Delhi State Health Mission,
A & B Wing, 6th Floor, Vikas Bhawan 2,
Civil Lines, Delhi-110054

Tender for: **Entering into Rate Contract *for Providing Fully Automated NAT Testing Facility (Individual Donor-NAT) on a reagent rental model (based on Cost per reportable test basis) including turnkey basis for 02 sites (ie. 1 for Lok Nayak Hospital (LNH) & 1 for Deen Dayal Upadhyay hospital (DDUH).***

Open E-Tender enquiry

Tender Fee – Free of Cost

Schedule to invitation of tender

1.	Tender Document download start date/ time	13/12/2024 from 05:00 PM
2.	Pre bid meeting	20/12/2024 at 11:00 AM
3.	Tender document submission start date/ time	23/12/2024 from 02:00 PM
4	Tender document download end date/ time	07/01/2025 at 02:00 PM
5.	Last date and time for receipt of bids	07/01/2025 at 02:00 PM
6.	Date and time for opening of tender	08/01/2025 at 11:00 AM

Validity of tenders: 180 days from date of opening.

On behalf of the Chairman, State Health Society, Delhi, MD, DSHM, the purchaser, e-Tenders are invited from established, reputed and experienced manufacturers or their authorized representatives agents/ distributors/ wholesalers for Entering into Rate Contract for Providing Fully Automated NAT Testing Facility (ID-NAT) on reagent rental model basis including turnkey for 02 sites (01 for LNH & 01 for DDUH) strictly subject to the terms and conditions notified in the tender document which is available on the official website www.dshm.delhi.gov.in, Health department website; www.https://health.delhi.gov.in and on e-procurement portal of GNCTD; https://govtprocurement.delhi.gov.in.

1. **List of Requirements:-**

List of items	Description
As per ANNEXURE-8	To enter into Rate Contract for Supply, install and maintain ***Fully Automated NAT Testing Facility (ID-NAT) and for*** supply of Reagents, Kits along with relevant control, calibrator, washing solution, Cleaning solution, Buffer solution, Sample cups, cuvettes, plastic ware, glassware or other consumables required to perform the tests as listed at Annexure-8 tests ***on a reagent rental model (based on Cost per reportable test basis) including turnkey basis for 02 sites (i.e. 1 for LNH & 1 for DDUH)***. The equip ment provided should be of latest model and technology. Payment to be made only for number of reportable test basis.

1. The Bidder registered on the tender site https://govtprocurement.delhi.gov.in will be eligible for e-tender. The non-registered bidders can get themselves registered by using the option available on tender site https://govtprocurement.delhi.gov.in. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from any authorized Certifying Authorities.
2. The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.
3. After downloading/ getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
4. Bidder must unconditionally accept all terms and conditions stipulated in the original/ downloaded tender document and submit/ upload the undertaking in this regard.
5. In case the date of opening of tenders is declared a holiday for unexpected reasons, the tenders shall be opened same time on the next working day.
6. Bidders are requested to see the tender site https://govtprocurement.delhi.gov.in once again before due date of submission for any probable corrigendum which could be uploaded subsequently against this tender.

MD, DSHM

I.IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE BIDDER(S):

(a)	Competent Authority/ Purchaser/ Indenter/ Consignee /Client		**Competent Authority:** Secretary (H&FW), GNCTD cum Chairman, State Health Society, DSHM, Delhi. **Purchaser/TIA**: MD, DSHM **Consignee**: 1) Blood Bank Officer through MD, Lok Nayak Hospital, New Delhi & 2) Blood Bank Officer through MD, DDU Hospital, New Delhi.
(b)	Inspection Authority		Designated Inspection Committee or Authority or any person nominated by MD of the concerned consignee for each site.
(c)	Name of Work		**Entering into Rate Contract *for Providing Fully Automated NAT Testing Facility (ID-NAT) on a reagent rental model (based on Cost per reportable test basis) including turnkey basis for 02 sites (ie. 1 for Lok Nayak Hospital (LNH) & 1 for Deen Dayal Upadhyay hospital (DDUH)***
(d)	Brief Scope of Work		1. To enter into Rate Contract for Supply, install and maintain ***Fully Automated NAT Testing Facility (ID-NAT)*** *and for* supply of Reagents, Kits along with relevant control, calibrator, washing solution, Cleaning solution, Buffer solution, Sample cups, cuvettes, plastic ware, glassware or other consumables required to perform the tests as listed at Annexure-8 tests ***on a reagent rental model (based on Cost per reportable test basis) including turnkey basis for 02 sites (i.e. 1 for LNH & 1 for DDUH)***. The equipment provided should be of latest model and technology. Payment to be made only for number of reportable test basis. 2. All the additional consumables to perform the entire above test on this System as per Annexure-8 (Technical Bid) which would be provided without any extra cost to Purchaser/ consignee/ GNCTD. 3. Incase name/ details of any items/ consumables required for undertaking aforesaid test found to be omitted/ not mentioned in the list, the same would also be required to be provided by the bidder/ supplier without any additional cost to the Institute/ Client in the requisite quantity required for satisfactorily performance of the test. 4. In Turnkey scope Vendor has to provide equipment, all consumables, civil & electrical installation & work and manpower for Sample Transportation and to perform the tests round the clock. Turn around time should be less than 24 hours from sample collection to report generation. 5. The firm will take out their equipment along with its accessories

			& consumables after completion of the contract and with the prior permission of the Consignee (s).
(e)	Store		1) Central Store, Lok Nayak Hospital (LNH), New Delhi. 2) Central Store, Deen Dayal Upadhayay Hospital (DDU), New Delhi
(f)	Delivery period		New ***Fully Automated NAT Testing Facility (ID-NAT)*** shall be supplied and commissioned by bidder ***on a reagent rental model (based on Cost per reportable test basis) including turnkey basis for 02 sites (1 for LNH & 1 for DDU) including all consumables, reagents etc.*** within 30 days of entering into rate contract/ from the date communication for the installation of the equipment.
(g)	Bid Security declaration		EMD of Rs. 7,60,000/- (i.e. 2% of the estimated contract value of Rs. 3,80,00,000/- for 38,000 tests) **OR** MSME registered Manufacturer claiming EMD exemption has to submit bid security declaration as per Annexure-10
(h)	Performance Security		5% of the contract value.

2.1Preparation of bids

The tender is to be submitted electronically on e-Tendering portal of Delhi Govt. (https://govtprocurement.delhi.gov.in). The bidder must upload documents which are legible, in pdf, appropriately named and duly signed by the bidder with the stamp of the firm on each page before uploading.

Following documents to be deposited in original by the tenderer in the office of SPMU, DSHM, B-Wing, 6th floor, Vikas Bhawan-II, Delhi-110054 on or before due date as per NIT upto 01:00PM

Envelope containing these documents must label NIT no. and the bidders details.

EMD/ Bid Security Declaration, All requisite undertakings/declaration (as per given annexure's) and Original Technical Literature/ Catalogues (duly Flagged).

