procurement platform http://eprocure.gov.in/eprocure/app. Bidders need to submit the bids online for the interested items by uploading all the required documents through http://eprocure.gov.in/eprocure/app.

Last Date/ Time for receipt of bids through e-procurement 27 Sep 2021 upto 03:30 PM. (Server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: http://eprocure.gov.in/eprocure/app and www.aiimsbathinda.edu.in.

CRITICAL DATE SHEET

Published Date	**06 Sep 2021 03:00 PM**
Bid Document Download Start Date	**06 Sep 2021 03:00 PM**
Pre bid meeting	**14 Sep 2021 03:30 PM**
Bid Submission Start Date	**06 Sep 2021 03:00 PM**
Bid Document Download End Date	**27 Sep 2021 03:30 PM**
Bid Submission End Date	**27 Sep 2021 03:30 PM**
Bid Opening Date	**28 Sep 2021 04:00 PM**

sd/-
Executive Director

AIIMS Bathinda invites e-tenders in two bids system (a) Technical bid, (b) Financial bid, from reputed Manufacturers/authorized dealers/firms/agency etc. for **supply and installation of Fully automated, integrated Immunoassay & Clinical Chemistry Analyser on Reagent Rental Basis** for **Department of Biochemistry**, **AIIMS Bathinda**. Bids should be valid for a minimum period of 180 days from the date of opening of technical bid for the purpose of bid evaluation / finalization of contract Minimum annual turnover of bidder or both should be at least 10 crore.

1. Complete Tender document can be downloaded from Institute website: www.aiimsbathinda.edu.in or Central Public procurement portal (CPPP): www.eprocure.gov.in. Tender document may be downloaded from above websites free of cost, however, A Bid Security Declaration should be submitted with technical bid in place of Bid Security/EMD as per Office Memorandum No. 9/4/2020-PPD dated 12 Nov 2020 by Ministry of Finance, Government of India.
2. For online submission of the bids Bidders /Tenderers would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
3. Digital signature certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NlC) in India.
4. Bidders/Tenderers can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in or www.aiimsbathinda.edu.in. Bidders/Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in.
5. Tender document can also be downloaded from the Institute website www.aiimsbathinda.edu.in. For further details regarding Amendment/Addendum/Extension please visit website www.eprocure.gov.in or www.aiimsbathinda.edu.in.
6. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
7. The bidders are advised to submit the bids through online e-tendering system to the Tender inviting Authority (TlA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
8. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
9. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
10. All the data being entered by the bidders would be encrypted using Public Key infrastructure (PKl) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.

11. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
12. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
13. The bidder should logout of the tendering system using the normal logout option available at the top righthand corner and not by selecting the (X) exit option in the browser.
14. The firms who intend to participate in the tender should first ensure that they fulfill all eligibility criteria as prescribed in the general terms & conditions.
15. The bidder submitting his / her tender would be deemed to have thoroughly read, considered and accepted all the terms & conditions mentioned in the tender document. No enquiries shall be entertained in respect of acceptance or rejection the bid. Conditional bid will be treated as unresponsive and it may be rejected.
16. The AIIMS Bathinda reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

Part I – Technical Bid

1. Mandatory documents to be uploaded online along with the Technical Bid:

a. Scanned Copy of Memorandum and Articles of Association/ Partnership Deed / Proprietorship Deed /Certificate of Incorporation (in case of company) etc.
b. Scanned copy of Goods and Service Tax (GST) Number.
c. Scanned copy of PAN Card.
d. Scanned certified copy of Income Tax Return (ITR) and of P & L Account and Balance sheet of the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of OEM.
e. Scan copy of a certificate regarding annual turnover duly signed and sealed by the Charted Accountants.
f. Acceptance letter on letter head stating to provide services on 24-hours basis and will give at least two months credits facility for payment of bills.
g. Bid security declaration in lieu of Earnest Money Deposit.
h. Scanned copy of bank details.
i. Scanned copy of Tender Acceptances Letter (**Annexure-I**).
j. Scanned copy of certificate about Non Black Listing (**Annexure**-II).
k. Scanned copy of technical bid (Annexure- III).
l. Details of Make, Model of items, Country of Origin without mentioning price which will be supplied free of cost at the AIIMS Bathinda. Technical Literature/ Catalogues & documents that is technically relevant and supportive to the bid.
m. Manufacturers Authorization certificate in case of authorized distributor of OEM. (**Annexure-**IV).
n. Undertaking by the bidder for tender compliance (**Annexure-**V).
o. Power of attorney/Authorization Letter, if bid is submitted by the authorized representative of the agency (on the letter head of the bidder).

