All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok, Rishikesh-249203



Re-Tender For Fully Automated HPV DNA Detection System for Carcinoma Cervix (Reagent Rental Basis) at AIIMS Rishikesh

Ref. No. : 24/RT/RC/HPV DNA Detection System/659/2023-RISH (ADMN)

Publishing Date : 27/12/2023

Pre-Bid Meeting : 03/01/2024 at 03:00 PM

Bid Submission Start Date : 27/12/2023

Last Date of Bid Submission : 17/01/2023 till 03:00 PM

Bid Opening : 18/01/2023 at 03:00 PM

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

TENDER NOTICE

For

<u>Fully Automated HPV DNA Detection System for Carcinoma Cervix</u> (Reagent Rental Basis) at AIIMS Rishikesh

Dated: 27/12/2023

- 1. E-tenders **on** Two Bids (Technical & Financial) basis are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer or their authorised distributor/dealers for providing Fully Automated HPV DNA Detection System for Carcinoma Cervix on reagent rental Basis for a period of Two + One (02+01) year, at AIIMS Rishikesh.
- 2. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.
- 3. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at <u>0135-2462915</u>.
- 4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.
- 5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 6. Hard Copy of tender fee etc. must be delivered to AIIMS Rishikesh on or before last date/time of Bid Submission as mentioned above. Bid without tender fee will be summarily rejected. Scanned copy of Tender fee should be attached with technical bid.
- 7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed stamped by authorised signatory and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

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

- 8. Any future clarification and/or corrigendum(s) shall be communicated through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/apporAIIMS, Rishikesh website: <a href="https://eprocure.gov.in/eprocure/apporAIIMS, and any application of the tender.
- 9. Bidder should necessarily enclose a covering letter mentioning a summary of enclosed document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying with all specification or have any deviation.
- 10. The pre bid conference would be held in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.

Sr. Procurement Cum Store Officer AIIMS, Rishikesh

NOTICE INVITING TENDER FOR Various Consumable items for Department of Pathology

The Director, AIIMS, Rishikesh invites online tenders under Two-Bid system from manufacturer/ distributor/ sole agent, having capacity to provide consumables to be procured for AIIMS, Rishikesh for a period of two years through open tendering system extendable up to 01 year depending upon the performance.

Name of work & file reference	24/RT/RC/HPV DNA Detection System/641/2022-RISH (ADMN)	Remarks
	Rate Contract for Fully Automated HPV DNA Detection System for Carcinoma Cervix on reagent rental Basis at AIIMS Rishikesh	
Tender cost (in Rs.)	Nil	
EMD/Bid Security (in Rs.)	Rs. 32000/-	In the form of BG/FD
Turnover	Rs. 12 lacs	Average of last three FY (2020-21, 21-22, 22-23)
Security Deposit	03% of Annual value of contract	In the form of FD, BG, TD, CD

Last date for submission/receipt of tender(s) is up to at and technical bids will be opened by the
Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on
at in the Tender Office All India Institute of Medical Sciences, Rishikesh. In case, any holiday
falls on the day of opening, the tenders will be opened on the next working day at the same but the tender box will
be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and
time will not be considered. No tender by fax will be entertained.

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

- Please note the Number of covers in which the bid documents have to be submitted, the number of documents
 including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select payment option as "offline" to pay tender fee as applicable and enter details of instrument.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key
- Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid Tender No. Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

• The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

Note:

As per clarification sought form ministry of MSME vide F.no.21(11)/2018- MA dated 31st December 2018, "Traders/Sole Agents/ Distributers are excluded to avail the facilities/ Benefits extended under the Public Procurement for Micro and Small Enterprises (MSMEs)

Ref: As circulated in Office Memorandum No. F.No.22(1)/2012-MA dated 24th October, 2016 in FAQs, Question No. 18.