2.2 Qualification/Eligibility Criteria

(i)Prequalification (PQ) Bid Cover

a) PQ Checklist as per Annexure-1
b) Authorization to sign the bid/ tender as per Annexure-2
c) Undertaking on non-judicial stamp paper of Rs.100/-for Terms &Conditions of this tender to be submitted in the format given at Annexure-3.
d) Average Annual Turnover during last three financial years should not less than of the 30% of the estimated contract Value. Bidder has to upload CA certified Trunover certificate.
e) Income Tax Return (ITR) of last three completed financial years.
f) Complete balance sheet along with profit and loss account.
g) PAN no.
h) GST registration.
i) EMD **OR** Bid security declaration as per Annexure 10.

(ii) Technical Bid Cover

a) Technical offer/ Bid as per Annexure- 8
b) Technical Compliance Statement to be submitted in the format given at Annexure-4 on the letterhead.
c) Additional information to be submitted as per Annexure-5 on the letterhead.
d) Offered Nucleic Acid amplification testing company must have proven installation base in India with market presence of at least 2 years & must have installation in at least 02 hospital based licensed blood centres in India having NAT modules similar or equivalent NAT system. If an upgraded version is quoted, then the service support must be available within Delhi/NCR. Tenderers should furnish a list of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals/ Institutions in India, in the last three years. Additionally, list of contact persons in the user list with their official contact details withphone numbers and email ids. must be provided.
e) Brochures, literature and catalogues etc.
f) Manufacturer's Authorization Letter, if any, to be submitted as per Annexure-6. (Either manufacturer or its only one authorized bidder may participate in this bid, Both manufacturer & authorized distributor can not participate simultaneously in this bid)

(iii)Price bid:

Tenderers should quote their prices in the Price schedule format (Financial bid-of the e-procurement system) as given under Annexure-9.

All columns shown in the price schedule must be filled up as required.

Section: III

3.1 Procedure for submittingTenders:

(a)	Pre-Qualification Bid (PQB)	**All the PQ documents must be uploaded on e-procurement portal. Further, Following documents to be deposited in original by the tenderer in the office of SPMU, DSHM, B-Wing, 6th floor, Vikas Bhawan-II, Delhi-110054 on or before due date as per NIT upto 01:00PM:-** **EMD/ Bid Security Declaration, All requisite undertakings/declaration (as per given annexure's) and Original Technical Literature/ Catalogues (duly Flagged).**
(b)	Technical Bid (TB)	**All the technical bid documents must be uploaded on e-procurement portal. Further, Following documents to be deposited in original by the Tenderer in the office of SPMU, DSHM, B-Wing, 6th floor, Vikas Bhawan-II, Delhi-110054 on or before due date as per NIT upto 01:00PM:-** **Original** Literature, Catalogues list of Installation**, All requisite undertakings/declaration (as per given annexure's) etc.**
(c)	Price Bid (PB)	Should be uploaded in the prescribed proforma on e-procurement site.

Please note that NO PRICES SHALL BE INDICATED in the Pre-qualification Bid or the Technical Bid otherwise the Bid will be rejected outright without any further correspondence.

3.2 Online Bid Part (A) should contain scanned copies (duly signed and stamped by Authorized signatory) of the following documents

(a) PQ Checklist as per Annexure-1
(b) Authorization to sign the bid/ tender as per Annexure-2

(c) Undertaking on non-judicial stamp paper of Rs.100/-for Terms &Conditions of this tender to be submitted in the format given at Annexure-3.

(d) Average Annual Turnover during last three financial years should not less than of the 30% of the estimated contract Value. Bidder has to upload CA certified Trunover certificate.

(e) Income Tax Return (ITR) of last three completed financial years.

(f) Complete balance sheet along with profit and loss account.

(g) PAN no.

(h) GST registration.

(i) EMD **OR** Bid security declaration as per Annexure 10.

3.3 Online Bid Part (B) should contain scanned copies (duly signed and stamped by Authorized signatory) **of the following documents**

a) Technical offer/ Bid as per Annexure- 8
b) Technical Compliance Statement to be submitted in the format given at Annexure-4 on the letterhead.
c) Additional information to be submitted as per Annexure-5 on the letterhead.
d) Offered Nucleic Acid amplification testing company must have proven installation base in India with market presence of at least 2 years & must have installation in at least 02 hospital based licensed blood centres in India having NAT modules similar or equivalent NAT system. If an upgraded version is quoted, then the service support must be available within Delhi/NCR. Tenderers should furnish a list of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals/ Institutions in India, in the last three years. Additionally, list of contact persons in the user list with their official contact details withphone numbers and email ids. must be provided.
e) Brochures, literature and catalogues etc.
f) Manufacturer's Authorization Letter, if any, to be submitted as per Annexure-6. (Either manufacturer or its only one authorized bidder may participate in this bid, Both manufacturer & authorized distributor can not participate simultaneously in this bid)

Note: Department will not be responsible for incomplete upload of document or document uploaded which is not readable. Bidder should ensure, required documents are uploaded properly and are legible.

The bidders has to offer the equipment in compliance of the technical specifications or items specified in the Tender Document to quote their bids, if any bidder is found to have offered the equipment deviating the technical specifications; his tender shall be rejected straight way without entertaining any correspondence in the matter.

Authorization to sign and submit the tenders: (As per Annexure-2)

An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the tender. The individual signing the tender or any other documents connected there with should clearly indicate his full name and designation and also specify whether heis signing,

a) As a sole proprietor of the concern or as an attorney of the soleproprietor;
b) As partner(s)of thefirm;
c) As Director, Manager or Secretary in case of the Limited Company duly authorized by the Board of Directors or in pursuance of the authority conferred by the Memorandum ofAssociation.
d) The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of thetender.

II. TAXES & DUTIES:-

i. No "FORM " for availing concessional rate of sales taxes will be issued by the Purchaser.

ii. The prices shall be inclusive of all taxes & duties leviable including GST and Entry tax etc. and the Purchaser shall not be liable for the same.

iii. The Purchaser shall be authorized to deduct any tax as applicable from time to time, from the Bidder.

iv. If any rates of tax are increased or decreased, a new tax is introduced, a existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the discharge of contract, which was or will be assessed on the bidder in connection with discharge of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction the reform as the case maybe.

III. TAX DEDUCTION AT SOURCE:-

Tax deduction at source shall be governed/deducted as per the prevailing rules.

