



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) कल्याणी

All India Institute of Medical Sciences (AIIMS) Kalyani

(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिकनिकाय)

(A Statutory Body under the Aegis of Ministry of Health and Family Welfare, GOI)

राष्ट्रीय राजमार्ग - 34, बसन्तपुर, सागूना, कल्याणी, ज़िला - नदिया, पश्चिम बंगाल - 741245

NH-34 Connector, Basantapur, Saguna, Kalyani, District Nadia, West Bengal 741245

NIT ref : 309 /P-12017/1/22-23(E-Tender micro/ET-17

Date :25.09.2024

E-TENDER DOCUMENT

Name of the e-Tender: Chemiluminescence Based Fully Automated Immunoassay Analyzer for Infectious Disease Testing on Reagent Rental Basis at AIIMS, Kalyani.

Notice Inviting E-Tender

The Executive Director, AIIMS, Kalyani invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers on line through E-procurement solution portal of AIIMS Kalyani <https://aiimskalyani.ewizard.in/> on mutually agreed terms and conditions and satisfactory performance for the **Chemiluminescence Based Fully Automated Immunoassay System for Infectious Marker Testing on Reagent Rental Basis for the Dept. of Microbiology at AIIMS Kalyani** for five years at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

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. **The bid should not be conditional.** 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.

Condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification.

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, Kalyani will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

MII CLAUSE: Chemiluminescence Based Fully Automated Immunoassay Analyser is exempted from MII clause (item no. 124) as per office memorandum No. F 4/1/2023-PPD (pt.), GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, dated 28th June 2024.

E-Tendering Portal:

<https://aiimskalyani.ewizard.in/>

For E-tendering Queries contact Representative of ITI Limited (Kalyani). eprochelpdesk.38@gmail.com, eprochelpdesk.35@gmail.com, ewizardhelpdesk@gmail.com Helpdesk-01149606060

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E-TENDERING SCHEDULE

Name of the e-Tender: Chemiluminescence Based Fully Automated Immunoassay Analyzer for Infectious Disease Testing on Reagent Rental Basis at AIIMS, Kalyani

Date of availability of E-Tender document in the AIIMS KALYANI E-Tendering Solution portal	As per e-Tendering Portal of AIIMS Kalyani https://aiimskalyani.ewizard.in/ , https://aiimskalyani.edu.in/ and CPP Portal www.eprocure.gov.in for downloading/ participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	As per e-Tendering Portal of AIIMS KALYANI https://aiimskalyani.ewizard.in/
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	Hard copies of the filled up tender documents with all the mandatory documents in a sealed envelope superscripted as: E-Tender for “ Chemiluminescence Based Fully Automated Immunoassay Analyzer for Infectious Disease Testing on Reagent Rental Basis for the Department of Microbiology at AIIMS, Kalyani ” must be sent by Speed Post only to the following address: Chairperson of Procurement AIIMS, Kalyani, NH-34, Connector, Basantapur, Saguna, District-Nadia, West Bengal- 741245 (West Bengal)
Date, Time & Place of Opening of Technical Bid	The Technical Bid will be opened online as per the schedule given in the https://aiimskalyani.ewizard.in/ In case the Scheduled date is declared Holiday the tender shall be opened on next working day.
Tender Document Cost payable to AIIMS Kalyani	To be downloaded from website, hence no cost is applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on https://aiimskalyani.ewizard.in/ and payable to directly by the prospective Bidder.
Bid Estimated Cost	Rs: 01,02,27,192.00 /- (One Core two lakhs twenty-seven thousand and one hundred ninety-two.)
EMD	Rs. 3,06,816.00 /- (The EMD amount will be submit A/C transfer through NEFT/RTGS/Net banking) A/C details is: In favor of “ ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI, A/C no: 5270001000047, Bank Name: ICICI Bank, IFSC code: ICIC0005270, Branch: Kalyani More Baranch (Code: 5270) ” Note: bidder has to submit the scan copy / proof documents of online transfer documents with in on or before tender closing date & time)
Performance Security (Guarantee)	05% of total contract value through NEFT/RTGS/Net Banking.

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Schedule of Tender :

Issue / Publishing Date	25.09.2024
Pre-Bid Schedule	05.10.2024 at 11.00 am.
Last date and time of Submission of e-tender	16.10.2024 at 17:00 hrs.
Date & time of opening of e-Tender	17.10.2024 at 11:00 am.
Cost Open	To be informed through e-tender portal
Pre-Bid Meeting venue	Welcome hall, administrative building, Ground Floor, AIIMS, Kalyani

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Please see annexure enclosed: - Annexure-I to VII

S/N	Particulars	Annexure Ref.
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Annexure- I
2	Criminal Liability Undertaking	Annexure- II
3	Manufacturers Authorization Form	Annexure- III
4	Deviation Statement Form	Annexure- IV
5	Performance Statement Form	Annexure- V
6	Financial Bid	Annexure- VI
7	Performance Security Deposit	Annexure- VII
8	Agreement Documents	Annexure- VIII

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Earnest Money Deposit (Bid Security):

Exemption: Firms registered with NSIC (for sale of Medical Equipment/Instrument Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm / departments have to submit the relevant certificate (NSIC/MSME etc.) and financial limit to avail this exemption.

Further, to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2016, the firms/ units registered as MSME vendor, declaration of UAM (Udyog Aadhar Memorandum) number by the vendor on CPPP is mandatory.

The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification. **Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.**

Note : The bidder seeking EMD exemption, must submit the valid supporting documents for the relevant category. Under MSME category, only manufacturers for goods and services are eligible for exemption from EMD. Traders are excluded from the purview of this policy, as per applicable rule.

Clarification of bidding documents.

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. e-tender@aiimskalyani.edu.in. The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

All the prospective bidder shall attend the Pre-Bid Conference at Welcome Hall, Administrative Building, Ground Floor, AIIMS, Kalyani on **05.10.2024 at 11:00 a.m.** Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website as "Corrigendum". Therefore, bidders are requested to submit their bids accordingly to revise changes after PBC, if any. No press advertisement will be made for corrigendum.

