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Address	AIIMS Mangalagiri	
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Created By	Joy Ghoshal	
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अखिलभारतीयआयुर्विज्ञानसंस्थान, मंगलगिरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

Guntur, Andhra Pradesh – 522503

A CAB under Ministry of Health & family Welfare, Government of India

Tender No. AIIMS/MG/Proc/tender/2023-24/CLIA

<u>Notice Inviting Tender "Supply of Equipment and Consumables</u> <u>for Chemiluminescence Immunoassay Analyzer (CLIA) on a</u> <u>reagent rental basis at AIIMS, Mangalagiri"</u>

Critical Data Sheet				
Mode of Tender	E- Tender			
Type of Bid	Two Cover Bid			
Tender Publishing Date	24 / 06 / 2024 6.00 PM			
Pre- Bid meeting	-			
Pre Bid Meeting Address	-			
Last date and time for submission of Tender	15 / 07 / 2024 6.00 PM			
Date and time for opening of tender	16 / 07 / 2024 6.00 PM			
EMD	Rs. 70,000/-			
Performance Security Deposit	3% of total contract value			
	Two years from the date of work order and			
Period of Contract	may be extendable further one year with the			
	same terms and conditions			
Validity of Bid	180 days after Bid Opening			
For viewing, quoting the detailed NIT	http://aiimsmangalagiri.edu.in			
bidders may also visit our website	https://eprocure.gov.in/eprocure/app			
	O/o F I/C (Procurement), AIIMS Mangalagiri,			
For Communication	Guntur, Andhra Pradesh 522503			
	procurement@aiimsmangalagiri.edu.in			

Disclaimer: This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All-India Institute of Medical Sciences, Mangalagiri with the vendor/ bidder.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) MANGALAGIRI

Guntur (Andhra Pradesh), 522503 (India) Website: <u>https://www.aiimsmangalagiri.edu.in/</u> Tendering Portal: <u>www.eprocure.gov.in</u>,

Tender Notice

Tender No. AIIMS/MG/Proc/tender/2023-24/CLIA

Public Tender

The Director, AIIMS Mangalagiri invites E-Tender in Two Bid System (i.e., Technical and Financial Bid) from reputed, experienced original Manufacturer/authorized distributors of the Supply of Equipment and Consumables for Chemiluminescence Immunoassay Analyzer (CLIA) on a reagent rental basis at AIIMS, Mangalagiri" through on-line e-procurement portal<u>www.eprocure.gov.in</u>

Bidders can download complete set of bidding document from e-procurement platform www.eprocure.gov.in

The Tender notice and Tender documents are also available in our website: www.aiimsmangalagiri.edu.in,

Bidders have to submit the bids online by uploading all the required documents through <u>www.eprocure.gov.in</u> Bids for this tender will be accepted through online mode only.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Mangalagiri will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Director, AIIMS Mangalagiri reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Manual bids and conditional bids will not be accepted under any circumstances and will

be out rightly rejected.

F I/C (Procurement), For Director, AIIMS Mangalagiri

DOCUMENTS COMPRISING THE ONLINE BID:

The bids submitted to online by the bidder shall comprise of (A) Technical Bid and (B) Financial Bid:

A Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

1. Valid registration certificate of the firm of the Govt. / State Govt.

2. Duly filled format of Technical Bid as per annexure.

3. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm /agency etc.

4. Manufacturer Authorization Certificate from the principal must be attached by Local Authorized Dealer.

5. PAN number with document

6. GST with document

7. The bidder shall be a Manufacturer / Distributers / Suppliers / Agents.

B. (i) Financial Status: - The annual turnover from similar jobs, of the firm should not be less than \mathbf{E} .1.4 crores/- average in each of the last three consecutive years. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be enclosed.

1. Copy of Income Tax Return Acknowledgement for last Three years FY- 2021-2022, 2022-2023 & 2023-2024

2. Copy of PAN Card

3. GST registration certificate.

4. Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.

5. The bidder must have experience of execution of similar work in Govt. Institutes/AIIMS Delhi/other AIIMS/SGPGI/KGMC/JIPMER/PSUs/Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.

6. The bidder must submit a Notarized affidavit on Rs.100/-non judicial stamp paper stating that-

- a) The firm has never been debarred/ Blacklisted/ prosecuted by Central Govt. or any State Govt. departments for breach of agreement.
- b) We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.
- c) We will ensure supply of spare parts for smooth functioning of the specified equipment for 2 years from date of installation.

7. Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant. The bidder should be having FDA/CE/BIS or similar quality certification for

the products offered.

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

Firm/company who has withdrawn after participating in any of the previous Rate contracts of All India Institute of Medical Sciences – Mangalagiri are not eligible to participate in this Rate contract.

PRICE BID

Price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/ Commercial bid format is provided as BOQ.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BOQ.xls as it is quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered /modified in any manner, tender will be completely rejected.

<u>Schedule of Requirement of Fully Automated Immunoassay Analyser on</u> <u>Reagent Rental Basis</u>

General Features & Parameters

• Fully Automated immunodiagnostic system shall be based on chemiluminescence technology, walkaway, high throughput system for diagnosis of infectious diseases and with latest acceptable Technology and reagents should be acceptable by DCGI/FDA.

• The instrument should have the facility of performing following CDSCO/NIB approved tests - (i) Test for antibodies to HIV 1 and 2 preferably including P24 Ag/Ab (ii) Anti HCV (iii) HBsAg (iv) Syphilis (not Mandatory)

• The Instrument should be bench top / floor model with castor wheels with locking facility, Chemiluminescence machine based with facility of continuous loading of samples.

