

All India Institute of Medical Sciences, Bathinda (Punjab)

Mandi Dabwali Road,
Bathinda, Punjab-151001



Re-tender for kits and consumables for fully automated Chemistry Analyzer for the Biochemistry Department

Ref. No.	:	AIIMS/BT/Tender/147
Publishing Date	:	06/05/2026, Time: 06:00 PM
Pre-Bid Meeting	:	12/05/2026, Time: 12:00 PM
Bid Submission Start Date	:	06/05/2026, Time: 06:00 PM
Last Date of Bid Submission :		29/05/2026, Time: 12:00 PM
Bid Opening	:	30/05/2026, Time: 12:00 PM

Tender documents may be downloaded from institute's web site www.aiimsbathinda.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

Email: procurement@aiimsbathinda.in


TENDER NOTICE


Procurement of Tender for kits and consumables for fully automated Chemistry Analyzer for the Biochemistry Department at AIIMS, Bathinda, Mandi Dabwali Road, Bathinda, Punjab-151001

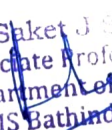
1. E-tenders in Two Bids (Technical & Financial) are invited on behalf of the Executive Director, All India Institute of Medical Sciences, Bathinda from interested and eligible manufacturer or their authorized distributors/dealers, for providing Tender for **kits and consumables for Fully automated Chemistry Analyzer (ERBA XL 1000)** for Biochemistry Department at AIIMS Bathinda for a period of two years further extendable up to 01 years.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0120-4001 002.
4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Hard Copy of Bid security declaration tender fee and documents for technical bid etc. must be delivered to AIIMS, Bathinda on or before last date/time of Bid Submission as mentioned above. The bid with financial bid will be summarily rejected.
7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.


The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. Any future clarification and/or corrigendum(s) shall be communicated through <https://eprocure.gov.in/eprocure/app> or through our website: www.aiimsbathinda.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.
9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.
10. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filled up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.


Dr. Monica Kakkar
Additional Professor
Department of Biochemistry
AIIMS Bathinda


Dr. Rajani
Associate Professor
Department of Biochemistry
AIIMS Bathinda


Dr. Saket J. Sinha
Associate Professor
Department of Biochemistry
AIIMS Bathinda


Dr. Shilpa Jain
Professor
Department of Biochemistry
Central Clinical Laboratory
AIIMS Bathinda


Professor Gitanjali
Department of Biochemistry
AIIMS Bathinda

11. **Bid Security:** - (i) The bidder shall pay the respective amount of Bid security (EMD) of Rs.8,05,620.00/- through SBI Collect Payment Gateway link on AIIMS Bathinda official website www.aiimsbathinda.edu.in or through this link <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=2322756>.

- a) The Public Sector Undertaking of the Central/State Govt./MSEs/MSME/Registered with Central Purchase Organization are exempted from furnishing Earnest Money along with tender, subject to submission of its valid proof.
- b) The firms Registered with DGS & D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
- c) (ii) Earnest Money deposited with AIIMS, Bathinda in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.

12. Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition blacklisted for participating in future tenders by AIIMS Bathinda.

13. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender in his favour and also required to furnish the **Security Deposit equals to 3% of the contract value** in the form of FD/BG/TD/CD for **60 days extra of the contract period** from any Nationalized/Schedule bank duly pledged in favour of "Executive Director AIIMS Bathinda" & payable at Bathinda only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above after its validation for the required period. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 21 (twenty-one) days after the issue of **Letter of Award** of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Bathinda.

Dr. Gitanjali
Professor & Head
Department of Biochemistry
AIIMS Bathinda

14. Those bidders who fail to submit mandatory/statutory documents asked will be summarily rejected, and no correspondence will be entertained in this regard once rejected

15. Sample and demonstration of material to be provided within 7 days of the Last Date of Bid Submission at AIIMS BATHINDA.

16. The needful action will be taken if the successful bidder fails to supply the goods/equipment in the stipulated time or fails to comply with any of the terms & conditions of the contract or fails to sign the contract.