IV. GENERAL TERMS & CONDITIONS:-

i. It shall be presumed that the terms & conditions mentioned in the tender document have been read understood and duly accepted entirely. The Bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in tender document.

ii. Telegraphic/ Telex/ Fax and letter head quotations are not acceptable and will be ignored.

iii. Furnishing of wrong information and false documents will make the Bidder ineligible for bidding and liable to be debarred/ blacklisted from participation in Tender enquiries/ Open Tenders/ Rate Contracts by Institute and/ or other Delhi Government's hospitals/ departments.

iv. The Bidder will have to furnish documents in support of the information given in the tender. Original documents shall be checked for verification as and when required.

v. In case of any attempt for cartelization by bidders with a view to hike up the prices, all bids will be rejected and the bidders will be blacklisted.

vi. The bidder shall be responsible to replace or repair the system immediately in case of any default in the system at his own cost.

vii. The NAT testing facility (ID-NAT) to perform test installed by the successful bidder under this contract shall remain installed and fully functional throughout the period of the contract. The System shall not be removed from the consignee(s) premises without the written and explicit permission from the client.

viii. The equipment should be newly manufactured one and not refurbished. Certificate for the same from the manufacturer should be provided that the equipment supplied is of latest version.

ix. All spares/ consumables/ accessories required for the installation and standardization of the system to be provided free of cost by the successful bidder.

x. If any required information/ documents are not submitted, then the bid of the concerned Bidder will be rejected and shall not be considered. No representation in this regard will be entertained.

xi. The bidders are expected to be present at the time of opening of tenders; however, the bids will be processed even when no bidder/ representative is present as per declared schedule.

xii. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address or on email IDs dshmlogistics@gmail.com OR dshmspm@gmail.com . In case, the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the corrigendum, if any at the tender site before due date of submission of bids.

xiii. "Where, despite repeated tender enquiries, sufficient bids have not been received in respect of Notice inviting Tender, the Director/ Tender Inviting Authority, with the prior approval of competent authority, for the reasons to be recorded in writing, can relax any of the tender clause relating to the qualification norms in the Interest of the Institute"

xiv. Vendor should indemnify the Government/purchaser/consignee(s) against the losses or damages arising to the vendor during the execution of contract.

xv. Correspondence: No further correspondence shall be entertained after opening of the Tenders.

xvi. **Price Negotiation:-**In exceptional circumstances negotiations can be undertaken but only with the prior approval of the Competent Authority, e.g., where there is no competition or where there is shortage of capacity or where the items/ stores required are known to be manufactured only by two or three firms. Such negotiations shall be conducted by Committee consisting of representatives of Indenter, Purchase, Finance and such other members Competent Authority may like to nominate. The lowest quoted technically qualified bidder/ bidders will be considered as L1 and called for negotiation, if required, to enter into the rate contract.

In exceptional cases, Post-Tender negotiations may be held with the bidder submitted the lowest technically suitable offer, if there is a scope for further price reduction.

V. EMD/BID SECURITY DECLARATION:-

Each tender must be accompanied by EMD of Rs. 7,60,000/- (i.e. 2% of the estimated contract value for 38,000 tests)

OR

MSE/MSME/NSIC registered Manufacturer claiming EMD exemption has to submit bid security declaration as per Annexure-10

VI PERFORMANCE SECURITY:-

i. The successful bidder shall furnish Performance **Security of an amount equal to 5% of the contract value** in the form of a Demand Draft/ Pay Order/ Bank Guarantee **(Strictly as per the format provided in the tender document)**/ FDR favoring "SHS Non NHM" and duly discharged in his favor in advance to ensure due performance of the contract within fifteen (15) days or earlier from the date of receipt of communication from the Institute informing "Acceptance of Bid".

ii. In case of Bank Guarantee, the same shall be established by a Scheduled Commercial Bank in India.

iii. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Rate Contract, including warranty period, if any.

iv. Failure of the bidder/ supplier to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the Contract and forfeiture of the Bid Security (EMD) or any other suitable action as deemed fit.

v. The Performance Security as mentioned in the sub-para (i) above shall be released after satisfactory completion of all rate contractual obligations (liabilities) + 60 days.

VII: <u>RATE CONTRACT (RC)</u>:-

a. The contract shall be valid for two years from the date of award of the tender, which is further extendable for one year on the same terms and conditions subject to satisfactory performance on annual basis **on with mutual consent**.

b. The bidder shall be required to supply all the additional consumables including but not limited to control, calibrator, washing solution, cleaning solution, Buffer solution, Sample cups, cuvettes, plastic ware, glass ware required for undertaking aforesaid test without any extra cost to purchaser/ consignee(s).

c. In case name/ details of any items/ consumables required for undertaking aforesaid test found to be omitted/ not mentioned in the list, the same would also be required to be provided by the bidder/ supplier without any additional cost to the Institute in the requisite quantity required for satisfactorily performance of the test.

d. The Rate Contract will be governed by the Terms & Conditions laid down in Tender Document, Annexure appended to it and as mentioned elsewhere in the Tender Document.

e. **Fall Clause: -** If at any time the supplier reduces the sale price of the items covered under this tender enquiry, to any organization (including the purchaser of any hospital/ department of the Govt. of N.C.T of Delhi) at a price lower than the price quoted under this contract, he shall forth with pass on such reduction to the purchaser and the price payable under this tender for the **CONTRACTED ITEMS** supplied after the date of coming into force of such reduction, the price of such

CONTRACTED ITEMS shall stand correspondingly reduced.

g. The bidder will intimate the **MD, DSHM OR SPMU, DSHM, B-Wing, 6th floor, Vikas Bhawan-II, Delhi-110054** of reduced rates immediately and will charge reduced rates instead of rates quoted.

h. In case any discrepancy arose in the Bill due to miscalculation etc., the Bidder shall be liable to pay back the excess amount on this account, even after completion of the Contract period.

VIII: INSTALLATION OF THE EQUIPMENT/ DELIVERY OF STORES:-

A. INSTALLATION OF THE EQUIPMENT

i. The successful Bidder shall be absolutely responsive for the supply and installation of the "Fully Automated NAT Testing Facility (ID-NAT), Qty. =2 nos. (1 at Lok Nayak Hospital, New Delhi and 01 at DDU Hospital, New Delhi) and shall be responsible for any defect, damage or shortage found on such inspection.

ii. The equipment should be newly manufactured one and not refurbished. Certificate for the same from the manufacturer should be provided that the equipment supplied is of latest version.

iii. The equipment shall be installed and maintained in fully functional state throughout the contract period by the Successful Bidder and shall not be removed from the consignee(s) premises without the written and explicit permission of the client.

iv. All spares/ consumables/ accessories required for the installation and standardization of the system to be provided free of cost by the successful bidder.

v. Calibration and validation of the equipment will be done by the bidder free of cost.

vi. Training to the Consignee(s) staff shall be provided by the successful bidder.

B. DELIVERY OF STORES

vii. The successful Bidder shall be absolutely responsive for the supply of the kits/ reagent still the consignee(s) site. Immediately on delivery kits/ reagents at the destination of

the purchaser, the receiving department shall arrange inspection of the same and successful bidder shall be responsible for any defect, damage or shortage found on such inspection.

IX: REMOVAL OF REJECTED AND REPLACEMENT.

i. Stores supplied are subject to inspection and acceptance and the Bidder/ supplier should collect/replace the rejected stores at his cost and risk.

ii. If upon delivery, whether inspected and approved earlier or otherwise, the stores do not conform to the approved specifications of the samples, shall be rejected by the Purchaser or his duly authorized representative and notice to this effect will be issued to the Bidder/ Supplier normally within 7 days from the date of inspection of stores at site.