• The instrument should have in built barcode identification of sample and should have capacity of bidirectional communication with LIS.

• Firm should supply compatible UPS with minimum one hour backup along with the equipment without any extra cost. It shall meet IEC60601-1-2 (Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.

• Equipment should be European CE or US-FDA/BIS/ISO certified and NIB certified.

• Turnkey works: Any Civil, Electrical, HVAC and reagent water related modifications, (if required) for installation of any of the offered item would be the responsibility of the bidder. The bidders are required to visit the site and conduct a detailed assessment with regard to any Civil, Electrical & HVAC changes required in Blood Bank area as per tender requirements.

• The instrument should provide comprehensive process check that performs, monitors and verifies each step throughput sample and assay processing.

Sample handling

• The instrument should have throughput of around 50-80 tests/hour

• The instrument should be capable of loading samples in batches at a time with customized on-site priority positions; and continuous access for reagent and samples should be possible during run.

- Original literature of equipment (including validation and accreditation) and consumables should be submitted.
- It should have continuous loading capacity of samples in batches. There should be facility to run single samples also at times needed.
- It should have barcode reader to read multiple barcode types.
- It should have a capability to do the assay in continuous, random, batch & stat mode.
- System should have on board dilution facility.
- It should have the capacity to accept various types of sample container like primary, secondary tubes and micro sample cups for sampling purposes.
- It should have access to the samples during operations.

• It should have the facility for clot detection, bubble detection, check viscosity, sample level and short samples to ensure accuracy preventing erroneous results due to improper samples.

• It should have an ability to do on board dilution for high and abnormal samples.

• It should have the disposable tip sampling system to overcome the carryover and cross contamination probability or should have ultrasonic probe clinging without regular tips.

Reagents Management

• Reagent loading should be possible during running of instrument without bringing it to standby mode.

- The on-board reagent stability should be minimum 2 months.
- It should have continuous random access to load and unload reagents.
- It should have the compact, integrated reagent pack with all components.
- Lowest turnaround time for sample processing and result will be preferred.

• It should have the capability of inbuilt inventory management system by tracking all the reagents and supplies automatically.

Calibration and quality control

• It should have the calibration stability of at least 25-30 days for each parameter to decrease reagents consumption.

- It shall have multiple lot calibration capabilities and calibration curve transition facility.
- It shall have the QC package system to monitor the quality of result obtained.

Data Management

• It should have the self-diagnosis and error recovery system with on board operator guides for efficient trouble shooting purpose.

• It shall be compatible to the laboratory information system (LIS) for on data storage facility for reports and should have integration facility of the software with HMIS of AIIMS, Mangalagiri.

- A computer with printer as applicable to print the reports, LJ charts in A4 or A3 paper.
- It shall have online status for worksheet, samples reagents, tips quality controls.
- Waste Management: it shall have the facility to collect both liquid and solid waste.
- Company should provide 100 test reagents for HIV, HBsAg, HCV each including any reagents, cuvettes, wells, tips etc., as may be applicable, free of cost.
- Equipment should be complete to start from day one.
- The system software must have the capability to diagnose the hard ware performance using dedicated software with the provision to log all activities for full traceability.

• The firm should provide the details of after sales and service and application backup.

• Demonstration and onsite training of staff up to their satisfaction by the application experts is an absolute must.

• The firm must have an application specialist and service engineer in the state.

• The firm must quote the cost of complete set of all routine tests including start up and shut down consumption of reagents required by the system.

• A Certificate to be provided to the effect that shut down period of the machine must not exceed for more than 24 hours and backup option in case of equipment break down.

• The equipment and reagents /kits should have European CE-IVD or US-FDA Certification BIS/ISO certified and NIB certification.

• The firm will supply the UPS with one-hour backup system along with system free of cost.

• The equipment should be able to run on the existing electrical provision.

• The firm should provide installation certificate with calibration maintenance for a period of 5 years and warranty period 5 years.

• Financial terms may be mentioned for 5 years CMC so as to continue after completion of warranty.

• A per test quote (inclusive of all consumables) of aHIV, HBsAg, aHCV, Syphilis to be provided with fixed cost for next 5 years and an undertaking to provide supplies at the said cost as per the quote for the next 5 years.

Desired Infectious markers to be analyze by equipment:

- HBsAg
- Hepatitis C antibody (Anti HCV)
- HIV antibody and antigen
- Syphilis (Not Mandatory)

Other Terms & Conditions

1. Vendor shall provide NIB-approved equipment (Chemiluminescence Immunoassay Analyzer) (compatible with NIB-approved test kits and reagents for testing of Blood donors for antibodies to HIV 1 and 2, p24 antigen, HBsAg, anti HCV antibodies) at no cost to AIIMS which includes shipping, transport, installation, comprehensive maintenance inclusive of calibration, controls, spares, troubleshooting, and other running costs. Vendor can take back the equipment, test kits, and reagents unused (if any) after the conclusion of the agreement period.

2. Vendor shall be responsible for the supply of all the reagents, and consumables required for the conduction of HIV, HBsAg, and HCV tests at no cost to AIIMS

3. Vendor shall collect a fixed charge per donor for all 3 tests (NIB-approved test kits and reagents for testing of Blood donors for antibodies to HIV 1, 2, and p24 antigen, HBsAg, anti HCV antibodies) at the end of every month by raising a tax invoice

4. The initial annual utilization is around 2000 donor tests per year and is likely to increase subject to workload and number of admissions.