Amendments in Bidding Documents

At any time till **7 (seven) days** before the deadline for submission of bids, the AIIMS, Kalyani may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, KALYANI shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, KALYANI till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

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Chairperson of procurement
AIIMS Kalyani

Two Bid System Terms & Conditions :

The tender shall be submitted in 2 (Two) parts online:

- (i) **Technical Bid:** All required documents submitted to be online.
- (ii) **Financial Bid:** The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter.

(iii) **Manual Submission of Following Documents in Original:**

The following documents are to be sent to FIC Procurement., AIIMS, Kalyani, NH -34 Connector, Basantpur, Saguna, District- Nadia, West Bengal -741245, separately in a sealed envelope superscripted as: e-Tender for **Chemiluminescence Based Fully Automated Immunoassay System for Infectious Marker Testing on Reagent Rental Basis for the Dept. of Microbiology at AIIMS Kalyani**. The sealed envelope should reach on or before last date & time of submission of e-Tender. i.e before the due date of submission of online bidding.

- a. Undertaking for acceptance of all Terms & Conditions (**Annexure- I**).
- b. Notarised affidavit on Indian Non judicial stamp paper of Rs.10/- as per (**Annexure-II**)
- c. Details of Make , Model of items, Country of Origin without mentioning price.
- d. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.
- e. Manufacturers Authorisation certificate in case of authorised distributor of OEM (**Annexure- III**)
- f. The statement of deviation (Parameter wise) from the tender technical Bid Specification - (**Annexure-IV**)

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(i) Technical Bid (Specification) :

Specification of Chemiluminescence Based Fully Automated Immunoassay Analyzer for Infectious Marker Testing on Reagent Rental Basis.

Sl No.	Specification	UPLOADED
1	The analyzer should capable to perform HIV (fourth generation), Anti HCV (with NS-5 Antigen), HBsAg, HBeAg, Anti H Be, Anti HBs, Anti HBc IgM, Anti HBc total, Anti HAV Total Antibody, Anti HAV IgM, Procalcitonin, Toxoplasma IgG, Toxoplasma IgM, CMV IgG CMV IgM, Rubella IgG, Rubella IgM, Syphilis.	
2	Should be Fully Automated random access Immunoassay System with a throughput of more than 160 tests/hour.	
3	No plumbing or external water system required.	
4	Ready to use reagents packs no mixing or reconstitution required for integrated & compact with reagents & reaction wells in one pack only.	
5	Ready to use consumable packs & no mixing or reconstitution required.	
6	Ability to change reagent, consumables & waste while instrument is performing the tests	
7	Calibration stability should be more than 3 weeks for each parameter to decrease reagent consumption.	
8	Should have capacity to load minimum 30 Reagents packs of different parameters at a time.	
9	Instrument should have facility for variable incubation for different parameters as per test protocol.	
10	Should have facility for minimum 80 samples positions and separate STAT lane for emergency samples.	
11	It should have facility to detect Clot, bubble, low and high viscosity, thin layer fluid and short sample detection, Save-the-Sample Clot/Bubble Management, Liquid level sensing.	
12	It should have capacity to check Hemolysis, icteric and turbidity i.e., HIT without hampering throughput and without using any consumables.	
13	The Analyzer should check each & every step of performing the assay (including pre analytical & analytical) & log the data of each step-in display. Each complete audit trail should not be manipulable to ensure safety & security of patient test result.	
14	Universal sample tray should accommodate multiple sample tube sizes/sample cups with facility of bar code reading	

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15	Should use disposable sample tips to avoid carry over & cross contamination.	
16	More than 1500 sample tips can be loaded at a time to optimize the turnaround time & minimize human intervention during sample run, considering 160 tests/hour for 10 hours work shift.	
17	Instrument should provide integrated process control that monitors & verifies during sample & assay processing and report can be seen on the screen & be able to print for every test done.	
18	Sample volume per test must ensure pediatric sample run with minimum volume requirement of 10 µl per test.	
19	Should have the inbuilt refrigeration system with controlled temperature and humidity for reagent storage to maintain the stability of reagents on board that ensure minimum wastage of reagent.	
20	Should have the capability of inbuilt inventory management system by tracking all the reagents and supplies automatically.	
21	Shall have the patient data storage facility for a minimum of 5000 reports.	
22	The system should have facility to check all hardware before producing patient results & same should be available on screen as well as on print.	
23	The instrument quoted must have USFDA certification or Indian CDSCO/SLA certification.	
24	Instrument can be connected to LIS /HIS.	
25	UPS required to run the instrument should be provided free of cost by the firm.	
26	Working demonstration of the instrument should be given on the request of user at any suitable site nearby.	
27	The OEM or its authorized distributor provide operator with due qualifications and experience for 10 hrs daily with the machine and on-site servicing and maintenance by OEM authorized Technical Experts within 6 hrs of downtime.	
28	Preference will be given to OEM authorized installation and running already present in any of the INI's.	
29	Due to complexities involved, online non-physical demonstration is not permissible. Onsite or offsite physical demonstration within 100 kms of the site of installation or in any scheduled INI has to be arranged by the prospective bidder.	

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Technical Bid (Eligibility Criteria):

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format:

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organization)		
C	Name, Address, Phone & Fax No. of Service Centre at Kalyani or nearby, if any.		
D	PAN No. (enclose the attested copy of PAN Card)		
E	GST Registration Certificate showing clearly GST no. of the firm		
F	Income Tax Return for the last Three years. (Note: The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.)		
G	Annual Turn Over for last Three Financial Years (Duly signed by Chartered Accountant) (Note: The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.)		
H	Unique GeM Seller ID. (Enclose self-attested copy of relevant document provided by GeM) <i>N.B: The bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM seller Id. Will be provided at the time of award of contract positively failing which their bid will be treated null & void and contract will be dealt accordingly.</i>		
I	Firms registered with NSIC (for sale of Medical Equipment/ Instrument/Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate).		
J	Whether the firm is a registered firm under MSEs, SSI or NSIC(attached copy of certificate). MSME bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPPhas been made or not.		
K	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).		