Iii The bidder/ supplier shall arrange for removal of the rejected item(s) within 7 days from the date of the said notice. In the event, the Bidder/ Supplier fails to lift the materials within the said 7 days, the Purchaser shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and procure such stores from any other sources at the risk and costs of the bidder. All expense/ loss incurred in this behalf shall be recoverable from the bidder/ supplier.

X. FORCE MAJEURE:-

"Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or the Bidder/ Supplier, as the case maybe, and which is unavoidable notwithstanding the reasonable care of the party affected.

If either party is prevented, hindered or delayed from in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days of the occurrence of such event.

No delay or non performance by either party here to caused by the occurrence of any event of Force Majeure shall constitute a default or the breach of the contract to give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non performance is caused by the occurrence of an event of Force Majeure.

XI. RISK PURCHASE:-

In the event of the Bidder/ Supplier's failure to supply the ordered stores of acceptable quality in scheduled delivery period, or the services as per the contract the purchaser reserves the right to procure the ordered stores from any other source at the Bidder/ Supplier's risk and cost and all expenses and losses incurred by purchaser in this regard shall be borne by the Bidder/ Supplier. Further, the purchaser shall retain the right to recover the same from the running bills of the bidder and or any other action (s) as deemed fit.

XII. PAYMENT TERMS:-

Payment will be made on the basis of cost per reportable test of individual parameter on monthly basis after due verification from the concerned blood centre/laboratory in-charge and MD of LNH & DDUH. Bills to be submitted by the firm on monthly basis for verification to the concerned consignee(s) and after due verification, bill will be sent by the consignee in the expenditure file to the SPO (State Blood Cell) for making the payment through DSHM with the approval of competent authority as per financial delegation of State Health Society from the allocated fund as per FMR code HSS.2 at s.no. 156.

XIII. JURISDICTION:-

Not with standing any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Delhi/ New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s)and/or proceeding(s) to the exclusion of all other Courts.

XIV. ARBITRATION:-

All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision where of is otherwise, herein before provided for) shall be referred for arbitration. A sole arbitrator shall be appointed for arbitration who shall be nominated by the Lt. Governor, Govt. of NCT of Delhi. The award of the arbitrator so appointed shall be final and binding on both the parties.

The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Delhi, India.

XV. NOTICES:-

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative Of the Party to whom the communication is addressed, or when sent by speed post, email, or facsimile to such Party i.e. the Purchaser or Bidder.

XVI. TERMINATION:-

The Purchaser may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Bidder/ Supplier, to be given after the occurrence of any of the events specified in paragraphs (i) to (v) of this Clause and sixty (60) days' in the case of the event referred to in (vi)below:-

i. If the Bidder/ Supplier does not supply the ordered items within the stipulated time period.

ii. A failure in the performance of the obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;

iii. If the Bidder/ Supplier becomes insolvent or bankrupt;

iv. If as a result of Force Majeure, the Bidder/ Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60)days.

v. If the Bidder/ Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing or in executing the Contract.

vi. If the Purchaser, at its sole discretion, decides to terminate this Contract.

XVII. EXCLUSIVE RIGHT OF THE COMPETENT AUTHORITY.

The Competent Authority has full and exclusive right to accept or reject any bid or tender

and/ or withdraw the Purchase Order without assigning any reasons, whatsoever.

Additional Terms & conditions:

Tender's Name- Entering into Rate Contract *for Providing Fully Automated NAT Testing Facility (ID-NAT) on a reagent rental model (based on Cost per reportable test basis) including turnkey basis for 02 sites (ie. 1 for Lok Nayak Hospital (LNH) & 1 for Deen Dayal Upadhyay hospital (DDUH).*

Description of the item: -

S. No	TEST	APPROX ANNUAL TEST LOAD
1	***Fully Automated NAT Testing Facility (ID-NAT) on a reagent rental model (based on Cost per reportable test basis) including turnkey basis for 02 sites.***	Total approx. 38,000 tests at 02 sites.

Note: The above-mentioned annual quantity is indicative only and the same may be decreased or increased. The testing will be done as per actual need basis. The payment will be made only for reportable tests on actual basis.

Specific Terms and Conditions

1. The successful bidders will have to enter into a contract for a period of two years and renewable on same terms & conditions upto one more year or till finalization of fresh tender on the basis of satisfactory performance and mutual consent. The firm has to provide comprehensive turnkey with a reagent rental services and in the scope, the firm has to arrange for transportation of samples from various blood centers/hospital/health centers under Delhi Govt. situated in Delhi to the testing facility centers i.e. LNH & DDUH. The firm has to place the Fully Automated NAT system as per approved specifications on both the location and has to provide the kits, reagents, QC & Calibration etc. required to run the desired tests.
2. The system(s) supplied by the bidder for the performance of the above tests should meet the **duly approved specification(s) as per Annexure-A.**
3. It will be responsibility of the vendor that System and its accessories, if any, are provided with Pest control devices.

4. The supplied equipment will be maintained by the vendor during the validity of contract at no additional cost. The vendor will also make appropriate modifications/ changes in the laboratory including temperature maintenance as per the requirement of equipment and test methodology.

5. In pursuance to the above clause the vendor will have sole responsibility for repair, supply and replacement of spares and consumables required for the smooth and uninterrupted functioning of the

above equipment, free of cost.

6. For the financial bid the rate should be quoted **"Cost per Reportable Test (CPRT)"**. Cost/reportable test includes all expenses e.g. instrument placement cost including civil, electrical and site modification, maintenance cost, cost of consumables, non-consumables and spares (essential and others), sample transportation, cost of reagent, wash solution, calibrator, reputed third party control, (calibrator and control), repeat test, as well as integration into existing LIS/HIMS etc**.** Calculation of CPRT to be done considering all factors including installation and commissioning on turnkey basis.

7. The vendor shall be responsible for any invalid test or test failure if occurs due to calibrator, reagents, system failure and other instrumental or software failure and equipment spares shall be replaced at no cost. **Payment for invalid test will not be done**.

8. Cost per reportable test will be frozen for 2 years from the date of functioning of the system which can be extended further for 1 more years **on same terms & conditions with mutual consent**. However, there will be annual review of the performance of the service for continuation of the contract.

9. It is mandatory for the approved firm to deposit performance guarantee equal to 5% of total contract value. It should be valid for 2 years + 2 month extra time and in case of extension of contract, the validity of performance security to be extended accordingly.

10. Latest brand new equipment should be provided not refurbished. A certificate stating the same should be provided.

11. The firm has to demonstrate their offered equipment/items before the technical evaluation committee for technical evaluation upon receipt of communication from the hospital.

12. Free onsite training to the Doctors, Scientists and technicians to be provided in the concerned lab of consignee(s).

Method of Tender evaluation and Price Comparison:

1. The quotation will be invited for cost/reportable test for all above-mentioned parameters to be given separately. The firm must quote the rates for cost per reportable test considering the scope for providing equipment, the complete set of all routine tests including start up and shut down consumption of reagents required by the system. The L-1 will be decided as per cost per valid reportable test performed, considering the present annual blood donation of 38,000 tests. No

extra payment for control, calibrator, confirmatory test, run failure, etc. will be paid by the hospital.