- if on reagent rental basis for duration of contract

- For duration of contract, if on reagent rental basis 5. The initial duration of the contract is for a period of 2 years and may be extended by one more year as may be decided by the competent authority. Both parties may terminate the contract with 3 months notice period to the other.

6. The vendor shall train the local AIIMS staff after installation regarding performing the above tests and other daily maintenance works that are specific to individual machines; to perform the tests at no additional charge above the per donor test charges that may be quoted.

7. AIIMS shall provide infrastructure, power supply, and network support during the agreement period.

Scope of Work may increase or decrease depending upon workload:

Notwithstanding anything contained above, if any new test/probe/procedure is introduced into existing schedule of tests, rates for new consumables or new requirements for Diagnostic kits and the Reagents, rates chargeable with respect to the same shall be decided with mutual consent of both the parties i.e., the appointed successful bidder and AIIMS, Mangalagiri.

Similarly, if the Institute is in requirement of any additional equipment other than those specified in the schedule of requirement, the same shall be installed by the service provider at its own cost along with supply of reagents and consumables as per the approved rates by the Institute subject to a valid rate justification submitted by the successful bidder of those reagents and consumables.

Subject to the Approval of the Competent Authorities and satisfactory performance of the selected bidder, the outcome of this tender/lab Services can be extended/adopted/implemented to the other laboratories falling under the jurisdiction of the Institute Authorities.

OTHER CONDITIONS

The bidder has to demonstrate of their equipment when ask by the institute within given time period. If bidder fails to demonstrate equipment then the EMD will be forfeited. All goods or material shall be strictly in accordance with the specification as mentioned. The goods supplied, should be original, 'brand new' in original packing and of the best their respective kinds. They shall be free from faulty design, workmanship and materials and also of sufficient uses and capacity with proper materials so as to fulfill all operations and operating conditions in all respects. Defective good, parts or materials shall be handed over to the firm after receipt & inspection of material at site. The AIIMS, Mangalagiri will not bear any charge against this. All the disputes are subjected to Mangalagiri jurisdiction in anticipation of an excellent and prompt service.

WHO CAN PARTICIPATE IN THE TENDER

Chemi-luminescence Immunoassay Analyzer of (Original Equipment Manufacturer) any of Single sole Authorized Dealer by the Principal Equipment Manufacturer) should have sufficient experience in analyzing hormones, vitamins, cancer biomarkers, cardiac biomarkers etc by Chemi-luminescence Immunoassay Analyzer or a better technology in India. The participant shall have ISO certification and be aware of ISO:15189 2012 norms.

SCOPE OF SERVICES

Role and Responsibilities of the Institute and its various wings

- 1) The required ready to use space as per clinical establishment norms for each of the services, including electricity and water connection for running of the services.
- 2) In case ready to use space is not available, the Institute will undertake necessary work to make the space in 'ready to use' condition. The selected bidder will be allowed to make additional painting and refurbishing of the premises if it so desires at its own cost. However, the selected bidder without prior permission in writing from Institute would not carry out any major structural changes or major modifications but shall be entitled to make such minor modifications as may be necessary in its opinion for delivering the standard services, provided, any such modifications are in accordance with the Clinical Establishment Rules.
- 3) All necessary Licenses, registrations and statutory approvals required for operating the Blood bank shall be obtained by the Institute with the assistance and necessary cooperation of the selected bidder.
- 4) The Institute will approve the appropriate software package (Lab Information Management System) to be installed by the selected bidder.
- 5) The Institute shall directly collect the test charges from the patients.
- 6) The Institute shall provide pathologists/specialists for signing and validation of the Blood bank Reports and shall take necessary steps and actions for handling cases under medico legal and bio hazardous waste management.
- 7) Supervision and monitoring of the laboratory operations as the laboratory shall at all times remain under the complete ownership and control of the Institute authorities during the term of this agreement. The Institute authorities shall undertake and assume complete responsibility and liability relating and/or connected to the management, operation, security and administration of the equipment and of the Blood bank Lab.
- 8) The Institute shall provide proper internet connectivity for running the approved Lab Information System (LIS) software.

Role and Responsibilities of the Selected Bidder

- 1. The selected bidder must be responsible for operation of the lab diagnostic services under the exclusive control, jurisdiction and management of the competent authority of the Institute and must undertake to perform all tests/investigation services prescribed for the patients treated in the Institute wherein no payment shall be collected by the selected bidder from the patients.
- 2. The Selected Bidder shall be responsible for deployment of required technical/non-technical and other personnel in accordance with the applicable Clinical Establishment Registration Regulations Act. All the expenses on account of Manpower wherever required (Technical /Non-Technical- to the extent of lab technicians, computer operator and other support staff), furniture, maintenance of premises and the equipment or any other expenses incurred in day to day running of the in-house Blood bank lab must be borne by the selected bidder.
- 3. The Selected Bidder shall supply and install maintenance free equipment as per the requirement detailed in the "Schedule of Requirement" for performing all the testing services along with ensuring uninterrupted supply of necessary reagents/diagnostic kits and consumables to be used in the operations of the supplied equipment.
- 4. The selected bidder shall be responsible to upgrade Blood bank lab equipment from time to time in accordance to the advancement in the technology/sample load requirements on free of cost basis.
- 5. In case, the repair/fault duration is likely to exceed for a longer period during breakdown, the selected bidder shall arrange a standby equipment of the same make & model as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards to the Original equipment. Further, the selected bidder shall arrange to

provide an alternate Equipment of same or similar quality and standards as per the specification from any other Manufacturer/OEM at its own cost in case the Original Manufacturer at the time of Contract, fails to supply the spares or the offered technology becomes obsolete and phased out from the market or in unable supply the Reagents/Consumables to be used in that installed equipment.