Dr. Saket J Sinha
Associate Professor
Department of Biochemistry
AIIMS Bathinda

17. The bid shall be valid and open for acceptance by the competent authority of AIIMS Bathinda for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.

Dr. Rajani
Associate Professor
Department of Biochemistry
AIIMS Bathinda

18. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

Dr. Monica Kakkar
Additional Professor
Department of Biochemistry
AIIMS Bathinda

19. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.

Dr. Shilpa Jain
Professor
Department of Biochemistry
Central Clinical Laboratory
AIIMS Bathinda

20. The competent authority of AIIMS, Bathinda reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting**. AIIMS, Bathinda also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the

conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

21. Tender must be submitted on the prescribed Tender Form; otherwise, the tender will be cancelled straightaway.
22. The tender form is not transferable.
23. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.
24. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.
25. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged in addition to the cost of re- tender. The supplier is required to provide the demonstration of consumables at AIIMS premises to the AIIMS representatives for its evaluation as per the specification & desired functionality standard.
26. It must be mentioned clearly whether bidder is a manufacturer/sole distributor/ sole agent for the items for which he is quoting.

- a. **Manufacturer** must add a certificate that item(s) is manufactured by them as per range of products.
- b. **Sole Manufacturers** must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private organization and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.

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Dr. Saket J Sinha
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Authorized agents must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals signed by a competent person and comes in proforma given in attach must duly supported by a notarized affidavit on Indian Non-Judicial Stamp Paper of Rs.100/- (Rupees One Hundred only) that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.

27. In case the bidder on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bathinda) may recover from the tender the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the order goods the supply order may be cancelled and action will be taken as per bid security declaration.

28. The bidders should have furnished a copy of GST registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.

29. **Turnover provisions:** - (i) The tenderers should submit along with the tender, a photo state copy of the last three years Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared **disqualified** in technical evaluation.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (As the payment is made through LC directly to foreign manufacturer and equipment

payment does not exist in the book of account of the supplier) in support to its turnover whatever amount

Dr. Monica Kakkai
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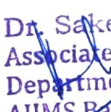
Dr. Shilpa Jain
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- is getting short.
30. **Sample/demonstration:** - In case the item requires prior submission of a sample/ performing a demonstration, the tenderer will have to submit a sample/perform a demonstration of the equipment/item to the competent authority of the institute; the bidder will have to bear all the expenses for the same. Non-submission of the sample/non-performance of the demonstration will disqualify the bidder in the technical bidding process, and the financial bid of the bidder will not be opened.
31. The tenderer hereby guarantees that the consumable supplied to the Institute (purchaser) under the Contract shall be of the best quality/latest version and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender Document. The kits/consumables at the time of receiving should have a minimum of 6 months' shelf life (expiry). The tenderer will have further guarantees that the said equipment/consumable would continue to conform to the description and quality aforesaid for a period of five (5) years guarantee period (as per MoH & FW guidelines), from the date of installation of the said equipment/consumable to the purchaser and notwithstanding the fact that the Purchaser (Inspector) may have inspected and /or approved the said equipment, if during the aforesaid period of five years the said equipment/consumable be discovered not to conform to the description and quality as required as per specification or not giving satisfactory performance or have deteriorated, the decision of the Purchaser in that behalf shall be final and binding on the tenderer and the Purchaser shall be entitled to call upon the tenderer to rectify/replace the equipment/consumable or such portion there of as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the tenderer and in such an event, the above mentioned warranty period shall apply to the equipment/consumable replaced from the date of replacement thereof. In case of failure of the tenderer to rectify or replace the equipment/consumable, within specified time, the purchaser shall be entitled to recover the cost with all expenses from the tenderer for such defective equipment.
32. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which, the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original, failing which, tender may be disqualified.
33. **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.
34. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.
35. In case the vendor fails to supply the parts or fails to provide the agreed maintenance during the prescribed period, as per the terms of contract, the purchaser is automatically entitled to procure the required parts and hire services from the market at the risk and cost of the vendor, such inability of bidder will entail forfeiture the security deposit. The purchaser also reserves the right to terminate the contract on immediate notice, if the vendor fails to comply with this clause for more than one instance.