p. Duly signed and stamped of the entire bid document along with its addendum/corrigendum, if any.
q. All other documents, as required in terms of the tender, to claim eligibility.

2. Hard copies of the aforesaid documents should be submitted within time.

Part II – Financial bid

1. Price bid of all the bidders whose offers/bids are techno-commercially suitable/acceptable as per the qualification requirements shall be opened electronically.
2. The rates should be quoted as per the BoQ (Format as per Annexure – VII) uploaded on e-procurement portal of GOI, Taxes/GST, if any, should be indicated separately. Rates should be valid up to five years from the date of installation of the instrument. Further, rates may be revised on completion of every three years of service. The Bidder shall not tamper/modify downloaded financial bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely, rejected, and attracts penal action of forfeiture of EMD, as mentioned in bid security declaration.
3. The rate shall be quoted "Cost per Reportable Test (CPRT)". Cost per reportable test includes all expenses e.g. instrument placement cost, maintenance cost, cost of consumable and spares (essential and others), cost of reagent, wash solution, calibrator, controls repeat test etc. The criteria for selection of L1 shall be based on the quoted CPRT which includes all expenses explained above, on monthly basis.
4. The bidder should be agreeable to justified review of CPRT with increase in sample volumes for each test.

Prequalification

#	Qualification Criteria	Documentary proof submitted	Compliance
Criteria related to Incorporation of the Firm, Legal entity:			
1.	The bidder should be either Original Equipment Manufacturer (OEM)/ authorized dealer/distributor specifically authorized by the OEM for at least last two financial years. The item/equipment being quoted should be of OEM (Original Equipment Manufacturers) and no non-standard equipment should be quoted. The bidder should have a back-to-back agreement with the OEM to supply and support the OEM's product and solution in India.	Certificate needs to be attached	
2.	The bidder shall commit in writing for a time schedule of no more than 2 months from date of placing the order to successful commissioning.	Self Certification	
3.	Bidder should have at least 3 years experience in supplying of similar type of scientific instruments/equipment's/ laboratory /state Govt./ Central Govt./Boards/educational organization /industries etc.	Bidder should submit the user list and letters from user regarding satisfactory' performance with the technical bid.	
Government Regulation			
4.	A notarized affidavit by the firm that it has never been black-listed must be attached along with the Bid, failing which the Bid shall be rejected.	Affidavit from the Notary to be attached along with the Bid.	
5.	The Bidder (not Individual) should have valid documentary proof GST Registration Number, TAN Number.	Pan and TAN Number and should be attached along with the bid	
Criteria related to financial viability			
6.	The Bidder should have minimum turnover of Rs.10 crores for last 3 financial years. The last three financial years would mean financial years 2017-18, 2018-19, 2019-20.	Certificate from a practicing Chattered accountant should be attached on his letter head confirming annual turnover during these years.	
7.	The Bidder should have valid Income Tax Returns for the last three financial years and the bidding Firm should have PAN Card. Provide documentary proof of Income Tax Returns for the last three financial years. Provide the copy of PAN Card.	Provide documentary proof of Income Tax returns for the last three Assessment years. Provide copy of PAN card	
Technical Criteria			
8.	Bidder should furnish technical compliance chart strictly as per specification given. (Annexure 'A')	Compliance of Technical specification and its deviation	

Bidders who do not meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

An undertaking has to be given by the authorized signatory of the company like Managing Director / President / Vice President or above, with evidence of board resolution to back it.

Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Serial No.	A. General
1	The reference number of the Invitation for Bids is No…… **……**
2	The Purchaser is **The Head of the Department of Biochemistry AIIMS Bathinda**
	B. Contents of Bidding Documents
4	For clarification of bid purposes only, the Purchaser's address is **The Head, Department of Biochemistry, AIIMS Bathinda** Attention : Address : **The Head, Department of Biochemistry AIIMS Bathinda** Floor/ Room number : **-** City : **Bathinda** ZIP Code/Postal Code **151001** Country : **India** Telephone : Facsimile number/Fax : Electronic mail address :
5	Web page : http://eprocure.gov.in/eprocure/app
6	A site visit/clarification meeting shall be organized by the purchaser
7	Pre-Bid meeting: 14 Sep 2021 03:30PM

TECHNICAL SPECIFICATIONS

"Summary of Technical Specifications"

Area	Specifications
System	Fully automated, Floor Model, Discreet, Multi-channel, Random Access, with automatic rerun, Integrated Immunoassay & Clinical Chemistry Analyser
	The complete system should be new, latest on the production line and must not be refurbished
	The equipment and all reagents should be European CE-IVD/US FDA/CDSCO/BIS approved.
	Supplier must provide original documentary proof of the date and place of manufacturing of equipment at the time of supply
	Any necessary upgradation in equipment required in future will be the supplier's responsibility.
Tests	Chemistries, Electrolytes, Immunoglobulins, Therapeutic Drug Monitoring, Drugs of abuse, NGSP approved HbA1c testing, Hormones, Cancer Markers, Cardiac Markers, Infectious Markers and other special Immuno assays, Fertility Markers, Bone Markers, Vitamins etc. (Qualitative & Quantitative)
	Maximum assay time should be less than 15 minutes / test for chemistry and 50 minutes/ test for Immunoassay.
	On-board test parameters: System should have facility for on-board programs for at least 80 different test parameters and the reagents should be available from the same manufacturer
Analytical mode	End point, Rate, Kinetic chemistries, Photometry, Potentiometry, and Kinetic Immuno Turbidimetry and Turbidimetric Inhibition Immuno assay, Immunoassay to be based upon Electro Chemiluminiscence/ Chemiluminiscence
Throughput	System should have throughput 900 Tests/hr for chemistry without ISE and 1200 Tests/hr for chemistry with ISE, 200 Tests/hr for Immunoassay.
Test entry mode	Separate entry modes for Routine and STAT samples should be available. STAT prioritization should not interrupt routine run
	Patient samples and reagents should be scanned with onboard scanner for easy operation
Sample	Sample type: serum, plasma, urine, cerebrospinal fluid (CSF), body fluids, whole blood (HbA1c)
	Separate rack /disk for routine / stats / controls Samples with bar coding
	Sample identification: On-board barcode scanner
	Sample volume: 1 – 40 ul per test for routine chemistries, 10-25 ul for ISE measurements and 2 – 200 ul for Immunoassay parameters.
	Sample capacity: On-board sample capacity should be at least 100, with continuous loading of samples
	Sample container: It should accommodate primary sample tubes, sample cups, aliquot tubes in same run
	Sample handling: Should have access to samples during operation, Sample mixing should be stirrer-less