- 6. The selected bidder shall be solely responsible to discharge legal obligations/statutory requirements in force from time to time under the applicable labour laws and regulations. Such manpower as deployed by the selected bidder will have no right or claim in employment of any kind from Institute Authorities.
- 7. The selected bidder must comply, abide and adhere to the norms and guidelines of the Institute authorities relating to the structural modification of the space provided by the Institute.
- 8. The Selected Bidder shall ensure that the services would be operational 24x7x365 days in a year irrespective of Sundays or public holidays.
- 9. The selected bidder shall perform all laboratory tests agreed by the authority and enter the test results in the reporting platform within the defined TAT.
- 10. The selected bidder shall be free to take away the movable assets installed by him from the facility whereas the immovable assets of the Project shall be transferred back to Institute at the end of the Contract Period or in case of premature termination for any reason whatsoever.
- 11. The Selected Bidder shall comply with the requirements for adherence to pricing policies and reporting system. The Selected Bidder shall arrange for submission of all prescribed documents relating to operation and performance of the Blood bank lab of each calendar month not later than 5th of the next month.
- 12. The Selected Bidder shall comply with the requirements relating to installation of software packages (Lab Information Systems) for operation and management of the Centre.
- 13. All Allied equipment & accessories viz. Barcode Reader, Refrigerator, AC, R.O. Water Plant, UPS, etc. as may be deemed necessary by bidder shall be provided by selected bidder without any additional cost.
- 14. The Selected Bidder shall be responsible to provide computer hardware and networking at the designated locations including printer, UPS, along with online reporting & SMS Alerts facility.
- 15. The Selected Bidder shall ensure quality control in the laboratories by adopting quality protocols along with assisting the Institute authorities for availing ISO and NABL certification.
- 16. Providing Hands on training to the lab staff of the Institute along with extending full support in teaching, training & research activities to the PG students/faculty of the Institute.
- 17. The selected bidder provided system should support Internal Quality Control (IQA) programme or have External Quality Control (EQA) at no extra cost.
- 18. The selected bidder should ensure that the offered equipment including products & services should be scalable, configurable, capable and upgradable to suit the ever-increasing need and requirement of the concerned facility. The selected bidder shall ensure the efficient maintenance for all the equipment installed with 95% uptime guarantee including all holidays & Sundays. Response time is limited upto 48 hrs from breakdown intimation. The selected bidder shall keep adequate No. of trained service engineers to handle maintenance and repair services.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. Preamble:-

a) **Pre-Bid Meeting:** - The will be pre-bid Tender meeting will be held at _/_/2024 Procurement cell, Admin cum library building, AIIMS Manglagiri. The bidder(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the bidder has understood everything about this tender. Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender

b) Earnest Money Deposit (EMD)

Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME

The earnest money shall be denominated in Indian Rupees or equivalent currencies as below mentioned

The payment shall be made in the form of Insurance security bonds, Account Payee, Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any commercial bank, may be drawn in the favor of "AIIMS Mangalagiri – Receipts" or deposit /transfer to the following Bank Account details (Account no: 38321557910, IFSC- SBIN0061485, A/c Name- AIIMS Mangalagiri – Receipts) or payment online in an acceptable form safeguarding the purchaser's interest in all respects.

The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. <u>As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.</u>

- c) Eligibility of Bidders:- Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist, Technical specifications, etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.
- d) Language of Tender:-The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- e) **Tendering Expenses:-** The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be

responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

- 2. **Tender currencies:** The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).Bids, where prices are quoted in any other way shall be treated as non responsive and will be rejected.
- 3. **Tender Prices:** The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BoQ including the unit prices, applicable taxes and total bid prices of goods and services. It proposes to supply against the requirement. The entire column shown in BoQ should be filled up as required. Cost per item will be considered for Price evaluation.

4. Corrigendum to Tender Documents:

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <u>https://eprocure.gov.in/eprocure/app</u> and website of AIIMS Mangalagiri i.e.<u>www.aiimsmangalagiri.edu.in</u>.

5. Clarification of Tender Documents: -

- a) 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.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.
- 6. Additional information and instruction on duties and Taxes: If the bidder desires to get reimbursement for GST (goods and services tax) should have been mentioned in BOQ. If it is not mentioned in the BOQ no reimbursement will be entertained.
- 7. **Firm Prices:** Prices of reagents and consumables as quoted in the bid should be fixed and will not be subjected to any escalation wherein GST shall be paid extra as applicable and no other charges whatsoever will be paid by the Institute.
- 8. **Important points for quoting prices:** The Bidder should also keep following points in mind during offering his price quotation against this Tender Enquiry:
 - a) No increase in quoted price and change in quality of product will be allowed during the validity of the entire Rate Contract period or any extended Contract Period.
 - b) Bidder will quote firm rates up to F.O.R. to AIIMS Mangalagiri, Andhra Pradesh basis.
 - c) Rates should be according to a unit e.g. cost per unit (as asked in the Schedule of Requirement i.e. Kg/Ltr/Vial/Each/Kit/Item etc. which so ever applicable with clearly mentioning its pack size, preferably as per asked pack size) and not in any other firm. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
 - d) No item should be quoted with price more than the M.R.P. the prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.
- 9. Contract period: AIIMS, Mangalagiri shall enter into a rate contract/MOU for Supply of Equipment and Consumables for Chemiluminescence Immunoassay Analyzer (CLIA) on a reagent rental basis at AIIMS, Mangalagiri" for a period of 02 (two) years which shall be deemed to be extended for another period of 01 (one) years and further, subject to satisfactory performance of the selected Service Provider.