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AIIMS Bathinda


Dr. Gitanjali
Professor & Head
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36. **Liquidated damage/demerge:** - The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited. The supply of equipment must be in single consignment, inclusive of all parts & accessories in adherence to the specification so as to make the equipment fully functional at the time of the installation. No installation repeat shall be signed in case of absence of any part as per the specification.
37. **Legal Jurisdiction:** -The Courts at Bathinda alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

38. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
39. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bathinda/Chandigarh, Punjab India only.
40. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Bathinda and his decision shall be final and binding upon both the parties.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

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

Dr. Saket J Sinha
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Department of Biochemistry
AIIMS Bathinda

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Professor
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Central Clinical Laboratory
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AIIMS Bathinda

Dr. Monica Kakkar
Additional Professor
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AIIMS Bathinda

Dr. Gitanjali
Professor & Head
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(B) Financial terms and conditions

1. Rates are strictly required to be offered/quoted on the prescribed "Financial Bid format". Financial bid submitted without prescribed format may not be considered and will be deemed improper subject to the condition that there is a requirement to mention other item which are not mentioned in the said format.
2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Bathinda (Site of Use).
3. The supplier has to submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.100/- that the bidder has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Bathinda. If such affidavit is not submitted, tender will be out rightly rejected. *(Part of technical bid)*
4. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.
5. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.
6. Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Bathinda.
7. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
8. **Tender Currencies:** The bidders are required to quote in Indian Rupees only.
9. **GST:** - If a bidder asks for GST to be paid extra, the rate and nature of tax applicable should be shown separately. The GST will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and is payable as per the terms of the contract.
10. **Payment terms:** - The payment will be made after satisfactory delivery and inspection of the ordered consumables. Advance payment shall not be made under any circumstances. The payment shall be made to the supplier's A/C through NEFT/RTGS mode as per the details provided by the supplier.

NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC

Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

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

Dr. Gitanjali
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Dr. Rajani
Associate Professor
Department of Biochemistry
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Dr. Saket J Sinha
Associate Professor
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TECHNICAL BID
(Documents to be attached in the "Technical Bid")

1. Name & Address of the manufacturer and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile	
2. Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency	
3. Whether the signature on each page has been made by the bidder or not.	
4. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
5. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof.	
6. BID Security Declaration	
7. Please attach copy of last three years of Income Tax Return	
8. Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 1 Crore duly certified by the Chartered Accountant) b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover. d. Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not mandatory)	
9. PAN No. (Please attach copy)	
10. GST Registration Number. (Please attach copy)	
11. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise, your tender will be rejected.	
12. Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)	
13. Please submit a notarized affidavit on Indian Non judicial stamp paper of Rs. 100/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
14. Please declare that proprietor/firm/company has never been black listed/debarred by any organization. An oath certificate to this effect may be enclosed on Rs.100 notarized stamp paper.	
15. Please submit two performance certificate of manufacturer from your two different customers to whom you have supplied such type of consumables in previous 3 years	
16. Details of EMD Submitted	
17. Please provide a notarized affidavit on Indian Non-Judicial stamp paper of Rs. 100/- that you have not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organization or DGS&D rate in last one year. If you don't fulfil these criteria, your tender will be out rightly rejected.	
18. Tender fee Rs. 1180/- should be deposited through SBI Collect Payment Gateway link on AIIMS Bathinda official website www.aiimsbathinda.edu.in or through this link - https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=2322756 . No Tender fee will be accepted offline. An incomplete tender in any respect shall be summarily rejected.	

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Dr. Gitanjali
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AIIMS Bathinda


Undertaking


1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Bathinda in addition to execution of a contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Bathinda immediately after we are informed but in any case, not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.


