



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

Ref. No. 3192/P/12015/1/22-23 (E-Tender Patho)/ET-24

Date: 07-02-2023

E-TENDER DOCUMENT

Name of the e -Tender: Supply of various Consumable, Chemical and Reagents for Hematology Analyzer on Reagent Rental Basis at AIIMS, Kalyani.

Notice Inviting E-Tender

E -Tender No. 24

The Director, AIIMS , 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://www.tenderwizard.com/AIIMSKALYANI>) on mutually agreed terms and conditions and satisfactory performance for the **Supply of various Consumable, Chemical and Reagents for Hematology Analyzer on Reagent Rental Basis for the Dept. of Pathology/Lab Medicine at AIIMS Kalyani** for one year and further extendable annually up to five years in same terms and conditions. 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.

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 and revised order dated 04 Jun 2020 of MoC&I (DIPP) & order vide F.No.6/18/2019-PPD dated 23 Jul 2020 of Ministry of Finance, Govt. of India. 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.

E-Tendering Portal:

<https://www.tenderwizard.com/AIIMSKALYANI>

For E-tendering Queries contact Representative of ITI Limited (Kalyani). Email: twhelpdesk614@gmail.com **or** twhelpdesk404@gmail.com , **Mob:** 07377708585 /011-49424365.

E-TENDERING SCHEDULE

Name of the e -Tender: Supply of various Consumable, Chemical and Reagents for Hematology Analyzer 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 www.tenderwizard.com/AIIMSKALYANI , www.aiimsbhubanewar.nic.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://www.tenderwizard.com/AIIMSKALYANI
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 “Supply of various Consumable, Chemical and Reagents for Hematology Analyzer on Reagent Rental Basis” must be sent by Indian Speed Post only to the following address: FIC-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://www.tenderwizard.com/AIIMSKALYANI 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://www.tenderwizard.com/AIIMSKALYANI and payable to www.tenderwizard.com directly by the prospective Bidder.
EMD	66,300.00/- in favor of Ex. Director AIIMS, Kalyani, Payable at Kalyani, Nadia.
<u>Schedule of Tender :</u>	
Issue / Publishing Date	On 08-02-2023
Pre-Bid Conference	On 21-02-2023 at 02:00 P.M.
Last date and time of Submission of e-tender	On 06-03-2023 at 05:00 P.M.

Date & time of opening of e-Tender	On 07-03-2023 at 12.30 P.M.
Venue of Pre Bid Meeting	All India Institute of Medical Sciences Kalyani - 741245
Online Participation in Pre Bid Meeting	Bidders can also participate in the Pre bid meeting online mode by writing request email to e-tender@aiimskalyani.edu.in <u>three (3) days before the Pre Bid meeting.</u> <u>Procurement Cell will provide link to the respective bidder for online participation in the Pre Bid meeting.</u>

Earnest Money Deposit (Bid Security):

Item No.	Description	EMD (Rs.)
1.	Supply of various Consumable, Chemical and Reagents for Hematology Analyzer on Reagent Rental Basis at AIIMS, Kalyani.	66,300.00/-

Tenderer need to submit “Bid Security Declaration” as per OM issued by GOI, Ministry of Finance, Dept of Expenditure (Procurement Policy Division) vide F.9/4/2020-PPD dated 12 Nov 2020 that if bidder withdraw or modify their bids during period of validity etc then they will be black listed and shall be debarred from participating in future tenders of the Institute for 02(Two) years. Scanned copy of declaration must be uploaded in the E-Tendering Solution and Hard copy of same be submitted on or before the Date of Submission of Bid by Indian Speed Post to FIC. Procurement-Cell, Academic Block , AIIMS Kalyani -751 019 failing to which bid will be treated as incomplete and will be rejected.

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 etc.) and financial limit to avail this exemption.

Further, to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012, 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.**

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 Board Room, Academic Block, AIIMS, Kalyani **on 21-02-2023 at 02.00P.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.