10. Bid validity: -

- a. The bids shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- b. In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be

conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

c. In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

11. Scrutiny and Evaluation of Tenders:-

- a) Bids will be evaluated on basis of terms & conditions already incorporated in Tender document.
- b) Purchaser will examine Bids to determine whether bids are completed or not.
- c) Bids will be scrutinized to determine whether they are complete and meet essential and important requirements, conditions etc. as prescribed in tender document. Bids, which do not meet basic requirements, are liable to be treated as non-responsive and will be rejected.
- 12. Non- responsive tender: -Non submission of the following are some of the important aspects, for which a tender shall be declared non responsive during the evaluation and will be ignored:
 - a) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
 - b) Bid validity is shorter than the required period.
 - c) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions.
 - d) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
 - e) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, comprehensive warranty clause, dispute resolution mechanism, and applicable law.
 - f) Poor/unsatisfactory past performance.
 - g) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
 - h) Bidder has not agreed for the delivery terms and delivery schedule.
- 13. **Discrepancies in Prices:** The Bidder(s) shall quote Rate up-to two decimals only. Bidder(s) to note that only first two decimals shall be considered for evaluation if quotation having more than two decimals.

14. Bidder's capability to perform the contract:

- a) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender, has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the Schedule of Requirements, then, such determination will be made separately for each schedule.
- b) The above-mentioned determinations will inter-alia take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.
- 15. **Contacting the Purchaser:** In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

16. Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders. The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

17. Scrutiny and Evaluation of Tenders:-

- a) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.
- b) The Purchaser will examine the Tenders to determine whether they are complete, devoid of computational errors required sureties furnished, and documents signed&duly stamped.
- c) The Tender/Bid will be opened online at <u>https://eprocure.gov.in/eprocure/app</u> in the O/o Store officer at AIIMS Mangalagiri Premises at designated bid opening.
- d) Financial bids will be opened only for the technically qualified bidders.
- e) In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid. No information of any will be given to individual bidders.
- 18. **Signing of Contract**: The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the comprehensive warranty period and during the Comprehensive Annual Maintenance Contract.
- 19. Award Criteria: The Purchaser will award the contract to the bidder whose bid has been determined to be substantially responsive and who has bided the lowest evaluated bid price.
 - a) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract
 - b) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order. The Director reserves the right to accept or reject any or all tenders without assigning reasons.
- 20. Bidder might be required to demonstrate the system at the discretion of the institute.
- 21. The bidder(s) must be submitting Tender Acceptance Form (Annexure-I) as acceptance of all terms & condition of the tender.
- 22. The Director reserves the right to accept or reject any or all tenders without assigning reasons.
- 23. The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

GENERAL TERMS & CONDITIONS

1. Pre-Qualification Criteria:

- a) Bidder should be the manufacturer/authorized dealer/Distributor/Trader/ Supplier. Letter of Authorization from Manufacturer for the same and specific to the tender should be uploaded in the prescribed place.
- b) An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on regular basis with technology/product updates and extend support for the warranty as well. The scannedcopy of same to be uploaded (if applicable)

2. Performance Security: -

- a) The Successful Contractor will be required to furnish an amount 3% of total purchase value as a performance security in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of "AIIMS, Mangalagiri - Receipts " payable at Mangalagiri within 2 weeks from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. In case of the contract fails to submit the requisite PSD even after 2 weeks from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Security Deposit is mandatory.
- b) The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non observance of any condition of the contract.

- c) Successful supplier/firm should submit performance Security Deposit as prescribed in favour of "AIIMS Mangalagiri Receipts" and to be received in the *office of Faculty Incharge Procurement, Admin cum Library building, AIIMS Mangalagiri, Guntur-522503* before the date of commencement of supply or 2 weeks from the date of acceptance of the purchase order, whichever is earlier. The Performance Security Deposit to be furnished in the form of Bank Guarantee as per given Performa of the tender documents, for an amount covering 3% of the contract value.
- d) Validity of the Performance Security Deposit shall be for a period of 60 days beyond of the warranty period from the date of issue of installation & commissioning
- 3. **Delivery & Installation:** The successful bidder should strictly adhere to the following delivery schedule supply of above instruments should be affected within 3 Week from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise, Liquidation Damages will be imposed as per clause no. 4. Purchase order will be placed as required by consignee.
- 4. **Penalty:** If the suppliers fails to deliver and place any or all the Equipment or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.

5. Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are;

- a) imposition of liquidated damages,
- b) forfeiture of performance security,
- c) termination of the contract,
- d) Blacklisting/debarring of the bidder.
- 6. Training and Demonstration (If required): Suppliers needs to provide adequate training and demonstration at AIIMS Mangalagiri to the nominated person of AIIMS Mangalagiri at their cost. AIIMS Mangalagiri will not bear any training or living expenditure in this regard. The Supplier should arrange for regular weekly visit to the AIIMS, Mangalagiri campus by its technical team and assist in maintenance of the item/equipment within warranty period. Assistance limited to locking companies with manufacturer will not be considered sufficient
- 7. **Right of Acceptance:** AIIMS, Mangalagiri reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or anytender. AIIMS, Mangalagiri also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.