(Signature of the Bidder)


Name:

Designation with Seal of the Firm:


Dr. Gitanjali
Professor & Head
Department of Biochemistry
AIIMS Bathinda


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MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM
(Clause 11 (c) of other terms and conditions of the tender) To

The Administrative Officer,
All India Institute of Medical Sciences
Bathinda

Dear Sir,


TENDER: _____
we, _____, who are established and reputable manufacturers of
_____, having factories at _____ and _____, hereby authorize
Messrs. _____ (*name and address of agents*) to bid, negotiate and conclude the contract with
you against Tender No. _____ for the above goods manufactured by us.

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

The authorization is valid up to _____


Yours faithfully,


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


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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 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 Authorized Signatory of Bidder
Name of Authorized Signatory
Company Name

[Signature]
Dr. Saket J Sinha
Associate Professor
Department of Biochemistry
AIIMS Bathinda

[Signature]
Dr. Rajani
Associate Professor
Department of Biochemistry
AIIMS Bathinda

[Signature]
Dr. Gitanjali
Professor & Head
Department of Biochemistry
AIIMS Bathinda

[Signature]
Dr. Shilpa Jain
Professor
Department of Biochemistry
Central Clinical Laboratory
AIIMS Bathinda

[Signature]
Dr. Monica Kakkar
Additional Professor
Department of Biochemistry
AIIMS Bathinda

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CMC SECURITY

To

Executive Director
All India Institute of Medical Sciences
Bathinda,
Mandi Dabwali Road,
Bathinda (Punjab)-249201

WHEREAS _____ (Name and address of the supplier) (Here in after called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (here in after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 65 months from the date of satisfactory installation of the equipment i.e. up to ----- (indicate date).

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Dr. Gitanjali
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Dr. Monica Kakkar
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.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer
.....
.....

Seal, name & address of the Bank and address of the Branch

Dr. Saket
Associate Professor
Department of Biochemistry
AIIMS Bathinda

Dr. Rajani
Associate Professor
Department of Biochemistry
AIIMS Bathinda

Instruction for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.


More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION


- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

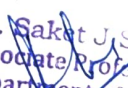
- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.


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PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Please note the Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No.: formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the Bid Security Declaration as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

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- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- On the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid Tender No.:
.....
summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002