Conditions of Contract

(A) General terms and conditions

- 1. All duly filled/completed pages of the tender document should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.
- 2. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
- 3. **Bid Security:** Earnest money (i.e.₹ 32,000.) by means of FDR/TDR/BG a scanned copy of to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FDR may be prepared in the name of Director, AIIMS Rishikesh. The EMD and Tender fee cost must reach at Tender Office of the AIIMS, Rishikesh before opening of tender.
- No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Rishikesh in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- ii) No claim shall lie against the AIIMS Rishikesh in respect of erosion in the value or interest on the amount of EMD.
- iii) The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
- iv) EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
- v) The bidder seeking EMD Exemption must submit the valid supporting document for the relevant category as per tender document. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this policy.
- 4. Bidders are not allowed to submit more than one bid for same/similar tendered item else all his bids shall be cancelled thereby resulting in disqualification in addition to suspension for one year.
- 5. Bid shall be valid and open for acceptance by competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from published date of opening of tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. unilateral **withdrawal** at any stage will cause suspension of one year in addition to any remedy that purchaser may have under law.
- 6. To assist in the analysis and evaluation of bids, the Competent Authority, may ask bidders individually or jointly for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or material/ substance of the bid offered shall be permitted.
- 7. After evaluation, the work shall be awarded normally to the Agency fulfilling all the terms and conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all relevant Acts / provisions as stated / referred for adherence in the tender document.

- 8. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and bidders may address their queries only in pre-bid meeting. AIIMS, Rishikesh also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability or any loss whatsoever.
- 9. Tender must be submitted in the prescribed format otherwise tender may be cancelled straightway.
- 10. The tender form is not transferable.
- 11. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing in any form are liable to have their tenders rejected out rightly.
- 12. It is required from all concerned, namely the Bidders/Suppliers, to observe highest standard of ethics during the process of procurement and execution of this Tender.
- 13. In case the quality of goods supplied are not in conformity with the standard given in tender document and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced as per quality standards set in tender document, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in conformity with required description / specifications and liquidated damages shall be imposed in addition to the cost of re- tender.
- 14. In case the kits failed to give results, bidder to whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Rishikesh) may recover from the vendor the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the ordered goods, the supply order may be cancelled and bid security deposit will be forfeited.
- 15. Where the specifications are as per tenderer's range of products, the tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should be brought out to the notice of the competent authority on separate Letter Head of the firm. It would be at the discretion of the competent authority of the institute to accept or reject such deviations which are not in conformity with required.
- 16. It must be mentioned clearly whether bidder is a manufacturer/sole distributor/ sole agent for the items for which he is quoting.
 - a. *Manufacturer* must add a certificate that item(s) is manufactured by them as per range of products.
 - b. Sole Manufacturers must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private Organisation and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
 - c. Authorized agents must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals signed by a competent person and comes in proforma given in attach must duly supported by a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- (Rupees ten only) that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for

which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.

17. The bidders should furnish a copy of GST/S.T. /C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be summarily rejected.

18. Turnover provisions: -

- a. The tenderers should submit along with the tender, a certified photo state copy of the last three years Annual Accounts with Audited certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of technical bid) and will be declared disqualified in technical evaluation.
- b. In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.
- c. In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier) in support of its turnover whatever amount is getting short. (iv) There will be relaxation on turnover on case to case basis for Start-up firms registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.
- 19. **Sample/demonstration:** Bidder is required to supply sample/performing demonstration, tenderer will have to submit sample of the item before the competent authority of the institute, the bidder will have to bear all expenses for the same. Non submission of sample/non performing demonstration will disqualify the bidder in the technical bidding process and financial bid of the bidder will not be opened.
- 20. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which, the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature /catalogues must be attached with the tender in original, failing which, bidder may be disqualified.
- 21. **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.
- 22. If there is a close system the tenderer shall ensure and will have to submit an affidavit on Non Judicial stamp paper of Rs.10/- along with technical bid that spare parts and consumables for these equipment's/instruments/item will be available at reasonable fixed rates for next 10 (ten) years, such rates should not be more than the rates supplied to institutes of national importance.
- 23. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

- 24. Liquidated damage/demerge: The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver any consignment within the period prescribed for such delivery in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited.
- 25. **Legal Jurisdiction:** -The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, **in case of** dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA may be filed before the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

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

(Signature & Stamp of the bidder)

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

Selection Criteria:

- a) The tenderer shall quote the cost of all the tests included in our NIT. The cost per test should include all the charges of chemicals, reagents, controls, calibrators, cleaning solutions other consumables if any.
- b) L1 will be decided on individual test basis.
- c) If at any stage it is found that bidders have included any hidden costs such bid/contract shall be liable to outright rejection.
 - 1. <u>Supply of reagents:</u> The reagents would be invoiced directly from the firm installing the equipment against confirmed order and the payment for the same would be made by AIIMS, Rishikesh within 30 days. The rates of reagents will be fixed for a period of two plus one year, any other parts / consumable other than reagents will be borne by the successful tenderer. Regular supply of the required consumables will be responsibility of supplier; no extra payment will be made for this.
 - 2. Analyser must work without break. In the event of break down cost of investigation got done from outside will borne by the supplier.
 - **3.** Contract may terminate at any time without any prior notice if service of tenderer is not found satisfactory.
 - **4.** The Equipment shall be a newly manufactured one and not a refurbished item. Certificate from the manufacturer should be enclosed depicting that the equipment supplied is newly manufactured.
 - 5. The period of Contract between the successful bidder and the Institute shall be fixed for (02+01) years and successful tenderer shall maintain the equipment for the period of Contract; any cost of maintenance including the spares shall be borne by the successful tenderer.
 - **Maintenance:** The Bidder will maintain the Automated Molecular Analysis for HPV DNA Detection for a period of three years; any cost of maintenance within the stipulated time will be borne by the successful Bidder. It must also include a scheduled quarterly Planned Preventive Maintenance program, and the corrective maintenance as needed, and in addition, an annual quality assurance session performed by Service Engineers properly trained at the factory. During the comprehensive warranty period, the guaranteed uptime of 95% of 365 days (working hours of 24 hours per day) will be ensured. If the Breakdown period exceeds, the successful tenderer has to bear the loss incurred to the AIIMS, Rishikesh.
 - 7. Incidental Services: The supplier shall be required to perform the following services:
 - a. Installation & Commissioning, Supervision and Demonstration of the goods.
 - **b.** Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - **c.** On-Siteite Training to Doctors/ Technicians/ Staff is to be provided by the Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of the user department.
 - **d.** Supplying the required number of operation & maintenance manual for the goods.
 - **e.** To provide non-locked open software and standard interface inter-operability conditions for networked equipment's in hospital management information system, wherever applicable.
 - **8.** Accessories & Consumables: The separate price list of all accessories and consumables, if any, must be attached/ enclosed along with the Financial Bid.

9. After Sales Service: After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

10. Inspection:

- a. AIIMS, Rishikesh shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
- **b.** AIIMS, Rishikesh right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Rishikesh prior to the goods shipment.
- **c.** The Director, AIIMS Rishikesh shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- **d.** No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

11. Downtime penalty Clause:

- **a.** During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handling over the unit to the Institute. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.
- **b.** The principals or their authorized service providers are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

Appendix to Information to Bidders:

Local content policy:

- a. Purchase Preference for Evaluation: The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.
- b. Purchase Preference to Local Suppliers: In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 29th May, 2019 and F.No.: Z. 28018/67/2017-EPW dated 12th June 2018 purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.
- c. Minimum local content: The minimum local content shall as per Government of India Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020 and related earlier orders, till the Nodal Ministry prescribes a higher or lower percentage.
- d. Margin of Purchase Preference: The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.
- e. The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2020: i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) Annexure-III. of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the, he would not be given purchase preference.
- f. All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020.

Relaxation for Start-ups:

All other terms & conditions will be as per the Department of Expenditure, Ministry of Finance D.O. letter No.12(11)/2017-S1 dated 22.06.2017 and Clause 03 of Department of Industrial Policy and Promotion (DIPP) O.M. No.F.2012/02/2014-PPD (pt.) dated 20.09.2016.

Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

(B) Financial terms and conditions

1. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Rishikesh (Site of installation/Use). Rates should be mentioned both in figures and in words.
- 3. The supplier has to submit a notarised affidavit on Indian Non-Judicial Stamp Paper of Rs.10/- that the bidder has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it is found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Rishikesh. If such affidavit is not submitted, tender will be summarily rejected. (*Part of technical bid*)
- 4. **Custom Clearance**: For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on demand of supplier. The supplier will undertake to fully co-operate to avoid any fine, demurrage or other charges and shall indemnify AIIMS Rishikesh in case of any such failure/loss. Transportation of goods up to AIIMS, Rishikesh and its successful installation and commissioning demonstration (and training, if required) is also the responsibility of the supplier. All charges/expenses incurred in this process will be borne by the supplier and after submission of deposit slips of custom clearance and transportation charges will be reimbursed to the supplier if said provisions are to be shown separately in the financial bid.
- **Payment terms:** -If the supplier supplies the requisite item within stipulated time and installation is pending on the part of AIIMS Rishikesh for various reasons, up to 50 *per cent* payment against supply can be made by the AIIMS Rishikesh on case-to-case basis, but will not be considered as precedence in all cases.
 - **A) Payment Term for Imported goods**: For imported goods payment shall be made in the following manner:
 - a) On shipment: 50 % payment of the contract price shall be paid within 60 days after presentation of shipping documents {goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favor of the supplier in a bank in his country} and upon the submission of the following documents: -
 - I. Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount:
 - II. Original and four copies of the clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill.
 - III. Insurance Certificate;
 - IV. Certificate of origin by the chamber of commerce of the concerned country;
 - V. Certificate of country of origin;
 - VI. Manufacture's / Supplier's warranty certificate;
 - VII. Manufacturer's own factory inspection report.
 - i. **On Acceptance**: **50** % payment would be made after satisfactory installation, commissioning, demonstration and training, if required on issuance of Inspection certificate by the AIIMS, Rishikesh.

B) PAYMENT TERMS FOR INLAND GOODS

(**Fifty**) **50%** Payment of the contract price shall be paid on receipt of material in good condition and upon the submission of the following documents: -.

- (i) One Original and Four Copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Final Acceptance as per Inspection report issued by the concerned faculty.
- (iii) Two copies of packing list identifying contents of each package.
- (iv) Inspection Certificate issued by the user concerned department.
- (v) Final Acceptance Certificate issued by the Institute

On Acceptance: -

- (i) Balance **Fifty** (50) % payment would be made against 'Final Acceptance Certificate' as per Para (B) (i) & (v) of goods to be issued by the consignee's subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.
- 6. L1 Clause: L1 will be decided on individual test basis.

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

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

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

(Signature & Stamp of the bidder)

Fully Automated HPV DNA Detection System for Carcinoma Cervix on reagent rental Basis $\underline{\text{TECHNICAL BID}}$

(Documents to be attached in the "Technical Bid" for Administrative Evaluation)

1.	Name, full Address, telephone/mobile number, Email Id of the manufacturer and their authorised dealers/	
	distributors/Agency.	
2.	Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency.	
3.	Whether the signature on each page of the tender document and other relevant documents has been made by the bidder or not. (Signature on each page of tender document and other document is necessary)	
4.	Name, Address & designation of the authorized person(s) (Sole proprietor/partner /Director)	
5.	Clarification/declaration of Power of Attorney/authorization for signing the bid documents (It is not required in case of sole-proprietorship.)	
6.	PAN No. (Please attach scanned copy of PAN card of firm)	
7.	GST Registration Number. (Please attach copy)	
8.	Please attach certified copy of last three year's Income Tax Return.	
9.	Turnover	
	a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum	
	turnover for last three years should not be less than Rs (12,00,000,/-). Submit last three year's turnover statement duly certified by the Chartered Accountant in the format shown in Annexure- A).	
	b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover	
	certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.	
	c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover.	
	d. Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can be considered as the	
	case may be, subject to fulfilment of other conditions. However, it will not be mandatory)	
	10. Bidders are required to sign "Bid Security Declaration" on firm's letter head as per format given in Annexure- A(I)	
11.	Please provide a notarized affidavit on non-Judicial stamp paper of Rs. 10/- in the format given in	
	Annexure-1 that you have not quoted the price higher than previously supplied to any government	
	Institute/Organisation/reputed Private Organisation or DGS&D/GeM rate in last three years . If you don't	
	fulfil this criterion, your tender will be out rightly rejected.	
12.	Please submit a notarised affidavit on Non judicial stamp paper of Rs. 10/- in the format given in	
	Annexure- 2 that no case is pending with the police against the Proprietor/firm/partner or the Company	
	(Agency). Indicate any convictions in the past against the Company/firm/partner.	
13.	Please declare that proprietor/firm/company has never been blacklisted/debarred by any organization. An	
	oath certificate to this effect may be enclosed on Rs.10 notarised Indian Non Judicial stamp paper <u>in the</u>	
	format given in Annexure- 3.	
14.	Please submit a notarised affidavit for miscellaneous declarations on Non Judicial stamp paper of Rs. 10/-	
	in the format as given in Annexure- 4.	
15.	Have you previously supplied these items to any government/reputed private organization? If yes, attach the relevant poof. (Copy of Invoice)	
16.	Please submit Two performance certificate from your two different customers to whom you have supplied	
	such type of consumables in previous 3 years	
17.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as	
	token of acceptance and submit as part of tender document with technical bid. Otherwise, your tender will	
	be rejected.	