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L	Notarised affidavit as per Annexure –II on Indian Non-Judicial Stamp Paper of Rs.10/- that (i) no police case is pending against the Proprietor / Partner/ Director of the Firm/Company (Agency). (Indicate any convictions if any against the Company/firm/partner.) (ii) proprietor/firm has never blacklisted by any organization. (ii) we have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. (If you don't fulfil these criteria, your tender will be out rightly rejected.)		
M	Manufacturers' Authorisation form as per Annexure – III (Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts & labour whenever required for a period of 05 (Five) years.		
N	Whether the item quoted is as per specification, if not, the statement of deviation (Parameter wise) from the tender technical specification must be enclosed. - (Annexure-IV)		
O	Have you previously supplied these items to any government / reputed private organization? If yes, list of Major Customers may be given on a separate sheet and proof of previous satisfactory supply, if any (Annexure - V) The purchase order copies of equipment/ consumables with price supplied to any Govt / PSU/INIs Institute /reputed private Hospital same & similar items may be enclosed in bid documents.		
P	Financial Bid as per Annexure – VI (to be submitted online Only)		
Q	Price of Consumables / Accessories as per Annexure – VII (to be submitted online Only)		
R	Declaration of Bid Security - (if any)		
S	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, and the condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.		
T	The name of items with specification and makes/brands of the items, indigenous or imported with name of manufacturer & address must be enclosed		
U	Manual Submission of Documents in Original as per Terms of Two Bid Systems in Clause no – (iii)		
V	Bank Details : 1. Beneficiary Name : 2. Bank Name : 3. Account No : 4. IFSC Code : Branch Address :		
W	Any other information, if necessary		

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(ii) FINANCIAL BID :

1. The Rates are to be quoted in the given format as per “Annexure- VI ”
2. All quoted rates should be inclusive of freight charges, packing charges, forwarding & insurance Charges, Transportation and GST etc.
3. The rates should be quoted in Indian Rupees in figure as well as in words only.
4. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
5. After due evaluation of the bids Institute will award the contract to the responsive tenderer who has quoted the lowest Price per test. Taxes has to be mentioned clearly in percentage including GST.
6. L-1 will be decided on the basis of cumulative price for all the types of tests mentioned in the financial bid.

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25/9/24

**Chairperson Procurement
AIIMS Kalyani**

GENERAL TERMS AND CONDITIONS:

- A. Validity of Tender:** The validity of the Bid tender Document shall be for 180 days from the date of opening of the bid.
- B. Qualified Bidders** are required to arrange a demonstration of the equipment, if required by evaluation committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder. After due evaluation of the bid(s) Institute will award the contract to the responsive tenderer who has quoted the lowest Price per test in total value wise evaluation method.
- C. Tenders** should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the original manufacturer concerned in the format given at "Annexure-III".
- D.** The model of the item offered should not be obsolete /out of production for at least 05 years from the date of installation and commissioning of the Equipment.
- E. Onsite Maintenance including Spare parts & Labour.**
- I. The Bidder will maintain the Chemiluminescence Based Fully Automated Immunoassay Analyzer Hormonal assay and Tumor marker Testing on Reagent Rental Basis at AIIMS, Kalyani. for a period of five years. Any cost of maintenance within the contract period will be borne by the successful bidder. Periodic Preventive Maintenance should be ensured by the successful bidder. If the breakdown period exceeds down time allowed, the successful bidder has to bear the loss incurred to AIIMS Kalyani.
 - II. The functionality and efficacy of the equipment throughout the contract period is the sole responsibility of the successful bidder. The Institute will not pay anything towards repair & maintenance of the equipment during the contract period.
 - III. During the contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime).
If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime.
The supplier will guarantee One visit of technical support staff every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs /breakdown calls.
 - IV. Upon receipt of notice of breakdown, the supplier shall, within 6 hrs on a 24 × 7 × 365 basis respond to take action to repair or replace the defective Equipment/Store or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ Equipment / Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/Equipment/Stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
 - V. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 6 hrs on a 24 × 7 × 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have

against the supplier. The firm should arrange for testing of samples free of cost in the downtime period to maintain the turnaround time.

VI. The supply of Equipment/Goods/Stores/Articles should be brand new and supply should be made in good condition at the AIIMS, KALYANI site by the bidder at their own cost (i.e., F.O.R. to AIIMS Kalyani). Reagents and chemicals should also be supplied in good condition at the Central Stores of AIIMS Kalyani by the bidder at their own cost.

VII. The Life period of any of the Reagents / consumables supplied by the successful Bidder/Bidders will have the more than two third of the expiry period remaining on the date of receipt of Items in AIIMS Kalyani. The supplied items having less than two-third expiry period to AIIMS Kalyani shall not be accepted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty/ Expiry of such items shall be replaced by the Bidder on free of cost.

VIII. The supply contract will be valid from the date; when the Purchase Order Issued /formalities completed by AIIMS Kalyani. This office will, however, reserve the right to conduct performance review at any time during the supply contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the supply contract by giving 30 days notices at any point of time.

IX. Both on large and smallest units (Bottle/Strips/pack) of the Reagents & Chemicals it is mandatory to Print/ Sticker / stamp in indelible ink on label / packets / cartons "Not for sale / for use by AIIMS Kalyani only" & No Price Should be quoted/printed on the Label. Cases wherein quoting of price cannot dispensed with, it should be covered in indelible ink.

X. The bidder will give an onsite guarantee/ warranty/Contract for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a performance bank guarantee for **Rs.2,00,000/-** for the period of Contract period 02 (Two) months indemnifying the AIIMS against all losses incurred by the AIIMS during the warranty/maintenance/Contract period. This has to be submitted after satisfactory installation.

XI. **Fall Clause:** If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Kalyani/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify AIIMS, Kalyani. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Kalyani by the Bidder or AIIMS Kalyani will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

XII. *The Institute reserves the right to accept in part or in full or reject any or more Tender / offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.*

F. Bidders are required to quote strictly as per specification of the equipment/Apparatus/Reagents & Consumables. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV**.

G. Additional features (in case of equipment), if any, should be listed separately in the offer.

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H. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.