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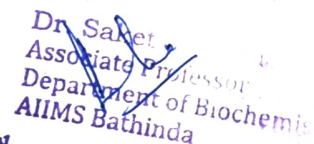
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S.No	Parameter	REAGENTS FOR FULLY AUTOMATED CHEMISTRY ANALYZER(BA XL-1000)				Approx. No. of Tests per Year	Preferred Pack size (no. of tests per pack)
		Method	Specifications				
			Sensitivity(μg)	Linearity	CV (%)		
1	ADA	Non-Gustl and Galanti method	5 U/L	200 U/L	5%	2000	1 X 10/1 X 20 ml (80-100 tests)
2	Albumin	Bromocresol green (BCG)	0.02 g/dl	8 g/dl	2.50%	80000	10 X 44 ml (1300-1800 tests)
3	Alkaline Phosphatase	PNPP, AMP buffer	5 IU/L	1000 U/L	7.50%	80000	2 X 44/2 X 11 ml (400-500 tests)
4	ALT/SGPT	IFCC without PLP	5 IU/L	750 U/L	5%	80000	6 X 44/3 X 22 ml (1200-1400 tests)
5	Amylase	CNP-triose/CNPG3	5 IU/L	2000 IU/L	5%	2600	4x25/2x12.5/2x2ml (400-500 tests)
6	Apolipoprotein A-1	Immunoturbidimetry method	4 mg/dl	300 mg/dl	3%	600	(40-80 tests)
7	Apolipoprotein B	Immunoturbidimetry method	8 mg/dl	330 mg/dl	3%	600	(40-80 tests)
8	AST/SGOT	IFCC without PLP	5 IU/L	750 U/L	5%	80000	6 X 44/3 X 22 ml (1200-1400 tests)
9	Ammonia	Enzymatic GLDH				3000	20ml
10	ASO	Latex enhanced turbidimetric immunoassay	20 IU/ml	800 IU/ml	4%	200	2 X 44 ml (100-150 tests)
11	Bilirubin-Direct	Diazo	0.05 mg/dl	20 mg/dl	5%	80000	6 X 44/3 X 22 ml (900-1100 tests)
12	Bilirubin-Total	Diazo	0.05 mg/dl	20 mg/dl	5%	80000	6 X 44/3 X 22 ml (900-1100 tests)
13	Calcium (A)	Arsenazo method	1 mg/dl	15 mg/dl	5%	20000	10 X 12 ml (400-500 tests)
14	Cholesterol-Total	CHOD-PAP	4 mg/dl	750 mg/dl	3.00%	17000	10 X 44 ml (1500-1800 tests)
15	Cholinesterase	Enzymatic DGKC method	50 U/L	1000 U/L	5.00%	600	2x 8ml/ 2x 2ml (50 tests)
16	CK NAC (Creatine Kinase Total)	IFCC-NAC activated	1 IU/L	1800 U/L	4%	300	2 X 22ml/1 X 5.5 ml (400-500 tests)
17							
18	Creatinine	Creatinase-ESPMY	0.2 mg/dl	20 mg/dl	4%	100000	5 X 30.5 X 10ml (500-700 tests)
19	CRP	Quantitative turbidimetric IA	0.5 mg/l	85 mg/l	4%	25000	2 X 44 ml / R.2, 2 X 11 ml (400-500 tests)