	Biochemistry and Immunoassay modules Should be integrated to perform all the requisition tests through 1 sample tube only without splitting of the samples
	Onboard sample and calibrator dilution, clot detection and auto-repeat
	Pre-dilution facility for urine and abnormal samples
Reagents	Reagent packs should be ready to use with automatic onboard reagent mixing
	Reagent identification: On-board Bar code scanner
	Reagent capacity: 60 or more reagent positions for chemistry and 25 reagent positions for immunoassay.
	Reagent storage: Refrigerated reagent compartment/disk with temperature 2-8°C. Humidity control is optional.
	Reagent and Consumables loading: It should have continuous access to reagent and consumables compartment for loading & unloading of reagents and consumables, while sample run is in progress.
	Reagent stability: On-board reagent stability should be at least 10-60 days for chemistry and 21-30 days for immunoassay.
	Reagent volume: maximum 20-300 ul for single reagent in chemistry and 5-150 ul for immunoassay parameters.
Consumables	System shall use disposable tips and reusable cuvettes with efficient washing for clinical chemistry. For immunoassay, disposable reaction vessels should be used.
	Separate positions for diluents and other accessories should be available
Calibrations	The system should have long calibration stability for all Immunoassay parameters & Chemistry parameters to minimise repeated calibrations & to reduce reagent wastage. No daily calibration should be required, except for ISE
	Automatic calibration curve transition facility is optional.
	It should have facility to view and print calibration curves
Control	The system should have a QC package with graphical display of QC in real time, Levey-Jennings plots, statistical analyses and Westgard rules
	It should have facility to view and print Levey - Jennings Charts
	User defined Auto QC and Auto calibration ordering should be possible
Maintenance	System must have automated daily maintenance with optional automated weekly maintenance.
	Notifications for due maintenance
Analytical system	Photometer should have minimum 12 wavelength (340, 376, 415, 450, 480, 505, 546, 570, 600, 660, 700, 800 ± 2 nm) spectrophotometer for mono and bi- chromatic measurements.
	Light source should be Halogen / Tungston / Xenon or equivalent lamp having lamp save feature
Cuvettes	Hard glass /polystyrene/quartz strain and scratch resistant, reusable
Probes	Separate probe for reagent and sample, with fluid level sensor, with safety mechanism for probe crash detector.

	System must clean the reagent probe and sample probe automatically for all the parameters. No manual cleaning of probe is acceptable

	System must have on-board washing facility with on-board reusable cuvettes.
	Mixing of sample and reagents should be with ultrasonic/dedicated mixer for carryover-free mixing and reduce water consumption.
	It should have facility to alert user for insufficient sample aspiration. It should have clot detection, bubble detection and correction facility, alert message to the user.
	Detection of sample clogging should be with pressure sensitive clot detection and liquid level sensing should be with capacitance sensing technology
Waste	It should have facility to accommodate liquid and solid waste separately.
Troubleshooting	Self-diagnosis and troubleshooting should be available for minor day-to-day problem
	Error check: Automatic flagging of errors
Data processor	System should have on-board windows-based data control work station with 15" TFT LCD color touch screen monitor for programming the tests and entering the patient data
	Facility to monitor reaction for Samples, Blanks, Calibrators, Controls, data review, data-correction, multipoint working curve & includes comments.
	It should support Sample blank correction; Normal, panic, dynamic and repeat run range adjustment; reagent absorbance and reaction mixture absorbance check; abnormal values, pending list and repeat run list etc.
	Real time monitoring of QC violations, auto-verification and turn-around time for samples should be available
	Onboard reagent inventory with automatic tracking and notification of remaining tests, onboard stability and expiration, calibration and storage conditions for each pack should be there.
	System should have onboard data storage for 10,000 samples and Quality control data for 2500 samples @100 tests/sample
	Onboard storage for 100 parameter calibrator and 100 parameter control data including calibration reports/ graphs, LJ charts & Westgard rules
	Option of taking back-up of patient results and QC reports on external services and USB devices should be possible
	Continuous printing facility of patient results, QC and calibration details should be available.
Communications & ports	System should have bidirectional interface (compatible to Laboratory Information System) and in-built modem for remote diagnostics
	HIS port, Ethernet port and USB port should be available along with the equipment
	It is the responsibility of the vendor to integrate the software of the equipment with the existing HIS of the hospital for interfacing the results, free of cost.
Approval / certification	FDA/ CE/ IVD approved