I. The Executive Director, AIIMS Kalyani has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment

J. DELIVERY OF THE SUPPLIES/STORES/EQUIPMENT: -

I. Delivery of Reagent & Chemical shall be **F.O.R to AIIMS Kalyani**. The AIIMS Kalyani is not liable for payments on account of Freight/Taxes/Insurance etc., which are to be paid inclusively by the suppliers.

II. The firm will be bound to Install & Commission of the Equipment within 90 days from the date of PO/SO/Contract. Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to black listing of the firm depending upon the circumstances of the default/merit of the case.

III. If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.

IV. Part/Partial supply will not be accepted. For non-supply or part/partial supply, the total quantity should be completed within given delivery period. Hence, Part billing is strictly prohibited.

V. The supplier will have to undertake the shifting of the instrument from the location of installation to another location within the premises of AIIMS, Kalyani, should the situation arise.

VI. All the reagents and consumables ordered shall be delivered within 3 weeks from the date of issuing purchase order. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. No extra charge for packing, forwarding and insurance etc. will be paid on the rate quoted. If required, training would be done by the technical experts of the suppliers free of charge at AIIMS, Kalyani.

K. INSPECTION OF SUPPLIES:-

Inspection will be done by the duly constituted committee members nominated by Executive Director, AIIMS Kalyani and or his authorized representatives in AIIMS Kalyani premises at designated place.

L. PAYMENTS: -

Order shall be issued for tentative **Quarterly / Six months** 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 deducting TDS as per Income Tax and GST Rules and any other deductions as per Government rules only after it is ensured that the 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 Kalyani.

The bills raised by the selected tendering Firm/Agency/Company should have all tax registration

numbers printed on bill. The bill shall be signed by the authorized signatory of the firm.

The details of the item needed is mentioned in Financial Bid but it is approximate detail and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Kalyani. The payment would be made for actual supply taken and no claim in this regard should be entertained.

M. OTHERS:-

Tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agencies without prior written consent of the Director, AIIMS Kalyani. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Tenderer shall be forfeited by AIIMS Kalyani.

The AIIMS Kalyani shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/ Stores/ Goods/ Items at AIIMS Kalyani.

N. PACKING & MARKING OF SUPPLIES:-

The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage.

O. DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Kalyani for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

P. POWER TO IGNORE MINOR DEVIATION: -

AIIMS, KALYANI reserves the right to ignore any trivial nature of deviation in tender documents as decided by the Competent Authority while processing the tender. The Institute may also seek any clarification / documents to substantiate the claim of the bidder at the later stage as felt necessary. However, the bidder cannot claim it as a matter of right and will be bound to comply the Terms & Conditions of the Tender without citing the ground of trivial deviation / seeking of the clarification/ documents in support of the cancellation of his/ her bid.

Q. LAW GOVERNING THE CONTRACT AND JURISDICTION.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Kalyani shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

R. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will be liable to deposit of Rs.2,00,000/- as Performance Security Deposit in favor of "AIIMS Kalyani" by way of "Performance Bank Guarantee/FDR" from a nationalized /Commercial Bank (refundable after expiry of the contract period/or after the completion of 05 (Five) years contract period + 2 (Two) months valid for 62 months. in case of install of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments /authorities. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

S. Debarment from bidding.

(i) A bidder shall be debarred if he has been convicted of an offence-

(a) under the Prevention of Corruption Act, 1988; or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

T. Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes

(i) Prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) Obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, Fraudulent, collusive or coercive practices in competing for the contract in question.

The Director, AIIMS Kalyani, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.

Seal & Signature of Bidder

Handwritten signature

Annexure-I

Name of the E-Tender : Chemiluminescence Based Fully Automated Immunoassay System for Infectious Marker Testing on Reagent Rental Basis for the Dept. of Microbiology at AIIMS Kalyani

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

To

**The Director,
AIIMS Kalyani,**

Sir/Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI, WEST BENGAL-741245 to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Kalyani.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Kalyani, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the Equipment, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. Performance security of Rs.2,00,000/- shall be deposited by me/us in the form of FDR/Bank Guarantee in favour of All India Institute of Medical Sciences, Kalyani on award of the contract from a Nationalized / Commercial Bank and shall remain in the custody of the Director, AIIMS KALYANI till the validity of the warranty period plus two month (i.e. for 62 months).
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
8. If I/We fail to supply the stores in stipulated period the AIIMS Kalyani has full power to compound or forfeit the Bid Security/security deposit.
9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.

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10. I/we undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Director, AIIMS Kalyani, India.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make/Model /Catalogue/ technical literature description.
13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) supplied with each Equipment by Principal Manufacturer in Original to AIIMS Kalyani.
14. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Reagents at the prices and rates not exceeding those mentioned in the Financial Bid.
15. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required during warranty period.
16. The firm should arrange for testing of samples free of cost in the downtime period to maintain the turnaround time.
17. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything, adverse comes to the notice of purchaser during the validity of tender period The Director, All India Institute of Medical Sciences, Kalyani (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder
With seal of firm
(Name of Bidder)
Place

Date.....

Handwritten signature

Name of the E-Tender: Chemiluminescence Based Fully Automated Immunoassay System for Infectious Marker Testing on Reagent Rental Basis for the Dept. of Microbiology at AIIMS Kalyani

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.10/-Non-judicial Stamp Paper duly attested by Public Notary)

I.....S/o.....