8. Risk Purchase & Recovery of sums due:

- a) Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'non-compliance' or 'breach of contract' and the order in part or full be arranged from alternative source(s) at the discretion of the Competent authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.
- b) The amount will be recovered from any of his subsequent / pending bills or security Deposit.
- c) In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

9. Guarantee/Warranty, CMC, Installation, Service, Maintenance:

- a) The tenderers must quote for price with onsite warranty, CMC, Service, including all accessories and bought out items as mentioned in schedule of requirement. It is applicable from the date of completion of the satisfactory installation as certified by the stipulated committee/HoD of the Concerned Department.
- b) Equipment down time should never be more than a week. The dealer shall provide a standby machine in case the machine downtime due to repairs is expected to be more than 30 days as the patient services should not be affected.

- c) The equipment and all accessories should be installed, tested and commissioned at the department, AIIMS Mangalagiri free of cost.
- d) The supplier must train the technical staff and faculty of the institute, regarding all the operations available on the system.
- e) The Warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected.

In the installation report the model number of instrument and all spares' parts/ accessories numbers should be in the line of purchase order. And suppliers must be written in the warranty declaration that "everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be completed enough to carry out the experiments, as specified in the tender document." If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges (shipping cost both ways). **Installation must be done within stipulated time period from the date of delivery of the item/ equipment as specified in the purchase order**

- 10. **Right to reject:** AIIMS, Mangalagiri reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.
- 11. **Option Clause:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- 12. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Mangalagiri shall have the power to terminate the contract without any prior notice.
- 13. Force Majeure: If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party hall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Mangalagiri party may, at least option to terminate the contract.
- 14. **Breach of Contract/Agreement:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the contract/agreement without assigning any reasons thereof and nothing will be payable by AIIMS, Mangalagiri. In that event the security deposit shall also stand forfeited.

False declaration will be in breach of the code of integrity under rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to Two Years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

15. **Subletting of contract:** The firm shall not assign or sublet the contract or any part of it to any other person or party without having prior permission from AIIMS, Mangalagiri, which will be at liberty to refuse if thinks fit.

16. Payment Terms:

- a) 100% payment after receipt and acceptance of material.
- b) Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
- c) The supplier shall not claim any interest on payments in any circumstance.
- d) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- e) No payment shall be made for rejected Stores. Rejected equipment's must be removed by the supplier within 10 days of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

17. Goods & Services Tax:-

- a) GST rates applicable on your quoted item may please be confirmed.
- b) Please confirm if there any change (Upward/Reduction) in your **Basic Price** structure. And you are also requested to pass the Input Credit as per the following Anti Profiteering Clause of GST. "Upon Implementation of GST. Any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Mangalagiri by way of commensurate reduction in the prices"
- c) HSN Code for each item should be clearly mentioned.
- 18. Fall Clause:
 - a) Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/Central/Public Undertaking during the period of the contract.
 - b) If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central of State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
 - c) If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./Central and Pubic Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

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

19. Use of contract documents and information

a) The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

- b) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
- c) Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.
- 20. Assignment: The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
- 21. Sub Contracts
 - a) The bidder shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.
 - b) Sub contract shall be only for bought out items and sub-assemblies.
 - c) Sub contracts shall also comply with the provisions of "Country of Origin".
- 22. Signing the Contract:- The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) along with performance security within fifteen (15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.
- 23. Corrupt or Fraudulent Practices: It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &
 - b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - c) will be rejected a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - d) Will be declared a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 24. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
- 25. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
- 26. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
- 27. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
- 28. AIIMS Mangalagiri shall not be responsible for any financial loss or other damages or injury to any time or person deployed/supplied by the bidder in the course of the performing the duties to this office in connection with purchase order/supply order for supplying of reagents.

29. Order will be placed as per requirement, irrespective of value of the order.

- 30. Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.
- 31. Supply should be made from the latest batch of production with maximum life period & original packing.
- 32. The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- 33. The purchaser reserves the right to conclude more than one rate contract for the same item.
- 34. The purchaser has the option to renegotiate the price with the rate contract holder.
- 35. The bidder is required to submit compliance sheet, which should reflect details of clause-byclause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.

36. Arbitration / Resolution of disputes:-

- a) In the event of any dispute or difference(s) between the vendee (AIIMS Mangalagiri) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director AIIMS Mangalagiri who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

37. Applicable Law & Jurisdiction of Courts

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Vijayawada/Guntur (Andhra Pradesh, India).

F I/C (Procurement) AIIMS Mangalagiri

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Director, AIIMS Mangalagiri, invites E-Bids in Two Bid System (i.e., Technical and Financial Bid) from eligible Manufacturers / Direct Importers/ Authorized distributors by online mode through E-procurement portal <u>https://eprocure.gov.in/</u> on mutually agreed terms and conditions and satisfactory performance

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

1. <u>REGISTRATION</u>

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<u>https://eprocure.gov.in/</u>)by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) Upon enrollment, the bidders will be required to register their valid Digital Signature

Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify/ nCode /eMudhraetc.), with their profile.

- e) 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 too which may lead to misuse.
- f) 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.

2. <u>SEARCHING FOR TENDER DOCUMENTS</u>

- a) 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, and Other key words etc. to search for a tender published on the CPP Portal.
- b) 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/e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique TenderID assigned to each tender; incase they want to obtain any clarification/ help from the Helpdesk.

3. PREPARATION OF BIDS

- a) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- b) Bidder, inadvance, should get the bid documents ready to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPGformats. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.
- c) 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, auditor certificates etc.) has been provided to the bidders. Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "MySpace" 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.