2. Furnishing evidence of cost/reportable test from any existing user is encouraged.
3. In case of tie of L-1 rates for more than 01 bidder, then bidder will be selected on the basis of highest Annual Average Turnover during last three financial years as per turnover certificate submitted by the bidder in PQ bid.

Mode of Payment:-

Payment will be made on the basis of cost per reportable test of individual parameter on monthly basis after due verification from the concerned blood centre/laboratory in-charge and MD of LNH & DDUH.

Penalty Clause:

1) In case of breakdown of the equipment, the firm has to arrange for repair within 24 hours from the receipt of complaint through telephonic/email or any other mode, failure to do so, a penalty of Rs. 10,000/- per day will be imposed on the firm. In addition to this, it is a responsibility of the vendor to get the sample tests done from any other lab having similar equipment at the approved rates, otherwise, hospital reserves the right to get the test done from any other laboratory in the open market and difference amount than the approved rates will be recovered from the firm as penalty.

   In case of absence of sample transport staff/non-transportation of sample same day, then a penalty of Rs. 1,000/- will be imposed on each occasion for each site.

   Total penalty should not exceed 10% of the total contract value.

Annexure-A

Single/ Integrated unit (during ongoing process urgent single sample can be uploaded)

Technical Specifications:

S.No	Descriptions
	Fully Automated NAT Testing Facility (ID-NAT)
1	Individual donor (ID) NAT system of latest model must be a modular fully automated integrated compact and **a single walk-away system ensuring no manual interference required from the point of sample loading to report generation.** The system must have a throughput of minimum 130 samples in 8 hours or at least 200 samples in 12 hours on a single walkaway system in a single run with run time.
2	Test assay must be able to detect HIV 1& 2, HBV and HCV in Donor Nucleic acid testing format in initial screening as well as repeat testing by using Real Time Polymerase Chain Reaction (RT-PCR)/Transcription Medicated Amplification (TMA) based method. Test system should be Individual donor testing system.
3	Amplification process must not be inhibited by commonly used anticoagulants in blood banks.
4	System must perform automated nucleic acid target capture or nucleic acid extraction, amplification, and detection in closed tubes format to minimize manual handling to zero (0) and any chances of contamination.
5	The automation system should provide the following feature and must provide documentary evidence that it can achieved: a. positive sample identification with barcode scanning. b. Manual entry of sample ID's c. System should have facility to prevent crossover and cross contamination from products of previous cycles/runs. d. Leaks, fibrin clots and bubbles during aspiration and dispense cycles, and samples and reagents can be detected and documented. e. True level sensing or insufficient volume detection for sample and reagents should be detected and documented.

6	Individual donor test assay to detect HIV 1&2, HBV and HCV in plasma by running Nucleic Acid Amplification test.
7	The system should be able to detect accurately the following viral markers a. HIV-1 (all HIV variants including subtypes), HIV-2 (all HIV variants including subtypes) and HIV-1 Dual target detection (two separate region of HIV-1 genome). b. HCV genotype 1,2,3,4,5 and 6. c. HBV genotype A,B,C,D,E,F,G,H and pre-coated mutants. d. The system should be stable & capable of detecting hepatitis B virus deoxyribonucleic acid (HBV DNA), human immunodeficiency virus (HIV-1 RNA) & (HIV-2 RNA) and hepatitis C virus ribonucleic acids (HCV RNA) in human plasma or serum in single unit blood donation.
8	The sensitivity of assay at 95% LOD should be at least: a. HIV-1 :18 IU/ml b. HIV-2 :4 IU/ ml b. HCV :3 IU/ml c. HBV :1.4 IU/ml
9	The bidder is required to provide proven data on analytical sensitivity, specificity, reproducibility, repeatability and other relevant parameter of assay performance. Analytical sensitivity of assay run on the system should be equivalent or better than 95%. Detection limit for routine testing should be as pr regulatory guidelines. The specificity of the test must be 99.9%.
10	Calibrator should be provided and should be stable at ambient temperature.
11	The system must perform continuous processing of samples and continuous access of results with random access capability.
12	The system must have built-in process controls for sample and results integrity.
13	The system must have full sample traceability with positive sample identification through barcode and manual options.
14	Donor nucleic acid amplification testing procedure must be validated for highest available accuracy and precision of detection of HBV, HCV and HIV 1&2 Nucleic acid donor plasma or serum. System should have CDSCO/CE-IVD/Council of Europe certification/US-FDA certification
15	Any future improvement in hardware, software or version of kits of the tests will be provided free of cost to the department by the company (cost will have to be borne by the company).

16	Invalid test results will not be charged by the firm and in such case the firm has to bear the cost of tests and the kits as well.
17	The unit shall be capable of being stored continuously in ambient temperature of 0-50 degree Celsius and relative humidity of 15-90%.
18	Test kits must consist of ready-to-use reagents and chemicals necessary for the whole nucleic acid amplification testing procedure. Each kit contains positive and negative calibrators, internal control samples, primers, probes, enzymes, reagents buffers and all other reagents needed for the target capture, amplification and detection of HBV DNA, HCV RNA and HIV RNA.
19	Any Civil, Electrical, HVAC, internet & telephone related modification,(if required for installation of any of the offered item would be the responsibility of the bidder. The hospital will provide the adequate space to the firm for installation of the equipment.
20	The bidder are required to visit the site and conduct a detailed assessment with regard to any Civil, Electrical, HVAC, changes required in Blood bank area as per the tender requirements.
21	The vendor should provide the infrastructure required to make the equipment and lab functional. Furniture (vibration free granite top table to keep the instrument, working table set etc.) should be provided by bidder.
22	Voltage corrector/stabilizer of appropriate rating meeting ISI specifications, if required, to be provided. Should provide compatible UPS with maintenance free batteries with 5 years warranty for a minimum two and half hour backup.
23	The equipment must be able to run on the existing electrical provision. Any additional electrical requirement for the equipment must be supplied by the firm. The power inputs to be 220-240AC, 50Hz fitted with Indian plug.
24	Original literature pertaining to the equipment should be submitted.
25	Regular yearly calibration of the equipment to be provided by the company through GOI certified calibrating authority.
26	User/Technical/Maintenance manuals to be supplied in English.
27	Compatible printer should be provided with the system for the printing of the results.