Resident of

do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of M/s.
2. No police case is pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted by any Government authority/ organization.
4. I/We have not quoted the price higher than previously supplied to any Government Institute / Organization / reputed Private Organization or DGS&D rate in recent past.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

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Manufacturers' Authorization Form

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

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

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

To Insert complete name and address of Purchaser

WHEREAS

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

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

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

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

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

Date on _____ day of _____, _____ **(insert date of signing)**

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Performance Statement Form

Name of the Firm

Sl No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order	Have the items been Supplied satisfactorily (Yes/No)

Signature and seal of the manufacturer / Bidder

Place :

Date :

Note : Documents to be attached. (i.e PO Copies of earlier supplies made to any AIIMS, Govt. Hospital / Reputed Pvt. Hospitals for same / similar type of equipment on Reagent Rental basis)

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Annexure- VI

Financial Bid

S No	Name of Test	Tentative Annual Requirement	Pack Size of the Reagent	Cost of Reagents Pack size	Nos. of Test / Pack	Cost per test (Including Cleaner, Washer, Diluent, Kits, Controls, Calibrator, Qcs, Tips, required any other consumables etc.)	Add GST	Net Cost Per test (including GST)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
1	HIV 4 th Gen	500						
2	Anti-HCV	4000						
3	Anti-HBs	1000						
4	HBeAg	500						
5	HBsAg	4000						
6	ANTI-HAV IgM	1000						
7	Anti-HBc total	500						
8	Anti-HBc IgM	500						
9	Anti-HBe	100						
10	SYPHILIS	500						
11	Procalcitonin (B.R.A.H.M.S PCT)	200						
12	RUBELLA IgM	200						
13	RUBELLA IgG	200						
14	CMV IgG	200						
15	CMV IgM	200						
16	TOXOPLASMA IgG	200						
17	TOXOPLASMA IgM	200						

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. That the equipment will be delivered within 90 days of NOA.
5. That onsite unconditional warranty is 5 years.
6. That I/We undertake that the information given in this tender are true and correct in all respects.

Date:
Place:

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Signature of the bidder with seal.

Annexure- VII

Performance Security Deposit

Name of the E-Tender: Chemiluminescence Based Fully Automated Immunoassay System for Infectious Marker Testing on Reagent Rental Basis for the Dept. of Microbiology at AIIMS Kalyani.

Successful Bidder will be submitting the 05% Performance Security of total contract value in the form of Payment online through RTGS / Internet banking / NEFT. On-line payment shall be in Beneficiary name:

BENEFICIARY NAME	ALL INDIA INSTITUTE OF MEDICAL SCIENCES , KALYANI
BANK NAME	ICICI BANK
ACCOUNT NUMBER	527001000047
IFSC CODE	ICIC0005270
BRANCH CODE	KALYANI MORE BRANCH (CODE : 5270)

Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to submit scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

Sd/-
Chairperson Of Procurement
AIIMS , Kalyani

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Annexure- VIII

PLACEMENT AND AGREEMENT

THIS PLACEMENT AND SUPPLY AGREEMENT ("Agreement") is made and entered on _____, 2024 (hereinafter referred to as the "**Effective Date**") by and between:

_____, a company incorporated under the provisions of the (Indian) Companies Act, 2013 and having its Registered Office at _____ and represented through the authorized signatory _____ (herein after referred to as the "**Company**"/ _____), which expression shall unless repugnant to the meaning or context hereof shall mean and include its successors and assigns of the **FIRST PART**;

AND

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI having its office at NH-34 Connector, Basantapur, Saguna, Kalyani, 741245 and represented through the authorized signatory FIC-Procurement (herein after referred to as the "**Customer**"), which expression shall unless repugnant to the meaning or context hereof shall mean and include its successors and permitted assigns of the **SECOND PART**.

(The Company and the Customer hereinafter shall individually be referred to as a "**Party**" and collectively be referred to as "**Parties**").

Whereas:

A. The Company markets ' _____ ' including reagents, calibrators and controls (collectively referred to as "**Products**") and renders services related to Products and Equipment (defined below) ("**Services**").

B. The Customer is a health-care facility / hospital and is in need of automation solution for infectious markers as a major part of diagnostic facility, where the system must always be ready (24×7) to run the tests with shortest TAT and minimum manpower involvement.

C. The Company is desirous to engage in business with the Customer for providing a comprehensive solution, on the reagent rental basis, as a special case to assist the Customer to enhance the patient service and thereby, the Company has agreed to sell, and consequently the Customer has agreed to purchase the Products and Services from the Company for the period of 5 years, the details of which are listed in Annexure B to this Agreement.

D. In addition, the Company shall place one unit of _____ analyzer, fully **Chemiluminescence Based Fully Automated Immunoassay System for Infectious Marker Testing on Reagent Rental Basis for the Dept. of Microbiology** at AIIMS Kalyani ("**Equipment**") and shall provide the Products and Services to the Customer.

The Parties mutually agree to the following terms and conditions against the purchase of the Products, during the term of this Agreement:

COMMERCIAL TERMS:

1. **Asset Placement:** Subject to the compliance of the terms and conditions of this Agreement by the Customer, the Parties agree that, the Company shall during the Term (defined herein below) (unless terminated earlier),

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provide the Products and Services to the Customer and place its owned or leased medical Equipment, the details of which are set out in Annexure A at the Customer's premises being the Department of Microbiology, AIIMS -Kalyani ("Customer's Premises"). In lieu of the Equipment being placed at the Customer's Premises, the Customer agrees and acknowledges that it shall, as mentioned below in Clause 2, purchase from _____ on an exclusive basis, such products to be used with the Equipment.

2. **Pricing:** The pricing of the Products and Services will be as specified in Annexure B of this Agreement. The prices stated will be inclusive of all taxes. Customer shall submit monthly/ quarterly purchase orders of the Products to the Company.

3. **Products' Commercials:**

(a) Calibrators will be provided free of cost from the commencement of the Reagent Rental Contract ("RR Contract"), as specifically stated in Annexure B of this Agreement.

(b) The Company shall during the Term of this Agreement, provide to the Customer the 'Controls/diluents/special fluids' amounting to Rs. 50,000/- (Indian Rupees Fifty Thousand Only) (inclusive of GST), as free of cost with a view to assist in the startup initiative of the Customer. It is however agreed between the Parties that, the Customer shall make due payment to the Company for supplying the 'Controls/diluents/special fluid' in accordance with the payment terms as specified in Annexure B, as and when the above stated assistance amount is exhausted.

(c) The Parties agree that, no minimum reagent consumption slab will be imposed on the Customer by the Company, for an initial period of 1 (one) year, from the Effective Date.

(d) The Parties agree that, the 'Consumables', stated in Annexure B, shall be provided free of cost to the Customer, throughout the Term of the Agreement.