Supporting equipment	Compatible UPS online with minimum 60 minutes backup should be arranged and maintained by the bidder with no extra cost
	Equipment should be able to work with Voltage: 200-240 V and Frequency 47- 60 Hz
	Compatible RO System with auto electro recharging facility, inclusive of pre treatment chamber should be arranged and maintained by the bidder with no extra cost.
General	• Reagents should be lot specific calibration, and controls. Calibrators & controls should be supplied along with kit. • Reagents and calibrators must be ready to use. • The instrument should be provided with appropriate online UPS backup, which couldprovide a backup for at least 2 hours in the event of disruption ofmain power supply. • The instrument should be capable of online help, maintenance logs and data storage facility with live remote service 24X7. • The instrument quoted must be approved by United States Food and Drugs Administration (US FDA), European Standard (CE) and Competent Indian Authority for use in donor blood screening. The bidder also submit Indian user list of quoted model only along with performance report. • The instruments should be new and not refurbished equipment and company certification should be available. • The bidder will provide free of cost maintenance of the instruments for entire period of contract (five years). • The Bidder shall maintain stock of one month's supply of reagents. • All reagents supplied shall have 75% of their shelf life (calculated from the printed dates of manufacture and expiry) at the time of delivery. Any expired or unused reagents shall be replaced by the company free of cost. • Bidder is to provide the test kit and consumables needed for validation and trial run, 100 tests each for TSH, Vitamin D Total, Vitamin B12, and ferritin and 600 tests of chemistry parameters like Glucose, Triglycerides, ALT and Urea. • The bidder should include comprehensive training programme for staffs. • All parameters must be quoted • 24X7 hour service is required & the maximum response time should also be 72 hours • Local training in lab on time to time (FOC) • Machine should be easily attached and run with our HMIS. • Rates should be valid up to Five years from the date of installation of the instrument.

Other Terms and Conditions:

(1) The System should be installed at the Institute site by the company subject to fulfillment of the pre-installation conditions as specified by the company in its pre-installation and training requisites. After installation, the Institute will provide proper environment including electrical temperature, reagents, storage area, etc. for system operation and its maintenance including sample handling and sample integrity. Shifting of the system to a different location within the Institute premises, if requested will be done by the bidder free of cost in the presence of the company's authorized representatives at the company's cost. In case of the company fails to shift the system to a different location as requested by the Institute within reasonable time and the same being assessed as endangering the system and/or it operations, the customer reserves the right to ask the company any loss or damages of any nature whatsoever from the company.

(2) Demonstration of installed equipment: Tendered Equipment must be demonstrated before Technical evaluation committee on stipulated date and time, for the parameters enlisted in the tender. Failure to demonstrate the equipment on the stipulated date without any genuine reason (which is to be intimated in advance and should be acceptable to the hospital authorities) will mean that the tenderer is not interested in supplying the equipment & the bid would be liable for rejection. The firm qualifying in both the equipment & reagent demonstration shall be qualified for and judged at the financial bid stage.

(3) **Award of Work:** After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive bidder. Not only quoted rates but the quality / specifications and capacity of analyzer will also be one of the criteria for selection of agency.
The agency should accept the offer within 21 days from the date of receipt of "Letter of offer", failing which the offer will be cancelled.

(4) The successful bidders will have to pay within 21 days from the date of issue of offer letter an amount @3% of the contract value, as performance bank guarantee in shape of B.G/DD in the name of Director AIIMS Bathinda from scheduled Bank. The Bank Guarantee shall remain valid till the expiry of (60) sixty days from the completion of the event under this Contract. If need arises, the bidder shall extend the validity of the Bank Guarantee for suitable period at his/her ownexpenses.

(5) The successful bidder will have to execute an agreement on a non-judicial stamp paper worth Rs. 100/- The cost of the stamp for the execution of the agreement will be borne by the agency.
In case of breach of contract/agreement, performance security shall be forfeited and the agency shall be blacklisted for such period decided by the competent authority in addition to termination of the empanelment. Performance Security shall be returned to the empaneled agency without any interest, whatsoever, after completion of empanelment period.

(6) Supply of reagents: During the contract period the reagents would be invoiced directly from the firm installing the equipment against confirmed order and the payment for the same would be made by AIIMS Bathinda within 60 days. The rates of reagents will remain fixed for period of five years; cost of any other parts/Consumable other than reagents will be borne by the successful bidder.
Rates may be revised on completion of five years of service. Regular supply of therequired consumables will be responsibility of supplier; no extra payment will be made for the same.

(7) **Payment clause:** The supplier will provide the bill for one month. Payment will be made upon certification of submitted invoice by the concerned Department. Supplier must enclose copy of GST deposit relating to previous month payment with the bill of current month. No advance payment will be made to the supplier under any circumstances.

(8) The AIIMS BATHINDA does not guarantee any minimum business or assignment which will depend on the requirement, financial resources available and agency performance.

(9) In case of any on execution of the work during the period of contract, the decision of the Institute shall be binding and final, agreeable in full by both the parties.