28	Equipment should have facility for bidirectional connection with LIS/HIS.
29	Bidder should provide a backup facility with machine of same/upper version to ensure uninterrupted work during breakdown, maintenance or any other scenario when one machine is off.
30	Offered Nucleic Acid amplification testing company must have proven installation base in India with market presence of at least 2 years & must have installation in at least 02 hospital based licensed blood centres in India having NAT modules similar or equivalent NAT system, if upgraded version is quoted in India. The service support must be available within Delhi/NCR.
31	List of users to be provided. Satisfactory after sales service and equipment maintenance must be provided from the user department where the particular model quoted has been installed. The certificate to the effect must have been issued during the last one year.
32	Demonstration of the equipment should be provided for technical evaluation.
33	The supplier should provide the test kits and consumables needed to run 1000(one thousand tests) for validation and test trial run.
34	The system must have a throughput of minimum 130 samples in 8 hours or at least 200 samples in 12 hours on a single walkaway system in a single run with run time (detection and discrimination).
35	Complete protocol for validation of the system in relation to Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ) should be provided

ANNEXURE- 1

Pre-Qualification Bid Check List

TenderEnquiryNo._____ Due forOperation _____

Note: Tenderers must ensure that the following lists of documents are submitted along with pre- Qualification Bid. Failure to submit any one of the following documents shall render the Bid disqualification.

Annexure No.	Documents	Yes	No
1.	EMD **OR** Bid Security Declaration (as per annexure- 10)		
2.	Copy of latest IT Return, PAN number & GST No.		
3.	Authorization to sign the bid/ tender as per Annexure-2		
4.	Undertaking on non-judicial stamp paper of Rs.100/-for Terms &Conditions of this tender to be submitted in the format given at Annexure-3		

Signature of the

Tenderer Name & Address

with Stamp

For Office Use Only

Tender (PQB) Accepted/Rejected for further processing

- Tender rejected (Reasons for rejection.....)

Date: Signature

Annexure-2

Authorization Letter to sign the tender document

(To be submitted on the letterhead)

Yoursfaithfully,

……
……

……

[Signature with date, name and designation] for and on behalf of Messrs……

[Name & address & seal of the Tenderer]

ANNEXURE- 3

UNDERTAKING

(TO BE SUBMITTED ON Rs. 100/- Stamp Paper)

Tender Enquiry No.____Due for Opening on_____

Sir,

I/We_____hereby declarethat:-

1. I/we am/are the manufacturers/authorized agents/Distributorsof_____
2. I/we do Accept / Agree for the All clauses including service maintenance and Payment Terms & Conditions of this TenderEnquiry.
3. I/we do hereby confirm that the prices/Rates quoted are fixed and are at per with the prices quoted by me/us to any other Govt. of India/ Govt. of NCT Delhi Hospitals/ Medical Institutions. I/we also offer to supply the stores at the prices and rates not exceeding those mentioned in the priceBid.
4. I/we agree to abide by me/our offer for a period of 120 days from the date of opening of the Tender.
5. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories / spares as and whenrequired.
6. I/we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. In the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/Equipment and have provided written confirmation for the same.
7. I/we shall not dispatch the stores without confirmation from the hospital regarding the availability of CDEC/NMIC etc. Failing which the demurrage changes incurred in clearance of the consignment shall be borne by me/us.
8. I/we shall provide assistance to the consignee in clearance and delivery of stores at consignee's stores/ promises.
9. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required document in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. Shall be borne by me/ us.
10. I/we have carefully read and understood all the terms and conditions of the Tender and shall abide by them.
11. I/we undertake to get the Equipment's repaired within the stipulate time period as per terms & condition of the tender.

Signature of the witness
Name & Address

Signature of the Tenderer
Name & Address withSeal

Dated:

Annexure- 4

Compliance Statement

TABLE-A- COMPLIANCE STATEMENT OF THE EQUIPMENT TO BE SUPPLIED

S.No	Descriptions	Compliance (Yes/No.)	Deviations(In unambiguous terms)
	NAT Testing Facility (ID-NAT)		
1	Individual donor (ID) NAT system of latest model must be a modular fully automated integrated compact and **a single walk-away system ensuring no manual interference required from the point of sample loading to report generation.** The system must have a throughput of minimum 130 samples in 8 hours or at least 200 samples in 12 hours on a single walkaway system in a single run with run time.		
2	Test assay must be able to detect HIV 1& 2, HBV and HCV in Donor Nucleic acid testing format in initial screening as well as repeat testing by using Real Time Polymerase Chain Reaction (RT- PCR)/Transcription Medicated Amplification (TMA) based method. Test system should be Individual donor testing system.		
3	Amplification process must not be inhibited by commonly used anticoagulants in blood banks.		
4	System must perform automated nucleic acid target capture or nucleic acid extraction, amplification, and detection in closed tubes format to minimize manual handling to zero (0) and any chances of contamination.		
5	The automation system should provide the following feature and must provide documentary evidence that it can achieved: a. positive sample identification with barcode scanning. b. Manual entry of sample ID's c. System should have facility to prevent crossover and cross contamination from products of previous cycles/runs. d. Leaks, fibrin clots and bubbles during aspiration and dispense cycles, and samples and reagents can be detected and documented. e. True level sensing or insufficient volume detection for sample and reagents should be detected and documented.		
6	Individual donor test assay to detect HIV 1&2, HBV and HCV in plasma by running Nucleic Acid Amplification test.		

7	The system should be able to detect accurately the following viral markers a. HIV-1 (all HIV variants including subtypes), HIV-2 (all HIV variants including subtypes) and HIV-1 Dual target detection (two separate region of HIV-1 genome). b. HCV genotype 1,2,3,4,5 and 6. c. HBV genotype A,B,C,D,E,F,G,H and pre-coated mutants. d. The system should be stable & capable of detecting hepatitis B virus deoxyribonucleic acid (HBV DNA), human immunodeficiency virus (HIV-1 RNA) & (HIV-2 RNA) and hepatitis C virus ribonucleic acids (HCV RNA) in human plasma or serum in single unitblood donation.		
8	The sensitivity of assay at 95% LOD should be at least: a. HIV-1 :18 IU/ml b. HIV-2 :4 IU/ ml b. HCV :3 IU/ml c. HBV :1.4 IU/ml		
9	The bidder is required to provide proven data on analytical sensitivity, specificity, reproducibility, repeatability and other relevant parameter of assay performance. Analytical sensitivity of assay run on the system should be equivalent or better than 95%. Detection limit for routine testing should be as pr regulatory guidelines. The specificity of the test must be 99.9%.		
10	Calibrator should be provided and should be stable at ambient temperature.		
11	The system must perform continuous processing of samples and continuous access of results with random access capability.		
12	The system must have built-in process controls for sample and results integrity.		
13	The system must have full sample traceability with positive sample identification through barcode and manual options.		
14	Donor nucleic acid amplification testing procedure must be validated for highest available accuracy and precision of detection of HBV, HCV and HIV 1&2 Nucleic acid donor plasma or serum. System should have CDSCO/CE-IVD/Council of Europe certification/US-FDA certification		
15	Any future improvement in hardware, software or version of kits of the tests will be provided free of cost to the department by the company (cost will have to be borne by the company).		
16	Invalid test results will not be charged by the firm and in such case the firm has to bear the cost of tests and the kits as well.		