20	Direct LDL-Cholesterol	modified P/S/ PVGE and selected	5 mg/dl	250 mg/dl	3%	3000	2x30/ 2x10 ml (200-300 tests)
21	GGT	IFCC method	2 U/L	100 U/L	3%	2400	4 X 5 ml (400-500 tests)
22	Glucose	Hexokinase	1 mg/dl	500 mg/dl	2.50%	35000	10 X 44 ml (1500-1800 tests)
23	HDL-Cholesterol	GOD-POD method	1 mg/dl	500 mg/dl	2.50%	17000	10 X 44 ml (1500-1800 tests)
24	HDL-Cholesterol	Accelerator Selective Detergent	2 mg/dl	150 mg/dl	2.50%	17000	4x30 ml- 4x10 ml (400-500 tests)
25	Homocysteine	Enzymatic Method based on SAM and NADH				1800	
26	HS-CRP	Particle Enhanced Immunoturbidimetry	0.5 mg/l	140 mg/l	4%	100	1 X 10/2 X 25 ml (150-200 tests)
27	LDH (Lactate Dehydrogenase)	Pyruvate to Lactate, NADH depletion	50 U/L	1200 U/L	4%	3000	2 X 44 ml (400-500 tests)
28	Lipase	Kinetic colorimetry	90 U/L	300 U/L	4%	2000	4x25/2x12.5/2x2ml (200-300 tests)
29	Lipoprotein (a)	Immunoturbidimetry method	2 mg/dl	80 mg/dl	5%	1200	(200-300 tests)
30	Magnesium	Xylyllyl Blue	2 mg/dl	5.5 mg/dl	5%	6500	1 X 5 ml (300-400 tests)
31	Phosphorus	Ammonium Molybdate	0.05 mg/dl	20 mg/dl	5%	11000	10 X 12 ml (400-500 tests)
32	RF	Quantitative Turbidimetric IA	6 IU/ml	180 IU/ml	6%	3420	1 X 20/1 X 10 ml (100-150 tests)
33	Total Protein	Buret	0.5 g/dl	15 gm / dl	2.50%	83000	10 X 44 ml (1500-1800 tests)
34	Triglycerides	Glycerol Phosphate oxidase	1 mg/dl	800 mg/dl	7.50%	17000	5X44ml/5X11ml (1000-1200 tests)
35	UIBC (Unsaturated Iron Binding Capacity)	Ferrozine	15 ug/dl	800 ug/dl	5%	240	2 X 22 ml /1 X 11 ml (400-600 tests)
36	Urea	Urease-GLDH	2 mg/dl	350 mg/dl	2.50%	100000	5 X 44/5 X 11ml (700-900 tests)
37	Uric Acid	Uricase-POD	0.5 mg/dl	25 mg/dl	4%	6000	5 X 44/5 X 11ml (200-300 tests)
38	protein	End Point method	1 mg/l	400 mg/l	3%	6000	2 X 44 ml /2 X 11 ml (50-80 tests)
39	protein	Pyrogalloil Red method	10 mg/dl	300 mg/dl	5%	6000	1 X 10ml/5 X 25 ml (100-150 tests)
40	Iron	Ferrozine	10 ug/dl	850 ug/dl	4%	6000	2 X 22 ml /1 X 11 ml (400-600 tests)
41	Copper	PAESA Chromogenic Agent	7 umol/l	80 umol/l			
42	Zinc	Colorimetric					