Format for Affidavit of Self Certification regarding Local Content (To be provided on Rs. 100/- Stamp Paper)

I	S/o.D/o,W/o_	
Resident of	do hereby solemnly	affirm and declare
as under.		

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide order no. P-45021/2/2017-B.E.-II dated 15/06/2017.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said drugs has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic valve addition of the product mentioned herein is found to be incorrect and not meeting the prescribed valve-addition norms, based on Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Medicine for which the certificate is product.
- iv. Procuring entity to whom the certificate is furnished.
- v. Percentage of local content claimed.

vi. Name and contact details of the unit of the manufacturer.

- vii. Sale Price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.
- x. Total Bill of Material.
- xi. List and total cost valve of inputs used for manufacture of the medicine certificates from suppliers, if the input is not in-house to be attached.
- xii. List and cost of inputs which and imported, directly or indirectly.

(Name of firm/ entity)

Authorized signatory (To be duly authorized by the Board of Director)

Undertaking

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

(Signature of the Bidder)
Name:
Designation with Seal of the Firm:

Annexure-A

ANNUAL TURNOVER STATEMENT (At the Letter Head of Chartered Accountant)

name), h		ed office at	evant records of (bidding firm (full address of bidding firm)
(1) Annu	ual gross turnove	r as per Annual Accounts of the	he firm for last three years is as under-
	Sl. No. 1. 2. 3.	Financial Year 2020 - 2021 2021 - 2022 2022 - 2023	Turnover (In INR)
(2) Ave	erage turnover of	the firm for last three financia	ıl years is Rs
Name (Registrat (Chartere	of CA (with stanion Noed Accountant) umber:)	
Proprietor	e name (with stamp)		
Date	•••••	•••••	

Annexure -1

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER	NO.
---------------	-----

I, undersigned
Proprietorship/Firm/Company/Agency has not quoted price in this Tender higher than one at which goods/services were previously supplied to any government Institute/ Organisation/ reputed Private Organisation or DGS&D rate in last three years. If at any stage it is found that the firm (bidder) has quoted lower rates to any Govt./ Private Institute, Bidder shall be liable to payback access value to AIIMS Rishikesh. AIIMS Rishikesh further reserves right to impose suitable penalty shall be made by AIIMS Rishikesh.
Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.
Deponent Signature:
Name:
Designation:
Aadhaar No:
Email Id:
Mobile No:
Landline No:
Fax No:
Address:
(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

Annexure- 2

NOTARISED AFFIDAVIT (On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned
No criminal case is pending with the Police against our Proprietorship/Firm/Company/Agency or any of its authorized signatories.
Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.
Deponent Signature:
Name:
Designation:
Aadhaar No:
Email Id:
Mobile No:
Landline No:
Fax No:
Address:
(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

Annexure- 3

NOTARISED AFFIDAVIT (On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned
Proprietorship/Firm/Company/Agency has never been blacklisted/ debarred by any organization.
Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.
Deponent Signature:
Name:
Designation:
Aadhaar No:
Email Id:
Mobile No:
Landline No:
Fax No:
Address:
(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

Annexure- 4

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

	ersigned
that-	(name of Fropriciosimp/Firms company/Figency) hereby undertake, armin, commin and decrare
1.	Undersigned is fully competent and authorised from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.
2.	All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
3.	Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
4.	Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
5.	Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of AIIMS Rishikesh, AIIMS Rishikesh shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.
declar been	rsigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above rations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned nally liable for all civil/criminal obligations including complaint to police and other authorities.
Depoi	nent Signature:
Name	×
Desig	nation:
Aadha	aar No:
Email	Id:
Mobil	le No:
Landl	ine No:
Fax N	To:
Addre	ess:
(Copy	of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed

Annexure: 5

The bidder should submit related undertaking for Restrictions on procurement from bidders from a county or countries, or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 in compliance of office OM no. 6/18/2019-PPD dated 23rd July 2020. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of following Certificate given below, on the company letter head duly signed by authorised signatory for this tender