(e) The Parties agree that, the 'Uninterrupted power supply (UPS)' and necessary air conditioner will be provided free of cost along with the analyzer to the Customer, throughout the Term of the Agreement.

(f) Company agrees to confirm acceptance of order placed by the customer via mail or letter addressed to FIC (Procurement) within 5 (five) days from the date of placing of order by the customer. Where the Company fails to communicate such confirmation / acceptance of order within the above stated timeline it shall be construed as acceptance of order in full by the Company.

(g) The Company shall provide the Customer with the Products within 3 weeks from the date of the purchase order along with challan in triplicate, at the Customer's Premises. No reagents with less than two third of expiry period will be accepted.

(h) Customer reserves the right to reject products during the inspection and request for replacement. The Company shall replace the rejected products within 7 (seven) days from receipt of such replacement request from the customer.

4. **Revision in Pricing:** Subject to Clause 3, as stated above, the prices for the Products and Services shall be fixed for a period of 5 years from the Effective Date here to the parties agree that in case of fluctuation in current US dollar rate [where current rate of 1 USD is 83.97 INR (Indian Rupees Eighty-three and Paise ninety-seven Only, dt. 22.08.2024) up to +10% then the prices will be revised accordingly.

5. Competent Authority of AIIMS Kalyani reserves the right to amend/relax/withdraw any terms and conditions mentioned in their Rate Contract, if doing so is in the interest of both parties hereto and with prior written intimation to _____.

6. **Payment Terms:** The Customer shall make the payment for the Products supplied by the Company or through its authorized distributor within 60 (Sixty) days from the receipt of date of invoice issued by the Company or its authorized distributor. The invoice shall be issued in triplicate and addressed to FIC Procurement along with inspection and acceptance report issued by user department or the store section of the Customer.

7. **Minimum volume commitment:** The Customer agrees to purchase the total sum/ quantity of the Products

as estimated in Annexure C, at the agreed price.

Term: This Agreement shall be valid for 5 years from the Effective Date (unless terminated earlier) ("Term") and shall be subject to renewal with prior mutual written consent of the Parties.

9. Equipment ownership, installation and maintenance:

(a) Equipment shall at all times be the sole, absolute and exclusive property of the Company.

(b) The Company shall deliver the Equipment within 90 (ninety) days from the execution of this Agreement at the Customer's Premises.

(c) The Company shall install the Equipment at the Customer's Premises within 5 (five) days of the delivery of the Equipment, at the cost of the Company.

The Customer will operate the Equipment effectively as per the 'Operation Manual' provided by the Company, and shall not hypothecate, pledge or create any encumbrance whatsoever on the equipment, nor shall part with its possession to any third party. In addition to the same, the Customer shall not make any alteration or addition, whatsoever, to the Products and Equipment of the Company.

(d) The Customer shall maintain the general fitness and cleanliness of the Equipment and thereby maintain periodic maintenance of the Equipment as may be required in accordance with the 'Operation Manual'.

(e) The Customer shall fulfill all the requirements as set-out in Annexure D (Pre-installation requirements) to enable the Company to install the Equipment. The site preparation will be in accordance with the Company specifications and in accordance with Annexure D (Pre-installation requirements). The Customer will be provided with key operator training at the time of installation of the Equipment by the Company.

(f) Subject to the Parties mutual agreement, the Company will have a liberty to upgrade the Equipment with the latest models or provide back up as the load goes high, (as & when required).

(g) The Company shall be entitled to enter Customer's Premises during normal business hours with prior notice in writing to the Customer, for the purpose of confirming the existence, condition and proper maintenance of the Equipment. The Customer shall extend all co-operation and assistance to the Company and Its employees during such visits.

(h) During the Term of this Agreement, if the Equipment suffers any damage attributable to the negligence of the Customer and is not capable of being repaired or reused, then the Customer shall pay to the Company an amount equal to depreciated value of the Equipment as specified by the Company, as damages. In the event the Equipment can be reused after repairs then, the Customer shall pay the actual expenses incurred for such repairs.

(i) The Customer shall purchase from the Company 100% of reagents, in accordance with Annexure C, as is required for their workload of Microbiology tests (possible to run in _____) on regular basis for the Term, for all patient samples.

U) The Customer hereby agrees and undertakes that, prior to the execution of this Agreement, the Customer has conducted full and complete inspection of the Equipment and is thereby satisfied with its condition and further acknowledges that, the Equipment is in good and marketable condition and the Customer shall not raise any dispute in relation to the merchantability, condition and title of the Equipment.

10. The Company's obligations:

The Company shall throughout the Term of the Agreement be responsible for the following:

(a) Maintaining the analyzers as per company's norm, Schedules of the maintenance will be shared by the customer

(b) Providing general operator training to key and backup technologist on Equipment, enabling the Customer to use the system efficiently;

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- (c) Handholding the technologists shall be done until the Customer gets familiarized with the Equipment;
- (d) Assist technologists in validation of the Equipment and documentation of the same as per the 'NABL Accreditation' requirements;
- (e) Providing refresher training to the technologists, twice in a year, as per requirement;
- (f) 'Advanced Key Operator Training' about system maintenance, Calibration and Quality Control shall be provided post 1 (one) year to the selected technologists as per the nominations given by Customer's laboratory head;
- (g) Technical Specialists of the Company will attend complaints registered by the Customer related to Equipment and the Products within 6hrs and make sure those complaints are resolved and the documentation for the same is maintained by the Company;
- (h) Conducting and arranging for regular workshops and educational activities at regular intervals, with hands on experience for all technologists to help the Customer enhance its technical knowhow and skills with respect to the Equipment
- (i) Extend the Company's services to perform scientific studies on Equipment in data managing, analysis and presentation.

11. **Forecast and Supply:** The Customer shall, provide 3 (three) months' forecasts of the Products at the beginning of each quarter. The failure of the Customer to adhere to the provisions of this Clause, shall not in any manner render the Company liable for any alleged delays or non-supply of Products within the required timelines.