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S.No	Name of Product	Use	Pack size
1	ISE module reagent pack fo Na+, K+ & Cl+	To run serum electrolytes in chemistry analyser XL-1000	Cal A 520ml/ Cal B 190 ml (Total 710 ml) (1200-1400 tests)
2	ISE Diluent for Urine (Urine electrolytes)	To run urine electrolytes in chemistry analyser XL-1000	500 ml (900 - 1100 tests)
3	AC/AL Wash	Maintenance of chemistry analyzer XL-1000	
4	Erba Auto wash	Maintenance of chemistry analyzer XL-1000	5 X 44/5 X 44 ml
5	ISE Cleaning sol	Maintenance of chemistry analyzer XL-1000	10 X 100 ml
6	PM kit for DI Plant	Maintenance of chemistry analyzer XL-1000	6 X 15 ml
7	ERBA XL Multical	Lypholysed Stable Material. Multi-Calibrators for Multiassay Chemistries. Long Expiry Date. Minimum Stability after reconstitution = 7 days at 2-8°C and 30 days at -20°C is necessary. Material should enable ensure complete Quality Control and Validation activities in Lab. Traceability Certifications to NIST / CRM / SRM is essential. Compatible with ERBA XL-1000 & Alinity	4X3ml



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CONSUMABLES FOR ERBA XL-1000				
S.No	Parameter	Specifications	Preferred Pack size (no. of tests per pack)	Terms and Conditions
1	MULTI ASSAY HUMAN SERA BASED CHEMISTRY CALIBRATORS (Normal level)	Lypheolized Stable Material. Multi-Calibrators for Multiasay Chemistries. Must have about 60 Parameters. Long Expiry Date. Minimum Stability after reconstitution - 7 days at 2-8°C and 30 days at -20°C is necessary. Material should enable entire complete Quality Control and Validation activities in Lab. Traceability Certifications to NIST / CRM / SRM is essential. Compatible with ERBA XL 1000 & Alinity Auto analyzers. About 5 ml Packs. Cold Chain to be maintained.	20x5 ml packs	Vendor must provide Application Sheets / MSDS and Protocol for use of material. Temperature, Instrument and Method Specific Data, Values for all tests in User Menu. Manufacturer must have all quality certifications ISO 13485 + CE mark + US FDA. Attach complete Kit Literature.
2	MULTI ASSAY HUMAN SERA BASED CHEMISTRY CALIBRATORS (Higher level)	Lypheolized Stable Material. Multi-Calibrators for Multiasay Chemistries. Must have about 60 Parameters. Long Expiry Date. Minimum Stability after reconstitution - 7 days at 2-8°C and 30 days at -20°C is necessary. Material should enable entire complete Quality Control and Validation activities in Lab. Traceability Certifications to NIST / CRM / SRM is essential. Compatible with ERBA XL 1000 & Alinity Auto analyzers. About 5 ml Packs. Cold Chain to be maintained.	20x5 ml packs	Vendor must provide Application Sheets / MSDS and Protocol for use of material. Temperature, Instrument and Method Specific Data, Values for all tests in User Menu. Manufacturer must have all quality certifications ISO 13485 + CE mark + US FDA. Attach complete Kit Literature.
3	MULTIPLE SPECIFIC PROTEIN CALIBRATORS (min. 5 levels including ASO, CRP, RF, Ferritin)	Liquid ready to use pack. 100% Human Serum. Long Expiry Date. Stable for 30 days at 2-8°C is necessary. Material should enable complete Quality Control and Validation activities in Lab. Traceability Certifications to NIST / CRM / SRM is essential. Compatible with ERBA XL 1000 & Alinity Auto analyzers. Cold Chain to be maintained.	1-2 ml each	Vendor must provide Application Sheets / MSDS and Protocol for use of material. Temperature, Instrument and Method Specific Data, Values for all tests in User Menu. Manufacturer must have all quality certifications ISO 13485 + CE mark + US FDA. Attach complete Kit Literature.
4	ADA CALIBRATOR	Liquid ready to use pack. 100% Human Serum. Long Expiry Date. Stable for 30 days at 2-8°C is necessary. Material should enable complete Quality Control and Validation activities in Lab. Traceability Certifications to NIST / CRM / SRM is essential. Compatible with ERBA XL 1000 & Alinity Auto analyzers. Cold Chain to be maintained.	1-2 ml each	Vendor must provide Application Sheets / MSDS and Protocol for use of material. Temperature, Instrument and Method Specific Data, Values for all tests in User Menu. Manufacturer must have all quality certifications ISO 13485 + CE mark + US FDA. Attach complete Kit Literature.
5	HDL and LDL CALIBRATOR	Liquid ready to use pack. 100% Human Serum. Long Expiry Date. Stable for 30 days at 2-8°C is necessary. Material should enable complete Quality Control and Validation activities in Lab. Traceability Certifications to NIST / CRM / SRM is essential. Compatible with ERBA XL 1000 & Alinity Auto analyzers. Cold Chain to be maintained.	1-2 ml each	Vendor must provide Application Sheets / MSDS and Protocol for use of material. Temperature, Instrument and Method Specific Data, Values for all tests in User Menu. Manufacturer must have all quality certifications ISO 13485 + CE mark + US FDA. Attach complete Kit Literature.
6	MAI CALIBRATOR (having 4 levels)	Liquid ready to use pack. 100% Human Serum. Long Expiry Date. Stable for 30 days at 2-8°C is necessary. Material should enable complete Quality Control and Validation activities in Lab. Traceability Certifications to NIST / CRM / SRM is essential. Compatible with ERBA XL 1000 & Alinity Auto analyzers. Cold Chain to be maintained.	1-2 ml each	Vendor must provide Application Sheets / MSDS and Protocol for use of material. Temperature, Instrument and Method Specific Data, Values for all tests in User Menu. Manufacturer must have all quality certifications ISO 13485 + CE mark + US FDA. Attach complete Kit Literature.
7	APOLIPOPROTEIN CALIBRATOR (Apo A-1 and Apo B)	Liquid ready to use pack. 100% Human Serum. Long Expiry Date. Stable for 30 days at 2-8°C is necessary. Material should enable complete Quality Control and Validation activities in Lab. Traceability Certifications to NIST / CRM / SRM is essential. Compatible with ERBA XL 1000 & Alinity Auto analyzers. Cold Chain to be maintained.	1-2 ml each	Vendor must provide Application Sheets / MSDS and Protocol for use of material. Temperature, Instrument and Method Specific Data, Values for all tests in User Menu. Manufacturer must have all quality certifications ISO 13485 + CE mark + US FDA. Attach complete Kit Literature.