4. CORRIGENDUM

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <u>https://eprocure.gov.in/eprocure/app</u> and website of AIIMS Mangalagiri.

5. SUBMISSION OF BIDS:

- a) Biddershouldlogintothesitewellinadvanceforbidsubmissionsothattheycanupload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) 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 colored (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 upload it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- d) 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.
- e) All the documentsbeingsubmittedbythebidderswillbeencryptedusingPKIencryption 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.
- f) 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 openers public keys.
- g) The uploaded tender documents become read able only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (i.e., after Clicking "FreezeBid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) 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.

6. <u>ASSISTANCE TO BIDDERS</u>

- a) 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.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general maybe call directed to the 24x7CPP Portal Helpdesk.

Institute website: <u>http://aiimsmangalagiri.edu.in</u> E-Tender Portal: <u>https://eprocure.gov.in/eprocure/app</u> For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4001 005, 0120-6277 787 Email Support: <u>cpp-doe@nic.in</u>, <u>support-eproc@nic.in</u>

Tender queries: procurement@aiimsmangalagiri.edu.in

CHECKLIST

A.: To be filled by bidder and submitted along with Technical Bid.

Sl. No.	Terms &Conditions as per Bidding Document	Attached(Yes/No)	Page No.	Remarks
1.	Status of Bidder: Manufacturer or Authorized Dealer/Indian subsidiary/direct importer			
2.	LegalEntityofthebidder:PublicUndertaking/PublicLtd./PrivateLimited/Partnershipfirm/soleproprietor/trust/society/LLP or any other entityduly registered andrecognized under the Govt. of India			
3.	Certificate of Incorporation / Registration			
4.	Tender Acceptance Letter- Annexure-I			
5.	Manufacturer Authorization Form- Annexure-III			
6.	Power of Attorney in favour of person to sign, submit &negotiate bid- Annexure-V			
7.	Affidavit by the Bidder-Annexure-VII			
8.	Average turnover for last three financial years should be of 1.5 Cr. duly certified by Chartered Accountants Annexure-VIII			
9.	One or more agreement copies and performance report of supply of said equipment of Blood bank/Microbiology/Biochemistry Labs in Govt. Depts. / PSUs and Central Autonomous Bodies.			
10.	Format of Experience Certificate- Annexure-VI			
11.	Documentary evidence to prove that the bidder is in the business of supply of diagnostic reagents, chemicals and consumables from the last 3 (three) financial years.			
12.	Whether rates are quoted as per format mentioned in Bidding Document or not.		_	
13.	Affidavit, to affect that bidder is not supplying quoted reagent(s) to any other Govt. /Pvt. Organizations / Institutions / Hospitals at lower rate than rate quoted against this tender.			
14.	EMD Declaration form.			

15.	PAN, Copies of Audited Balance Sheet with Profit & Loss Statement Income Tax Returns for the last three financial years.	
16.	Copy of GST registration Certificate	
17.	No Deviation Statement - Annexure-IX	
18.	Copy of Valid Drug License under Drugs &Cosmetics Act.	
19.	The Bidder must be ready to provide the Following Operational Support free of cost during the tenure of the Contract:	
a.	Up gradation/standby/alternate equipment as and when required.	
b.	Support for Accreditation of Lab as per requirement of NABL norms.	
с.	Must be ready to supply maintenance free latest state of art technology equipment along with other allied equipment & accessories as per requirement of the bid.	
d.	Must be ready to support in developing/ upgrading lab infrastructure including minor civil and interior works.	
e.	Must be ready to provide LIS support for ensuring Online Reporting and SMS alert facility.	
f.	Must be ready to provide technical/non-technical manpower support.	
g.	Any other ancillary support as may be required to ensure uninterrupted and smooth functioning of the lab operations.	

Note:

1. If above-mentioned details are not mentioned and required documents are not attached at appropriate places, offer of bidder(s) shall be summarily rejected. Hence, bidder(s) are advised to go through bidding document carefully and be prepared with all required documents to avoid rejection of offer.

2. The document should be uploaded in maximum 200 dpi.

PRICE BID FORM

The Director, AIIMS Mangalagiri

To.

2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.

3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

S. no	Description / Tests name	Annual No of test	Per Test Cost in Rs.	GST in Rs.	Per Test Cost including GST in Rs.
1.	HBsAg	2000 tests			
2.	Hepatitis C antibody (Anti – HCV)	2000 tests			
3.	HIV antibody and antigen	2000 tests			

FORMAT FOR QUOTE or OFFER PRICE BIDS

NOTE:

1) The list of tests is purely indicative for the purpose of evaluation and finalization of bids.

- 2) All bidders must quote rate of all tabulated/tendered items/, otherwise price bid of bidder will not be considered for evaluation purpose.
- 3) The rate of each tendered item should be quoted without tax, failing which financial bid will not be considered and liable to be rejected. Taxes would be extra as applicable.
- 4) The reagent price should be included cost of calibrator and control considering control of high, normal/low that will run daily and calibrator will run as per requirement. The bidder has to provide free of cost consumables for maintenance including all type of cleaning solution, preventive maintenance kit (Tubing, Valve, Membrane, Plastic, Glassware etc.). In other words, calibrator & controls/spares & accessories are required in routine or preventive maintenance will be provided free of cost by bidder.
- 5) Only the cost of reagents, consumables and other items mentioned in the BOQ would be borne by the buyer.
- 6) Equipment is to be Technologically upgraded as & when requested by AIIMS Mangalagiri.
- 7) Bidder quoting the lowest cost of all tests/Items in a year i.e. "A" shall be the L1 bidder in evaluation.
- 8) Blood collection and preparation material would be provided.
- 9) Any additional tests/ Investigations proposed may be uploaded separately.