17	The unit shall be capable of being stored continuously in ambient temperature of 0-50 degree Celsius and relative humidity of 15-90%.		
18	Test kits must consist of ready-to-use reagents and chemicals necessary for the whole nucleic acid amplification testing procedure. Each kit contains positive and negative calibrators, internal control samples, primers, probes, enzymes, reagents buffers and all other reagents needed for the target capture, amplification and detection of HBV DNA, HCV RNA and HIV RNA.		
19	Any Civil, Electrical, HVAC, internet & telephone related modification,(if required for installation of any of the offered item would be the responsibility of the bidder. The hospital will provide the adequate space to the firm for installation of the equipment.		
20	The bidder are required to visit the site and conduct a detailed assessment with regard to any Civil, Electrical, HVAC, changes required in Blood bank area as per the tender requirements.		
21	The vendor should provide the infrastructure required to make the equipment and lab functional. Furniture (vibration free granite top table to keep the instrument, working table set etc.) should be provided by bidder.		
22	Voltage corrector/stabilizer of appropriate rating meeting ISI specifications, if required, to be provided. Should provide compatible UPS with maintenance free batteries with 5 years warranty for a minimum two and half hour backup.		
23	The equipment must be able to run on the existing electrical provision. Any additional electrical requirement for the equipment must be supplied by the firm. The power inputs to be 220-240AC, 50Hz fitted with Indian plug.		
24	Original literature pertaining to the equipment should be submitted.		
25	Regular yearly calibration of the equipment to be provided by the company through GOI certified calibrating authority.		
26	User/Technical/Maintenance manuals to be supplied in English.		
27	Compatible printer should be provided with the system for the printing of the results.		
28	Equipment should have facility for bidirectional connection with LIS/HIS.		

29	Bidder should provide a backup facility with machine of same/upper version to ensure uninterrupted work during breakdown, maintenance or any other scenario when one machine is off.		
30	Offered Nucleic Acid amplification testing company must have proven installation base in India with market presence of at least 2 years & must have installation in at least 02 hospital based licensed blood centres in India having NAT modules similar or equivalent NAT system, if upgraded version is quoted in India. The service support must be available within Delhi/NCR.		
31	List of users to be provided. Satisfactory after sales service and equipment maintenance must be provided from the user department where the particular model quoted has been installed. The certificate to the effect must have been issued during the last one year.		
32	Demonstration of the equipment should be provided for technical evaluation.		
33	The supplier should provide the test kits and consumables needed to run 1000(one thousand tests) for validation and test trial run.		
34	The system must have a throughput of minimum 130 samples in 8 hours or at least 200 samples in 12 hours on a single walkaway system in a single run with run time (detection and discrimination).		
35	Complete protocol for validation of the system in relation to Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ) should be provided		

TABLE-B- COMPLIANCE STATEMENT OF THE REAGENTS/KITS TO BE USED IN THE QUOTED EQUIPMENT.

S. No	TEST	DETECTION METHOD	Compliance (Yes/No.)	Deviations (In unambiguous terms)
1				
2				
3				

1. **To Supply install and maintain Advance NAT testing facility (ID-NAT) in the** consignee(s) **Premises at no cost to the** purchaser/ consignee(s)**, as per the Technical Specification provided in the Technical Bid (Annexure-8).**

2. **For undertaking Tests on the NAT testing facility (ID-NAT), Laboratory Reagents, Kits as per Purchase orders (As and when required).**

3. **To supply relevant control, calibrator, washing solution, cleaning solution, Buffer solution, Sample cups, cuvettes, plastic ware, glassware or other consumables required to perform the aforesaid tests at no cost to** consignee(s)**.**

This will also include delivery at site, unloading, installation, storage and all services associated with delivery. The successful bidder will assume full responsibility of the complete supply of stores and installation of the system until its final acceptance by the client.

It is to certify that the offered products meet the requirement of the purchaser and fully compatible with the system proposed to be installed by us.

Signature of the Bidder
Name and Address with seal

Annexure-5

Additional Information

1. Tender Enquiry No._____Due for Opening On_____

2. Brand of Stores offered:----------

3. Name & Address of the Manufacturer:----------

4. Station of Manufacturer:----------

5. Gross weight of the offered consignment (Kgs):----------

6. Name& Address of Tenderer/Indian Agent----------
7. **E mail ID forcorrespondence**.....
8. Name & Address of Local ServiceStation/ Maintenance branch of the Tenderer/India Agent:----------

9. Status:
   (i) Indicate whether you are LSU orSSI

   (ii) If you are a small scale unit registered with NSIC, whether you have attached a photocopy of the RegistrationCertificate?

10. Pleaseindicate
    Name & address of your Banker

11. Please furnish details of Equipment Quality Control (QC Test reportetc.)

12. Business Name and constitution of the firm. Is the firm registeredunder
    (i) The Indian companies Act.1956
    (ii) The Indian Partnership Act1932
    (iii) Any act, if not who are the owners
    (Please give full Names andAddress)

13. Whether the tendering firm is/are
    (i) Manufacturer
    (ii) Manufacturers Authorizedagent

Note:- If you are a manufacturer's Agent, please enclose a copy of manufacturers Authorization along with the Tender

Sign and seal of the firm

S

14. The stores offered are Manufacturer in India, please state whether all the Raw Materials, components etc. Used in their manufacturer are also produced in India. If not give details of materials, components etc. That is imported. A break up of the indigenous and Imported components together with their value and proportion if bears to total value of the stores should also begiven.

15. Please indicate the stock in hand at presenttime

    (a) Held by you against thisenquiry:_____

    (b) Hold by M/s_____over which you have a pre tender agreement

16. Do you agree to sole arbitration by an officer in the department of Law to be appointed as Arbitrator by the Secretary (Health & Family Welfare)? (It should be noted that omission to answer the above question will be deemed as an acceptance of theclause).

17. For partnership firm state whether they are registered or not registered under Indian Partnership Act, 1932 should the answer to this question by a partnership firm be in the affirmative please satefurther.

(i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner has agreed thetender.

(ii) If the answer to (i) is in the negative, whether there is any general powerofattorney .....by all the partners of the firm authorizing the partner who has signedthe tenderto .....Dispute concerning business of the partnership to arbitration.

(iii) Whether you possess the requesting license for manufacturer of the stores and / or for the procurement for raw materials belonging to any controlled category required for the manufacturer of the stores? In the absence of any reply it would be assured that if license is required for the purpose raw materials and / or that you possess that requiredlicense.

18. State whether business dealing with you has been banned by any Central/ State Government organizations?

Signature of Witness Signature of Tenderer

Annexure- 6

Manufacturer's Authorization Letter
(To be submitted on the manufacturer's letter head)

MANUFACTURER'S AUTHORISATION FORM

To,

MD,

DSHM

Dear Sir,

Ref: Your Tender ID No_____dated_____

We,_____who are proven and reputablemanufacturers

of_____(*name and description of the goods offered in the tender*) having factories at_____, hereby authorize Messrs_____(*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):

_____*(pleaseprovidereason here).*

We further confirm that no supplier or firm or individual other than Messrs.