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TERMS & CONDITIONS OF BIOCHEMISTRY ITEMS

Sr.No	Specification for Biochemistry ready made kits for various analytes
1	Attach Commercial insert (literature) and MSDS of the brand to be supplied. Attached literature shell be considered authentic for verification of specifications. Alternatively indicate web location of manufacturer's site where such details are available or provide same in electronic format.
2	If asked, tenderer must show sealed commercially supplied reagent for verification of specifications.
3	If asked, tenderer must provide, free of charge, sealed commercially supplied reagent for verifying performance.
4	Attach currently valid ISO 13485 certificate for the place of manufacture of brand to be supplied.
5	Literature must specify composition of reagents sufficient to check its conformance to accepted scientific literature.
6	Expiry of reagents at 2-8 °C must be ≥ 6 months from date of receipt. For QC and calibrator expiry must be > 1 year on date of receipt
7	Pack size and brand for which price is quoted in commercial bid must be unambiguously mentioned in the technical bid.
8	Brand name and packsize quoted must be mentioned in kit literature.
9	Summary of results of method validation must be available in literature/manufacturer's web site and must meet international criteria for satisfactory performance.
10	Detailed method validation and lot verification data must be supplied during technical scrutiny and periodically thereafter during use, as demanded by the users. Details of such data may be in conformance to requirements of ISO 15189:2012 and NABL:112
11	Data on common interferences must be mentioned in the kit literature in sufficient details to prevent need for local validation of method.
12	While supplying the kit, required cold chain must be observed. Temperature of kit supplied will be measured at receipt and if it is not as suggested by the manufacturer, the supply will be rejected.
13	For a given order for supply, all packs of a particular reagents must be of the same lot.
14	Price per kit is asked where per ml pricing is not comparable. Price per test will be calculated and compared from the data available in kit literature.
15	The kit literature should have sufficient information as required by ISO 15189:2022
16	Calibrator Literature must show that, wherever applicable,
17	Calibrator literature must certify that it is made from human blood free from common infectious agents with calibration values that are traceable to accepted international primary reference materials.
18	Calibrator must be in lyophilised form with single vial ≤ 5 ml size on reconstitution. Or it may be in frozen liquid form of ≤ 5 ml.
20	Calibrator must fall in to appropriate range/ clinical decision interval (e.g Normal /Abnormal) so as to enable adequate points on calibration curve.

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PRE-CONTRACT INTEGRITY PACT

1. General :-

This pre bid pre contract Agreement (hereinafter called the Integrity pact) is made on day of the(Month & Year) between , The Executive Director & CEO , acting through Shri , designation of officer, AIIMS Bathinda (hereinafter called the "BUYER" , which expression shall mean and include , unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/S represented by Shri _____, (hereinafter called the "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the Bidder/Seller is willing to offer/has offered the stores and WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a autonomous institute under MoH& FW, GOI.

Objective:

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the BUYER

- 2.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 2.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 2.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
3. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal

proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 4.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 4.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 4.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 4.11. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or

alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

- 4.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 4.13. The BIDDER signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 4.14. In case of sub-contracting, the BIDDER shall take the responsibility of the adoption of IP by the sub- contractor.

5. Previous Transgression

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - 6.1.1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 6.1.2. The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeit-ed either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - 6.1.5. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - 6.1.6. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - 6.1.7. To debar the BIDDER from participating in future bidding processes of the AIIMS, Bathinda for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - 6.1.8. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- 6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 11.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

- 7.1. The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission as per the details below presently:-

(a) Jitendra Sharma IFS (retd),
Independent External Monitor
AIIMS Bathinda
Phone 9650273274
Email: sharmaj7@gmail.com

(b) Lalatendu Mohanti IPS (retd)
IEM , AIIMS Bathinda
Mob: 9717095659
Email: l.mohanti@gmail.com

- 7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Procurement such meetings could have an impact on the contractual

relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the Executive Director, AIIMS, Bathinda, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. The bidder shall not sublet or engage any sub-contractor or transfer the contract to any other service provider under any circumstances.

12. Validity

12.1. This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3. The Parties hereby sign this Integrity Pact as part of the contract aton.....and parties concerned are bound by it provisions

AIIMS Bathinda

Witness

1.....

2.....

Bidder

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS Bathinda in regard to involvement of Indian agents of foreign suppliers.