(10) Any legal disputes shall be subject to Bathinda jurisdiction.

(11) Prices should be quoted as cost per reportable test (CPRT). The price quoted should be firm & final, which is inclusive of the cost of Equipment, Maintenance, Accessories, Repairs/ Services, Reagents, calibrators, consumables including but not limited to washing solution, cleaningsolution, buffer solution, sample cups, cuvettes, microplates, disposable tips, RO water etc and other products required to perform the test for the full contract period.

(12) The Number of Calibrators for all the CPRT and all other requirements required to perform the test would be as per the norms/ frequency of NABL standards and as required by HOD/Professor in-charge of department, the cost of which will be borne by the successful bidder

(13) The Calibration of the Equipment would be as per the norms/ frequency of NABL standards or as required by HOD/Professor in charge of department would be done by the successful bidder.

(14) Application support, engineering support, bi-directional interfacing, machine downtime (24 hrs) including wear and tear of parts and preventive maintenance kit or parts according to schedule, training, validation tests, demonstration are to be provided free of cost by the bidder.

(15) The criteria for selection of L1 shall be based on the quoted price per test which includes all expenses explained above. Nothing extra on any account shall be borne by the Institute.

(16) In Case of **Default**: The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

(17) Fall Clause:

If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Organization) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/She shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Director or his authorized officer of AIIMS Bathinda shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of AIIMS Bathinda authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

(18) Penalty Clause:

(a) Non-execution of supply order - For the reasons of failure to supply partially or completely within 30 days, may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the HRF timely.

(b) Late delivery clause: The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each Purchase order which will not be supplied during stipulated time period of 30 days should be treated as cancelled. In addition to this Liquated Damages @ 1% per week will be levied, if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value, except in the case of Force Majeure reasons. Quantum of liquidated damages assessedand levied by the purchaser shall be final and not challengeable by the supplier.

(c) Non production of item – Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

(d) Breakdown/interruption of services - A penalty equivalent to triple the amount of cost of the tests not performed due to malfunctioning or non availability of instrument will be levied in such scenario of any delay/failure in testing from outside labs, in case of breakdown of the

equipment.

(19) Items nearing expiry / Expired:

The items supplied nearing expiry and / or if not consumed, will be intimated at least three months in advance and will have to be replaced by the tenderer at his / her cost. Slow moving items may be asked for replacement with other approved items at the discretion of AIIMS Bathinda.

(20) Disputes and Arbitration:

All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion failing which the matter will be referred to the Director AIIMS Bathinda for arbitration whose decision shall be the final binding on the contracting parties.

(21) **Laws governing the contract**:

(i) This contract shall be governed by the laws of Central Government /Punjab, India

(ii) The Courts of Bathinda/Chandigarh shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

(iii) Terms and expressions not herein defined shall have the meaning assigned to them, if any, in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as amended from time to time.

(iv) In view of the notification issued by the Ministry of Health & Family Welfare, Government of India, Gazette Notification no. SO 1468 (E) dated 6.10.2005 and GSR 627 (E) dated 7.10.2005, it would be sole responsibility of the Rate contract holder to comply with the applicable rules and regulations from time to time.

Annexure- I

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

_____

_____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No._____

Name of Tender/ Work: -

_____

_____

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

   _____

   _____

   as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tenderdocuments from Page No._____to_____(including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.

5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure- II

DECLARATION REGARDING CLEAN TRACK BY BIDDER

(On Company's/Firm's letterhead)

The Director,
AIIMS-Bathinda
Bathinda-151001

Re : Tender Enquiry No._____dated_____2020 for_____.

Sir,

I/we carefully gone through the Terms & Conditions contained in the above referred Tender Document I/we hereby declare that my company/firm is not currently debarred/blacklisted or no legal case pending by any Government/Semi Government Organizations/Institutions in India or abroad. In addition to this there is no vigilance/CBI/FEMA case pending against the firm/company. I/we further certify that I'm competent officer in my company/firm to make this declaration.