12. **Late delivery charges:** Where the Company fails to deliver products within the agreed timeline as stated in the relevant order, customer reserves the right to impose late delivery charge of 0.5% per week or part thereof subject to maximum of 10% of such order value. However, this clause shall not be applicable where the delay has been caused due to force majeure event as described in detail in general terms & conditions below.

LEGAL TERMS:

A. Confidentiality: Each Party shall hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity except as provided herein: All information, including but not limited to, pricing and terms relating to or contained in this Agreement; all Products' data, trade secrets, intellectual property, financial data, pricing, business plans or any other information received from the other Party (in any form) in implementing this Agreement; and all information derived from the foregoing. The confidentiality obligations shall not apply to data or information which is either published in the public domain or was in prior possession of the receiving Party or for which a prior written consent from the disclosing party has been received or if a disclosure of Confidential Information is required by an applicable statutory or governmental authority or court of law or arbitral tribunal (and which disclosure shall be made after contesting to the reasonable extent permissible, the making of the disclosure). The provisions in this paragraph shall survive the termination or expiration of this Agreement. The Parties acknowledge and agree that, the Confidential Information shall remain confidential and shall not be disclosed by either Party to any third party: (1) with respect to Confidential Information which rises to the level of a trade secret under applicable law, for so long as such Confidential Information retains its status as a trade secret, and (2) with respect to Confidential Information which does not rise to the level of a trade secret under applicable law, for a period of 1 (one) year following the termination of this Agreement.

Nothing in this Clause shall restrict a Party from disclosing Confidential Information of the other Party on a need-to-know basis to its employees, directors or professional advisors, who shall treat such information as confidential.

B. Changes in Products: If a Product(s) or Equipment is discontinued, the regulatory status of a Product(s) changes or the Company ceases to market a Product(s), then the Company may remove that particular Product(s) or pullback the Equipment as supplied under this Agreement by prior written notice of 30 (thirty)

days, to the Customer.

Compliance with Law: In performing their obligations under this Agreement, both Parties shall comply with all the applicable laws and regulations including without limitation to the Local Clinical Act Law/ MCI Guidelines, the applicable anti-corruption laws and the United States Foreign Corrupt Practices Act (FCPA), currently located at <http://www.justice.gov/criminal/fraud/fcpa/>.

D. Dispute resolution & Governing law: Any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or the making, performance, breach, or interpretation thereof shall be finally settled by arbitration conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof, by appointing a sole arbitrator. The arbitration shall be in English and the place, seat and venue for the arbitration shall be Mumbai. This Agreement shall be governed by and construed in accordance with the laws of the India and subject to this Clause D, the Courts of Mumbai shall have exclusive jurisdiction.

E. Intimation of material Change: The Customer shall notify the Company immediately of any change in its constitution and/or any deviation in business conducted by the Customer as on the Effective Date. On receipt of such notification, Customer agrees that, the Company shall at its sole discretion then decide on the continuation, review, revision of the terms of this Agreement. Any decision taken by the Company, reasonably, under this Clause E shall be without any liability or demur from the Customer to the Company.

F. Indemnity: Either Party shall indemnify and hold harmless the other Party against all claims insofar as they arise out of any breach by the first party of any of its material obligations or fundamental warranties under this Agreement or from the first party's fraud or willful misconduct. The provisions under this Clause F shall continue to apply after the expiry or earlier determination of this Agreement.

G. Publicity and Trademarks: Each Party will not, and will cause its affiliates not to, issue any press release or make any announcement regarding this Agreement nor use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.

H. Termination:

i. The agreement shall stand valid for 5 years from the effective date hereto, however in case If either Party breaches any provision of this Agreement and if such breach is not cured within 30 (thirty) days by the defaulting Party after receiving written notice from the non-defaulting Party specifying such breach in reasonable detail, the non- defaulting Party shall have the right to terminate this Agreement by giving a written notice of termination to the defaulting Party, which termination shall go into effect immediately on receipt.

ii. In case the Customer is not satisfied with the performance of the Equipment and the Product(s), the Customer shall communicate the dissatisfaction to the Company and the Company in such an event shall be entitled to remove the Equipment from the Customer's Premises, by giving a prior written notice of 3 (three) months to the Customer. Notwithstanding anything to the contrary in this Agreement, in the event there is any deviation in the business /consumption expectation as set-forth in Clause 6 (Minimum volume commitment) above, from the Customer by the company, the Company may, subject to prior attempts of conciliation, terminate the agreement and remove the Equipment from the Customer's Premises by giving a prior written notice of 1 (one) month "Technical Committee" may be constituted for the decision making on thin matter.

iii. Notwithstanding, any of the provision stated herein above, both Parties are entitled to terminate this Agreement at any time before the completion of the Term, with immediate effect for following reasons:

- a. If the Paty is declared insolvent or is in process of bankruptcy as per the competent court of law.
- b. With regards to Customer, in case of any material change in ownership or management of the party.
- c. If other Party indulges in corruption, fraudulent activities, whatsoever being substantiated and proved.

I. Consequence of Termination:

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- i. All purchase orders issued by the Customer under this Agreement, shall stand terminated upon the termination of this Agreement.
- ii. Upon termination for any reason, Customer shall return the Equipment to the Company, in the same condition ordinary wear and tear excepted, within 30 (thirty) days of the date of the termination.
- iii. Upon failure of the Customer to return the Equipment as required under this sub-clause, the Company shall be entitled to enter the Customer's Premises (without any demur or interruption from the Customer) and dismantle, remove and take the Equipment from the Customer's Premises and in no event shall the Company be liable to the Customer for any damage or loss caused to the property of the Customer during such process. The Customer, at the discretion of the Company, will also be required to pay to the Company an amount equivalent to the rental charges (as prevalent in the Company's standards and policies) of the Equipment, till such time the Equipment is in the Customers Promises beyond the Torn or the period post earlier determination of this Agreement. Upon earlier determination of this Agreement (other than on expiry of the Term), all amounts accruing to the Company hereunder or under any purchase order shall immediately become due for payment, irrespective of the date of the termination of this Agreement. All subsequent deliveries of Products, if agreed by the Parties on account of outstanding purchase orders, pursuant to the termination of this Agreement shall require prepayment from the Customer to the Company.