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 by Indian Speed Post 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 Supply of various Consumable, Chemical and Reagents for Hematology Analyzer on Reagent Rental Basis at AIIMS, Kalyani 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. EMD – Rs.66,300.00/- by Demand Draft (DD) in favor of Executive. Director, AIIMS, Kalyani, Payable at Kalyani, Nadia.
- b. Undertaking for acceptance of all Terms & Conditions (**Annexure- I**).
- c. Notarised affidavit on Indian Non judicial stamp paper of Rs.10/- as per (**Annexure-II**)
- d. Manufacturers Authorisation certificate in case of authorised distributor of OEM
(**Annexure- III**)
- e. The statement of deviation (Parameter wise) from the tender technical Bid Specification - (**Annexure-IV**)
- f. Performance Statement Form (**Annexure-V**).
- g. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.
- h. Details of Make, Model of items, country of origin without mentioning price.

(i) Technical Bid (Specification):

We hereby mention the required specifications of Automated Hematology analyzer for the Department of Pathology/Lab medicine at AIIMS Kalyani as under-

1. Should be a fully automated Hematology Analyzer.
2. The analyser should provide true 5-part differential analysis by 3-dimensional measurement with use of both scatter and fluorescence principle (Fluorescent flow cytometry).
3. The workstation should have standalone model Five-part Hematology Analyzer which is capable of integration with minimum of one additional standalone five-part Hematology Analyzer to be able to share and cater to increasing workload.
4. Must automatically enumerate immature granulocyte count and nucleated RBCs in the CBC and Diff mode without the use of additional on-board reagents or special stains.
5. Should provide have a provision to double check the platelets with two principles in case of low platelet counts along with parameters like immature platelet fraction.
6. Should provide a reticulocyte counting channel with parameters such as reticulocyte haemoglobin and immature reticulocyte fraction.
7. Haemoglobin estimation method should be equal in accuracy to reference method of haemoglobin estimation and the reagent should be cyanide free.
8. Should have a body fluid analysis mode to measure and analyse whole blood, CSF and other body fluids.
9. Must be able to individually select CBC, CBC + Diff, CBC + Diff + Reticulocyte, CBC+Reticulocyte testing mode.
10. The instrument must have the capability to auto correct WBC count in the presence of nucleated RBC.
11. Linearity of platelets to be from 0.0 to 5000×10^3 cells/microlitre and WBC linearity should be 0.0 to 400×10^3 cells/microlitre.
12. Should be able to provide flagging system for malaria
13. The analyser should be continuous and random access and have minimum of 50 sample positions.
14. Should have high throughput and rapid processing of samples. The throughput should be minimum 200 samples/hour.
15. Should have automatic probe wipe and wash system.
16. Should have a minimum aspiration volume below 100 microlitres.
17. Must have STAT capability, auto sampler and bar code identification facility.
18. Should provide digital display of scattergrams and histograms and also in print.
19. Should have adequate storage capacity for at least 20000 numeric and graphical information and should have the facility to take back up with graphical data.
20. Should be able to transmit results to host computer LIS/HMIS bidirectional and provide bar code reading facility upto 14 digits. Must provide one additional suitable PC along with each instrument for interfacing.
21. Provision for integration with the LMIS/HMIS software should be borne by the vendor.
22. The vendor should supply compatible barcode generator and printer for the same

23. The instrument should be upgradable to cater to increasing work load.
24. Should have a reagent inventory management with alerts on insufficient reagent.
25. Should have flagging system for abnormal parameters which should be customizable to set criteria according to lab practice with on board delta checks to minimize slide review and have user defined rerun/reflex capabilities.
26. Should be able to work with laser/inkjet printer which should be supplied by the vendor with the instrument with minimum 8000 B/W printout capacity.
27. Platform / table for placing the Analyser and its support parts should be supplied.
28. Rate contract should be provided for supply of reagents and consumables for minimum of five years from date of installation.
29. Toll free technical support and onsite support within 48 hours of complaint/breakdown and stationed service engineer for immediate service.
30. Should provide a back-up machine in case of primary machine breakdown with auto-loader facility without any additional cost.
31. The supplier must provide original documentary proof of the date and place of manufacturing (country of origin) of the equipment. The annual turnover of the company to be declared.
32. Soft copy and hard copies of installation reports as per NABL guidelines to be provided.
33. Should provide quality assurance for reagents and controls and facility to participate in 3rd party EQAS to be provided by the vendor.
34. Daily three level QC should be provided with the machine and the instrument should have QC analysis by LJ charts and Westgard rules. Facility for ILC to be available.
35. Should be calibrated at least once a year.
36. All parameters including advance parameters should be US-FDA approved.
37. UPS power back up of minimum 120 minutes to be provided.
38. Prior demonstration of the machine should be provided onsite/ at local site.
39. Previous report of Reagent / Rate contract from minimum two INIs must be submitted.