Note: Rates are inclusive of all charges like freight, Unloading, Installation, levies, and duties expect Service Tax. Service Tax shall be paid as per actual, hence it should be shown separately. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

Date

Place

Signature of the Bidder / Authorized signatory Name

Address

Telephone

Seal

Annexure-I

<u>TENDER ACCEPTANCE LETTER</u> (To be given on Company Letter Head)

Date:

To, The Director, AIIMS Mangalagiri

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 tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), technical Specifications 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 has 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. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure – II

PROFILE OF THE ORGANIZATION/COMPANY/FIRM (To be given on Company Letter Head)

Par	ticulars of the Firm/Company/Agency	
1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/proprietary/partnership/	
	public/private/ limited/ if any specify)	
	Type of business	
3.	(Manufacturer/ Authorized Agent/ Consulting company/ if any specify)	
4.	Website	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
Par	ticulars of the firm representative	
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	

Par	Particulars of firm Bank Account				
15.	Name of the account holder / Firm				
16.	Account Number				
17.	Name of the Bank & Branch				
18.	IFSC Code				
19.	MICR code				
20.	Type of account				
21.	Address				
	*Please attach a Cancelled Cheque along with the account information form.				

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized

Date:

Designation Office Seal of the Bidder)

<u>MANUFACTURER'S AUTHORISATION FORM</u> (To be submitted by authorized dealers/representatives/importers)

No.

То

Dated:

Director, All India Institute of Medical Sciences, Mangalagiri – 522503 (Andhra Pradesh, India)

Dear Sir,

Tender No

:

_____(Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.

- 2. No company or firm or individual other than M/s. are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
- 3. We also hereby undertake to provide full guarantee/warrantee /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
- 4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name) For and on behalf of M/s.

Date:

(Name of manufacturers)

Place:

Note: This letter of authority should be submitted on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure - IV

DECLARATION OF LOCAL CONTENT

No			Date:	
То,				
Subject Dec	laration regarding loca	laontant		
•			, GoI, notification no. P-45021/1	02/2019-PP(BF-
			any amendment thereof)	02/2019-11(DL-
(2) Tender no				
(3) Our quotati	on no		dated	
Dear Sir,				
With reference	to the above notification	ons of DPIIT, v	ve hereby declare the following -	-
	manufacturer / we hav ct only one option)	e done value a	ddition to the product quoted vio	le referred quote
2.	We (name)	have	authorized designation	Mr./Ms of our
any amendmen regarding loca correspond wit claimed by us	giving declaration regant thereon. Our compared and content being declar the your department regans on the basis of pro-	rding local con any owns the r ared herewith. arding local co ofit, warehousi	tent w.r.t. the referred DPIIT no responsibility for the signature of Now onward above mentioned intent. We understand that the loo ng, marketing, logistics, freighter sales services, AMC/CAMC e	of above official d signatory will cal content is not t, transportation,
3. The local co	ntent in our referred ite	em's quote is	% as per above notified	cation of DPIIT.
4. We are Class	s (I or II) (bidder to cho	pose either one)	supplier as per DPIIT Notification	ons.
5. Local conter	nt value addition is at p	lace		
breach of the c which the bidd	ode of integrity under	rule 175(1)(i)(i) an be debarred	ntent %age w.r.t. above DPIIT h) of the General Financial Rule for upto two years as per Rule nder law.	s (GFR)2017 for
Thanking you.				
			Yours faithfully	
			Name :	
			Signature	

Date:

Place:

Annexure – V

company seal_____

POWER OF ATTORNEY (On a Stamp Paper of relevant value)

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt...... Undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the ____day of 20__For_____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Annexure – VI

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of payments.

Annexure – VII

AFFIDAVIT

(On Non-Judicial Stamp paper of Rs. 100)

I, ______Son / Daughter / Wife of Shri______resident of ______Proprietor/Director authorized signatory of the agency/Firm (M/s_____), do hereby solemnly affirm and declare as follows:

- 1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
- 2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
- 3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
- 5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the F I/C (Procurement), AIIMS, Mangalagiri immediately after we are informed but, in any case, not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
- 6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

	(Signature of the
	Bidder)
Date:	Name:
Place:	Designation
Seal of the Agency	Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and noting has been concealed therein.

Deponent

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of (bidding firm name), having its registered office at (full address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl.No.	Financial year	Turnover
1.	2021-2022	
2.	2022-2023	
3.	2023-2024	

(2) Average turnover of the firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.-)

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

Deviation Statement Form

The following are the particulars of deviations from the requirements of the tender Specifications.

S. No	Item Code	Description	Specification as per Tender	Deviation	Remarks (including Justification)

Place :

Date :

Signature and seal of the Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No deviations"

Annexure – X

<u>CERTIFICATE OF PRICE JUSTIFICATION</u> [To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given regents to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

ANNEXURE – XI

Bid Security Declaration Form

(To be given on Company Letter Head)

Date:

To,

The Director, All India Institute of Medical Sciences Mangalagiri.

Ref: TENDER no.

Dear Sir,

I/We accept that I/We may be disqualified/debarred from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the NIT; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i. Fail or refuse to execute the contract, if required, or
 - ii. Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

The validity of this declaration will remain till the announcement of the name of the successful Bidder if, I am/we are not the successful Bidder.

Yours faithfully,

Place:....

(Signature of Bidder with seal)

Name of Bidder :

Seal :

Address :