J. Warranties:

The Company warrants that, the Equipment, Products and Services purchased under this Agreement will be free from defects in workmanship and materials upon delivery, when properly used, maintained and serviced in accordance with this Agreement. Except for the express warranties and obligations set forth in this Clause J, and to the fullest extent permitted by applicable law, the Company hereby disclaims all other warranties, express or implied whether under law, contract or equity.

K. General Terms & Conditions:

Assignment: Customer shall not assign the Agreement or any of its rights or obligations under this Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the Company.

Entire Agreement: The Agreement is the sole agreement of the Parties concerning the subject matter hereof, and it supersedes all prior oral or written understandings, communications or agreements between the Parties. All Annexures, attached hereto and referenced herein are made a part of this Agreement.

Interpretation: Any ambiguity in the Agreement shall be interpreted equitably. The headings in the Agreement are inserted for convenience and are not intended to affect the interpretation of the Agreement. The terms of any purchase order, invoice, or similar document used to implement this agreement shall be subject to and shall not modify this Agreement. If any other document conflicts with this Agreement, this Agreement will control unless the document specifically modifies any section of this Agreement by reference. This Agreement may only be amended by written agreement of the parties.

Modification: No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by all the Parties.

Force Majeure and Product Shortage: Except for the Customers obligation to make the payment as stipulated in this Agreement, neither Party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, act of god, epidemic / pandemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act/order, shortage of Products or any other cause beyond the reasonable control of the affected Party, will not constitute a breach of this Agreement. The delayed Party shall give the other Party notice of such cause.

Notices: All notices under this Agreement shall be given in writing in English. The notices will be sent by registered post/recognized courier services and/or via email. Notices will be deemed to have been given at the time of actual delivery in person, or on the date of the receipt of the delivery in case of registered

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post/courier service.

Third-Party Beneficiaries/Contractual Obligations: No person other than the Company and the Customer has any entitled to any remedies, under this agreement. Each party represents that it is not prohibited from entering into, or performing its obligations under, this agreement by the terms of any other agreement.

Waiver: No provision of this Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of this Agreement constitutes a waiver of future enforcement of that provision or of any other provision of this Agreement.

Severability: If any provision of this Agreement is invalid, unenforceable or prohibited by Law, this Agreement shall be considered divisible as to such provision and such invalid, unenforceable or prohibited provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein

Counterparts: This Agreement may be executed simultaneously in 2 (two) counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument.

Warranty of Authority: Both Parties represent and warrant to the Company that they are duly authorized to execute this Agreement and that they have the requisite authority to legally bind themselves to the terms of this Agreement

Independent Contractor: The Parties hereby agree that the relationship of the Parties is that of independent contractors. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

Survival: The expiration or termination of this Agreement shall not relieve either Party of the obligations except for the provisions as set forth herein which by their nature are intended to survive, including Customer's obligation of clearing all outstanding payments under this Agreement and individual purchase orders.

[Signature Block to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Company name:		All India Institute of Medical Sciences, Kalyani	
Designation		Designation	
Date		Date	

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Annexure-A

Description of the Equipment:

Particulars	Description	Customer Premises
Equipment		Microbiology Laboratory

Annexure-B

Pricing of the tests:

S No	Name of Test	Tentative Annual Requirement	Pack Size of the Reagent	Cost of ReagentsPack size	Nos. of Test / Pack	Cost per test (Including Cleaner, Washer, Diluent, Kits, Controls, Calibrator, Qcs, Tips, required any other consumables etc.)	Add GST	Net Cost Per test (including GST)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
1	HIV 4 th Gen	500						
2	Anti-HCV	4000						
3	Anti-HBs	1000						
4	HBeAg	500						
5	HBsAg	4000						
6	ANTI-HAV IgM	1000						
7	Anti-HBc total	500						
8	Anti-HBc IgM	500						
9	Anti-HBe	100						
10	SYPHILIS	500						
11	Procalcitonin (B.R.A.H.M.S PCT)	200						
12	RUBELLA IgM	200						
13	RUBELLA IgG	200						
14	CMV IgG	200						
15	CMV IgM	200						
16	TOXOPLASMA IgG	200						
17	TOXOPLASMA IgM	200						

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E-TENDERING INSTRUCTIONS TO BIDDERS

General: The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS KALYANI has decided to use the portal <https://aiimskalyani.ewizard.in/>, <https://eprocure.gov.in> or <https://aiimskalyani.edu.in/>

Instructions:

1. Tender Bidding Methodology:

Two Stage Online Bidding

2. Broad outline of activities from prospective Bidders:

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal <https://aiimskalyani.ewizard.in/>
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, KALYANI
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSKALYANI's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)
For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in/>].

4. Registration :

To use the Electronic Tender portal <https://aiimskalyani.ewizard.in/>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable (i.e. Rs.2000 +GST as applicable).

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

1. The Bidder must ensure that after following above, the status of bid submission must become – "Submitted".
2. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

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3. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

4. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

Bid submission

The entire bid-submission would be online on the Tender wizard portal i.e. <https://aiimskalyani.ewizard.in/>

Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial)
- (ii) Submission of information pertaining to Bid Security/ EMD.
- (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as **Annexure** are to be uploaded.

Processing Fee: Firm have to pay processing fee (i.e.0.1% of ECV+ GST as applicable through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

Offline Submissions:

The bidder is requested to submit the following documents offline to **The FIC Procurement AIIMS, Kalyani (West Bengal) – 741245** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Documents as Per NIET

Public Online Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

Handwritten signature

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSKALYANI by the bidders in time, then AIIMSKALYANI will promptly reschedule the affected event(s).

Other Instructions

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc)

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Biochem soft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be imparted by the ASP, M/s. ITI, Kalyani, if required, before participation in the online tendering.

For any further assistance, please contact Mr. Saikat Pal (09355030620), Mr. Sk. Tariq Anwar (09355030608), Helpdesk-01149606060, E-mail ID for mailing communication: eprochelpdesk.38@gmail.com , eprochelpdesk.35@gmail.com , ewizardhelpdesk@gmail.com

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