_____(*nameandaddressoftheaboveagent*)isauthorizedtosubmita tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per the terms of the tender document, read with modification, if any, for the goods and services offered for supply by the above firm against this tender.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

Yoursfaithfully,

[*Signature with date, name and designation*]

For and on behalf of Messrs_____

[*Name & address of the manufacturers*]

Note:1.This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter shall be submitted at the time of signing the contract; scanned copy to be uploaded at the e-procurement site.

3. Manufacturer is solely responsible for providing the continuing warranty/ CMC service for the approved stipulated period.

Annexure-7- Bank Guarantee Form for Performance Security (in Indian Rupees only)

_____[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary:_____[insert : Name and Address of the Dept.] Date:_____

PERFORMANCE GUARANTEE No.:_____

WHEREAS……(name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no……dated ……to supply (description of goods and services) (herein after called "thecontract").

AND WHEREAS it has been stipulated by you in the contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, 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 contractor 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 specifiedtherein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand. 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 contractor shall in any way release us from any liability under this guarantee and we herebywaive notice of any such change, addition or modification.

We undertake to pay to Delhi State Health Mission up to the above amount upon receipt of its first written demand, without the having to substantiate its demand.

This guarantee will remain in force for a period as per terms & condition of the tender ID No……

(Signature of the authorized officer of the Bank)

……

Name and designation of the officer

…….

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

ANNEXURE-8

Technical BID

Name, make, model and technical specification/ details of the Fully Automated Immunoassay Analyzer offered on reagent rental basis supplied, installed and maintained in the Consignee(s) Laboratory by the supplier at no cost to the Institute.

Table:-1

S.No	Name of the Items	HSN Code Number	Name of the Offered Product	Make	Model Number	Specifications
1	NAT Testing Facility (ID-NAT) as per defined specifications					

Specification of reagents

Table:- 2.

Technical details of Reagents/ Kits for entering into Rate Contract on reagent rental contract basis.

S.No.	Descriptions	HSN Code Number	Name of the Offered Product	Catalogue No.	Pack Size
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

14					
15					
16					
17					
18					

No price is to be mentioned in this Table.

Table:-3

List of items required to the perform tests as per table-2 above including but not restricted to control, calibrator, washing solution, cleaning solution, Buffer solution, Sample cups, cuvettes, plastic ware, glassware or other consumables which shall be provided by bidder at no cost to the Purchaser/ consignee(s).

S.No.	Name of Tests	HSN Code Number	Name of the offered Product	Catalogue No.	Pack size
1					
2					

I accept to supply the above mentioned items to concerned consignee (s) exactly as per the above specifications.

Signature of the Bidder
Name & Address with Stamp

ANNEXURE-9

PRICE BID

Tender's Name-**Entering into Rate Contract** ***for Providing NAT Testing Facility (ID-NAT) on turnkey/reagent rental basis for 02 sites (1 for LNH & 1 for DDU)*****.**

Qty.:-As and when required during Rate Contract period

(Bidders should quote "destination price" i.e. at consignee(s), New Delhi inclusive of all statutory taxes i.e. GST, Insurance, forwarding charges, packaging and handling charges, third party expenses and all other charges etc. in the prescribed format only.)

S.No.	Descriptions Of Tests	Approximate Number of tests to be conducted during the initial 1 year	Rate Per reportable test (Without GST) In Rs	%GST	Final Rate Per reportable test (Including GST) in Rs.	Total amount during contract (Including GST)
A	B	C	D	E	F	G = C x F
1	NAT Testing **Reportable Test (CPRT)**	38000				

Note: L1 bidder will be selected on the basis of grand total of price quoted in column 'G'

II. PRICE BID:-

(a) The Price Bids must be submitted in the prescribed format in the e-Tender Module (**ANNEXURE-9**) and nowhere else**.**

i. ***PLEASE NOTE THAT NO PRICES SHALL BE INDICATED IN THE PQ OR TECHNICAL BID OTHERWISE, THE BID WILL BE REJECTED OUTRIGHTLY WITHOUT ANY FURTHER CORRESPONDENCE**

ii. For the financial bid the rate should be quoted **"Cost per Reportable Test (CPRT)".** Cost/reportable test includes all expenses e.g. instrument placement cost including civil, electrical and site modification, maintenance cost, cost of consumables, non-consumables and spares (essential and others), sample transportation, cost of reagent, wash solution, calibrator, reputed third party control, (calibrator and control), repeat test, as well as integration into existing LIS/HIMS etc. Calculation of CPRT to be done considering all factors including installation and commissioning on turnkey

basis.

iii. The vendor shall be responsible for any invalid test or test failure if occurs due to calibrator, reagents, system failure and other instrumental or software failure and equipment spares shall be replaced at no cost. Payment for invalid test will not be done.

iv. Cost/reportable test will be frozen for 2 years from the date of functioning of the system which can be extended further for 1 more years on same terms & conditions with mutual consent. However, there will be annual review of the performance of the service for continuation of the contract Discount, if any, should be clearly spelt out in words and figures. Conditional discount/ Quantity Discount, Cash Discount will not be considered for tender evaluation purpose. Discount to be given on basic price only.

v. The Purchaser reserves the right of giving purchase/ price preference to the offers from Public Sector Undertakings in accordance with the policy of Govt. of India from time to time.

vi. Maintenance of cold chain upto consignee(s) site, as per the manufacturer's instruction, is the responsibility of the bidder/supplier.

vii. Short life items must be supplied from the latest batch of the manufacturer with maximum useful life for performing the requisite tests. Other items should have at least 75% remaining shelf life.

viii. In case of item shaving shelf life period and the goods supplied by the firm are not consumed within the shelf life period, the same will be replaced immediately by the supplier on receipt of communication from the purchaser.

DECLARATION FOR BIDDER:-

All the additional consumables to perform the entire above test on NAT Testing Facility (ID-NAT) in ANNEXURE 8 (TECHNICAL BID) which would be provided without any extra cost to purchaser/ consignee(s).

In case name/ details of any items/ consumables required for undertaking aforesaid test found to be omitted/ not mentioned in the list, the same would also be required provided by the bidder/ supplier without any additional cost to the Institute/ Client in the requisite quantity required for satisfactorily performance of the test.

(Signature of Tenderer)

Name and Address with seal

Annexure-10

Bid Security Declaration

(To be submitted on non-judicial stamp paper of Rs.100/-)

Tender ID No._____Due for Opening on _____

Name of the equipment: _____

1. I/We am/are hereby confirming that I/we am/ are manufacturer of the quoted equipment and our firm is registered under MSE/MSME/NSIC, hence, I/ we hereby claim for exemption of submission of Bid security/EMD as per Govt. Rules.

2. I/We hereby confirm that I/We shall abide by the bid during its validity period as per terms & condition of the tender. Further, in case my/our firm withdraws or modifiesthe bid during period of validity, my firm is liable to be blacklisted/ suspended for **two (02) years** from participating in all government tenders and I/We shall have no rightto claim for further participation in the tenders during the period of suspension.

Signature with date, name and designation] for and on behalf of Messers……

[Name & address & seal of the Tenderer]