Or

I/we declare the following

No.	Country in which the company is debarred/ blacklisted/case is pending	Black-listed/debarred by Government/ Semi Government Organizations/Institutions	Vigilance/CBI /FEMA case pending	Reason	Since when and for how long

(**NOTE:** In case the Company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)
Yours faithfully

(Signature of the Bidder)
Printed Name
Designation
Seal

Annexure- III

FORMAT OF TECHNICAL BID

Tender No: ……. Dated……..
Name of the Bidder
Address
Contract No.
Email.
(Self-attested photocopies of all supporting documents must be uploaded on www.eprocure.gov.in

Sl. No.	Particulars	Submitted	If submitted, mention Page No. of PDF File	Remarks
1.	Status of Agency-Propriety/Partnership/ Pvt. Ltd. (attach proof in support)			
2.	Name of the Director/Partner/Proprietor along with his/her Contact No. & Email.			
3.	Registered/Branch Office Address with Tel. No. & Email			
4.	Bid Security Declaration			
5.	Firms registered with NSIC for sale of Medical Instrument/Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Whether the firm is registered under MSEs, SSI or NSIC MSME bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP has been made or not.			
6.	Manufacturer authorization as per Annexure III			
7.	Audit Balance Sheet and P & L Accounts along with ITR during the last three financial years i.e. 2016-17, 2017-18 and 2018-19			
8.	Acceptance letter on letter head stating to provide services on 48 hour basis and should publish the advertisement within 48 hours with at least sixty days credit facility.			
9.	Permanent Account Number (PAN)			
10.	GST Registration Certificate			
11.	Bank Details			
12.	Tender Acceptance Letter			
13.	Certificate about Non Black Listing as per			

	format at Annexure-II			
14.	Power of attorney/Authorization Letter, if bid is submitted by the authorized representative of the agency (on the letter head of the bidder).			
15.	Duly signed and stamped of the entire bid document along with its addendum/corrigendum, if any.			

Declaration:

I/We..... (Name of Proprietor/ Partners) do hereby declare that the entries made here are true to the best of my/our knowledge. I/We hereby agree to abide by all terms and conditions laid down in tender documents.

Place: Signature with stamp of the bidder

Date: Name, Address of the bidder
Tel/Mob. No:

Annexure IV

(To be submitted with Technical Bid)

Manufacturers' Authorization Form

Name of the Tender:_____on Reagent Rental Basis at_____AIIM Bathinda.

The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: Insert date (as day, month and year) of Bid Submission Tender

No.: (Insert number from Invitation for Bids.)

To.: Insert complete name and address of Purchaser

WHEREAS We (Insert Complete name of Manufacturer), Who are official Manufacturers in (Insert type of goods manufactured), having factories at (insert full address of Manufacturer's Factories), do hereby authorize (Insert Complete name of Bidder) to submit a bid the purpose of which is to provide the following Goods, manufactured by us (insert name and or brief description of the Goods), and to subsequently negotiate and sign the contact.

We accept the warranty/Guarantee condition mentioned in the tender documents of AIIMS Bathinda.

Signed: (insert signature of authorized representative of the manufacturer)

Name: (insert complete name of authorized representative of the manufacturer)

Duly authorized to sign this authorization on behalf on: (insert complete name of Bidder)

Date on_____Day of _____

Annexure V

UNDERTAKING
(On Company's/Firm's letterhead)

1. I/We the undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after the time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to AIIMS Bathinda to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bathinda.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bathinda (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the Equipment, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. Performance security @3% of the contract value shall be deposited by me/us in the form of FDR/Bank Guarantee in favour of Director, AIIMS Bathinda on award of the contract from a Nationalized / Commercial Bank and shall remain inthe custody of the Institute till the validity of the contract period plus two month (i.e. for 86 months).
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
7. I/We hereby undertake to supply the items during the validity of tender as per Directions given in supply order within stipulated period positively.