Certificate for	r Tondor
Cei micate it	<u> 1 CHUCI</u>

	Tender no.:	
	NIT name: -	
	'We have read the clause regarding restrictions on procurement from a bidder of a country we shares a land border with India; and solemnly certify that we are not from such a country or, if it such a country, we are registered with the Competent Authority (copy enclosed). We hereby ce that we fulfil' all requirement in this regard and are eligible to be considered."	rom
	AND	
	"We have read the clause regarding restrictions on procurement from a bidder of a county we shares a land border with India and on sub-contracting to contractors from such a country; solemnly certify that we are not from such a country or, if from such a country, we are regist with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor such countries unless such contractor is registered with the Comps eat Authority. We have certify that we fulfil all requirement in this regard and are eligible to be considered."	and ered actor
aforer for im	to declare that if, our bid/offer is accepted by the purchaser, as per undertaking given by us as ementioned points on the basis of certificate are found to be false, in such case this would be a ground termination of our bid/offer and further legal action in accordance with the law to be initially by the procuring entity i.e. AIIMS, Rishikesh.	ound
	[Signature with date, name and designation]	

MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

(Clause 11 (c) of **other terms and conditions** of the tender)

То			
The Administrative Officer,			
All India Institute of Medical S	Sciences		
Rishikesh			
Dear Sir,			
TENDER:		.	
We,		, who are established a	nd reputable manufacturers of
, having fa	ctories at	and	, hereby authorize M/s.
(name and address of	agents) to bid, negotiate and c	onclude the contract with you
against Tender No	for the abo	ove goods manufactured by us.	
We hereby extend our	full guarantee and w	varranty as per the conditions of	f tender contract for the goods
offered for supply against this	tender by the above fir	rm.	
The authorization is va	ılid up to		
	. —		
			Yours faithfully,
		Б	(Name)
			ehalf of M/sne of manufacturers)/Principal.

$\frac{\textbf{BANK GUARANTEE FORM FOR PERFORMANCE SECURITY}}{\textbf{SECURITY}}$

To

The Sr. Administrative Officer All India Institute of Medical Sciences Rishikesh, Virbhadra Marg, Rishikesh-249201
WHEREAS
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee will not be changed due to change in the constitution of the bank or the supplier.
This guarantee shall be valid up to 27 months from the date of satisfactory performance i.e. up to (indicate date).
(Signature with date of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Specifications for Automated molecular analysis of HPV DNA detection

- 1) The system should work on the principal for detection of specific nucleic acid sequence of human papilloma virus.
- 2) The system should be automated with minimal user intervention after loading the sample in the instrument.
- 3) The system should be capable of handling a high through and able to process multiple specimens at the same time for best lab efficiencies with automation.
- 4) The system should be fully automated units high risk HPV 'typing assay' detection.
- 5) Any liquid-based cytology media/vaginal and/or endocervical swab/male urethral swabs can be used with the instrument.
- 6) The system should be capable of providing complete solution of Nucleic Acid Extraction and analysis.
- 7) The system should have on-board sample capacity more than 30 patient specimens plus controls.
- 8) The system should be tough screen user interface with easy to use software
- 9) The system should have system for preventing contamination.
- 10) The reagents of the instrument should be ready to use, unit dose reagents requiring no refrigeration or preparation. If needing special preparation, they should be included along with the costs in the bid
- 11) The system should be robust and capable of running irregular electric requirements as in India.
- 12) Onsite training should be given to faculty, research student and technologist.
- 13) The hidden cost along with bulleted list of reagents, chemicals and other materials required but not included with the service, should also be elaborated and price to be quoted separately.
- 14) Provision for power back up of minimum three hours in case of power failure should be there with the machine
- 15) Should be complaint with IFC 61010-1(or any international equivalent eg. EN/UL 61010) covering safety requirements for electrical equipment for measurement control and laboratory use.
- 16) Should be FDA/CE/ UL/ BIS or India equivalent as per orders of government of India.
- 17) Should have documented and acceptable detection accuracy on testing as well as validation studies in a journal affiliated to an international society of Cytology, gynaecology or oncology.
- 18) Certificate of calibration and inspection.
- 19) List of equipment available for providing calibration and routine maintenance support as per manufacturer documentation in service/technical manual.
- 20) Maintenance and technical quality control to be done by the service provider.
- 21) Equipment should be complete in all aspect to start working from day one including printing of results.
- 22) Should have authorized dealer/service centre in India.