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.</i> <i>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 CPPP has been made or not.		
K	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).		

L	Notarized 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 / Organization / reputed Private Organization or DGS&D rate in recent past. (If you don't fulfil these criteria, your tender will be out rightly rejected.)		
M	Manufacturers' Authorization 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 Test as per Annexure – VI (to be submitted online Only)		
R	Bid Security or EMD		
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 total value wise evaluation method for all the types of tests mentioned in the financial bid.

**FIC- 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 publication 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 Supply of various Consumable, Chemical and Reagents for Hematology Analyzer on Reagent Rental Basis at AIIMS, Kalyani. for a period of one year and the contract may further extendable annually up to 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 up time. ***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 48 hours on a 24 X 7 X 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 48 hours on a 24 X 7X 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 will be required to pay a penalty of Rs. 500/-(Five Hundred)

per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm

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 **Minimum of two third of the expiry period remaining on the date of receipts 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.1,10,500/-** for the period of fourteen(14) 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. Separate performance bank guarantee shall be submitted for each corresponding years during the contract period based on the value of test load of previous year.

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.

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 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 **door delivery basis at 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 goods 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 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 agency/ies 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. **1,10,500/-** as Performance Security Deposit in favour of "AIIMS Kalyani" by way of "Performance Bank Guarantee/FDR" from a nationalized /Commercial Bank for a period of fourteen(14) months indemnifying the AIIMS against all losses incurred by the AIIMS during the warranty/maintenance /Contract period. Separate performance bank guarantee shall be submitted for each corresponding year during the contract period based on the value of test load of previous year. The Performance Security Deposited is refundable after the completion of each year + two months and subject to submission of new Performance Security Deposit for a period of another fourteen (14) months for the next corresponding year of contract.

Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the terms and conditions of the bid and the agreement 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.
- (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

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 Authorisation Form	Annexure- III
4	Deviation Statement Form	Annexure- IV
5	Performance Statement Form	Annexure- V
6	Financial Bid	Annexure- VI

**FIC Procurement
AIIMS, Kalyani**

Annexure-I

Name of the E-Tender : Supply of various Consumable, Chemical and Reagents for Hematology Analyzer on Reagent Rental Basis 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 as per the applicable amount shall be deposited by me/us in the form of FDR/Bank Guarantee in favour of Executive Director, 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 contract period plus two month
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.

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. I/we undertake to get the Equipment repaired within 48 hours of the receiving of the complaint from the AIIMS failing which a penalty can be deducted at the rate of 500/- per day from my pending bill/Bank Guarantee.
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.....

ANNEXURE – II

Name of the E-Tender: Supply of various Consumable, Chemical and Reagents for Hematology Analyzer on Reagent Rental Basis 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

Annexure-III

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 authorised representative of the manufacturer**)

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

Duly authorised to sign this authorisation on behalf on: (**insert complete name of Bidder**)

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

Annexure – V
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)

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.

Signature of the bidder with seal.

Date:

Place:

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 www.tenderwizard.com/AIIMSKALYANI, <https://eprocure.gov.in> or www.aiimsKalvani.nic.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 www.tenderwizard.com/AIIMSKALYANI
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 www.tenderwizard.com/AIIMSKALYANI, 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.
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://www.tenderwizard.com/AIIMSKALYANI>

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 : The Firm has to pay processing fee 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.

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. Biochemsoft 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 Swadesh Kumar Bal (07377708585/ 09776823641), Helpdesk-011-49424365, ITI email ID for mailing communication:- twhelpdesk404@gmail.com /twhelpdesk680@gmail.com/ twhelpdesk614 @ gmail.com