Name & Signature Seal of the participating Bidder Company Affirmation/Verification

Annexure VI

Technical compliance statement

Name of the equipment	**Requirement of the Purchaser** *(as mentioned in the technical specification of the bid document)*	**Offer by the Bidder**	**Deviations** *(if any)*

(To be submitted with financial Bid)

(To be submitted with financial Bid)

Annexure VII

Format for Price Breakup of fully automated integrated Immunoassay & Clinical Chemistry Analyser

A. Clinical Chemistry

S.No	Detail of Item Essential tests	Estimated No of test per Month	Pack Size (ml)	No Of Tests Per Pack	Cost per pack	Cost per test	Cost per reportable test (Inclusive of consumables)	% GST	Total cost per month (CPRT) inclusive of taxes
1.	Glucose	4000							
2.	Urea	4000							
3.	Creatinine	4000							
4.	Uric acid	1000							
5.	Total Bilir-ubin	3500							
6.	Dire ct Bilir ubin	3500							
7.	SGPT	3500							
8.	SGOT	3500							
9.	Alkaline Phospha tase	3500							
10.	Total Protein	3500							
11.	Albumin	3500							
12.	ISE-module reagent pack	1000							
13.	ISE-diluent for urine	300							
14.	Calcium (A)	1000							
15.	Phosphoru s	500							
16.	Total Cholest erol	2500							
17.	HDL-Cholesterol	2500							
18.	Triglycerid es	2500							

19.	Direct-LDL-Cholester-ol	2000							
20.	Urine protein	300							
21.	Amylase	300							
22.	Lipase	300							
23.	Microalbu min	500							
24.	Iron	1000							
25.	UIBC	1000							
26.	CKMB	300							
27.	CK NAC	300							
28.	CRP	600							
29.	RF	300							
30.	ASO	300							
31.	LDH	300							
33.	Gamma GT	1000							
34.	Magnesiu m	200							
35.	hsCRP	200							
Optional Test									
1.	ADA								

B. Immunoassay:

S.No	Name of the test	Estimated No of tests per month	Pack size (ml)	No of tests per pack	Cost per pack	Cost-per test	Cost per reportable test (inclusive of all consumables)	% GST	Total cost per month (CPRT) inclusive of taxes
1.	Free T3	500							
2.	Free T4	500							
3.	Thyroid Stimulating Hormone	600							
4.	Follicle Stimulating hormone	60							
5.	Luteinising Hormone	60							
6.	Prolactin	60							
7.	Cortisol	60							
8.	Estrogen	60							
9.	Progesterone	60							
10.	Testosterone	60							
11.	Alpha fetoprotein	100							
12.	CA 125	100							
13.	CA 15.3	100							
14.	CA19.9	100							
15.	CEA	100							
16.	Total PSA	150							
17.	Free PSA	150							
18.	Parathyroid hormone	150							
19.	Vitamin DTotal	500							
20.	Ferritin	100							
21.	Vitamin B12	300							
22.	BNP/NT-proBNP	60							
23.	TroponinT/ Troponin-I	60							
24.	C-Peptide	30							
25.	Insulin	50							

26.	Procalcitonin	100							
27.	Folate	100							
Optional Tests									
1.	Anti-TPO								
2.	IgE								
3.	Anti-CCP								

Note:

1. The bidder with maximum number of essential category test in cheaper rate will be the first priority in financial bid. The test menu is suggestive and there must be provision to expand testing menu in the future

2. Rate per valid reportable test (CPRT) will be considered in finance bid calculation (Last column of the above table).

3. Institute will pay GST as per government rule.

4. Institute does not commit any minimum number of tests per month. Test volume will depend on the requirement, financial resources available and agency performance.

5. The above-mentioned estimates are tentative. No assurance to the vendor on minimum guaranteed number of investigations in a financial year will be provided by the Institute.

6. The institute reserves the right to carry out and pay for decreased/increased number of tests.

7. The cost per reportable test includes the cost of reagent as well as calibrators, quality controls, instrument placement costs, maintenance costs, costs of consumables and spares (essential and others). Nothing extra, on any account, shall be borne by the institute

(Signature of Authorised Signatory)

With rubber stamp of the firm

FORMAT OF BID SECURITY DECLARATION

(On Bidders Letter head)

I / We, the authorized signatory of M/s....., participating in the subject tender No. ..... for the item / job of ....., do hereby declare:

(i)That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of All India Institute of Medical Sciences, Bathinda for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder
Name of Authorized Signatory .....
Company Name .....