



**JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION &
RESEARCH (JIPMER)
GOVERNMENT OF INDIA**
(An Institution of National Importance under Ministry of Health & Family Welfare)
Dhanvantari Nagar, Puducherry – 605006
Website: www.jipmer.edu.in

E-tender No: PUR.6(1)/2020-21/OPEX/01

Dated: 16-06-2020

**E-TENDER ENQUIRY DOCUMENT
FOR THE PROCUREMENT OF
THE IMMUNOHISTO-CHEMISTRY (IHC) AUTOSTAINER
ON REAGENT RENTAL BASIS
AT JIPMER, PUDUCHERRY.
FOR THE YEAR 2020-21**

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**JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND
RESEARCH, JIPMER, Puducherry, – 605006**

Website: www.jipmer.edu.in

**SECTION-I
NOTICE INVITING E-TENDER**

E-tender No: PUR.6(1)/2020-21/OPEX/01 Dated: 16-06-2020

E-tender: The Chemiluminescence immunoassay system, Haematology workstation, Immunohisto-chemistry (IHC) Autostainer and Fully automated Real time PCR system for HBV, HCV, CMV & HIV viral load assay on Reagent Rental Basis at JIPMER, Puducherry.

The Director, JIPMER Puducherry, invites Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers on mutually agreed terms and conditions and satisfactory performance for **the following items on Reagent Rental Basis** at JIPMER, Puducherry for **Three years at the institute (extendable up to two more years subject to additional conditions)**. Bidders are requested to quote their best offer along with the complete details of specifications, terms and conditions.

S. No.	Description of the item	Qty	E-tender No.	EMD Amt (Rs.)
1	Immunohisto-chemistry (IHC) Autostainer	01	PUR.6(1)/2020-21/OPEX/01 Dated: 16-06-2020	Rs.1,75,000.00
2	Haematology workstation	03	PUR.6(1)/2020-21/OPEX/02 Dated: 16-06-2020	Rs.4,66,000.00
3	Chemiluminescence immunoassay system	01	PUR.6(1)/2020-21/OPEX/03 Dated: 16-06-2020	Rs.1,20,000.00
4	Fully automated Real time PCR system for HBV, HCV, CMV & HIV viral load assay	01	PUR.6(1)/2020-21/OPEX/04 Dated: 16-06-2020	Rs.3,00,000.00

The Bidder is expected to examine all instructions, forms, terms and specifications in the e-tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this e-tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

The Bidder shall bear all costs associated with the preparation and submission of its bid and JIPMER, Puducherry will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Important dates related to this e-tender

Issue / Publishing Date	:	Dt. 16-06-2020
Last date and time for receipt of queries	:	Dt. 23-06-2020, at 4.00 PM
Pre-Bid Meeting date and time	:	Dt. 24-06-2020, at 2.30 PM
Opening date and time for submission of online bids	:	Dt. 27-06-2020, at 9.00 AM
Closing date and time for submission of online bids	:	Dt. 20-07-2020, at 12.00 Noon
Date and Time of opening of online bids	:	Dt. 21-07-2020, at 2.30 PM
Venue for Pre-Bid Meeting	:	Purchase section, Jawaharlal Institute of Postgraduate Medical Education and Research, Puducherry – 605006

Tenderer need to deposit the EMD Amount as specified in table on Page No.03 and e-tender processing fee of Rs.590/- (inclusive of 18% GST), **separately for each equipment as mentioned. EMD as specified against each equipment along with a separate e-tender processing fee should be paid separately for each equipment through SBI COLLECT link (<http://jipmer.edu.in> -> **Online payments -> tender fee**) found in the JIPMER website (<http://jipmer.edu.in>) only.** No other form of payment is acceptable. The printout of the receipt for payment of EMD and the receipt for **e-tender processing fee** must be scanned and uploaded in the e-tender portal in the envelope called “fee cover”.

The EMD of the successful bidder shall be returned after the payment of the performance security deposit. In case of unsuccessful bidders, the same would be returned soon after award of the contract to the successful bidder. JIPMER, Puducherry shall not pay any interest on EMD to any bidder. The e-tender processing fee is non-refundable.

Exemption: Firms registered with NSIC as a ‘Small-scale Industry’ or registered as Micro or Small (but not Medium) enterprise for **manufacture** of Medical Equipment/Instrument Apparatus are exempted from submission of EMD. A copy of the

relevant certificate such Udyog Aadhaar Memorandum, valid at the time of bidding, must be enclosed to claim EMD exemption. It is to be noted that **traders and distributors** who are a micro or small enterprise, participating in this e-tender on behalf of manufacturers, are **not entitled to this exemption**. Registered vendors of JIPMER are also not entitled to EMD exemption for this e-tender.

Pre-Bid Meeting

All the prospective bidder may attend the Pre-Bid Meeting at Purchase section, JIPMER, Puducherry on **24-06-2020, at 2.30 PM**. Changes, if any, may be incorporated in the bidding document after the Pre-Bid Meeting and will be submitted on our official website as “Corrigendum”. Therefore, bidders are requested to submit their bids accordingly to revised changes after Pre-Bid Meeting, if any. No press advertisement will be made for corrigendum.

Amendments in Bidding Documents

At any time before the deadline for uploading of bids, the JIPMER, Puducherry may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly at www.jipmer.edu.in or the CPPP Portal <https://eprocure.gov.in/eprocure/app>. JIPMER, Puducherry shall not be responsible to notify the amendments to individual bidders. All such amendments by the JIPMER, Puducherry shall be binding on the participatory bidders. All addendums/Corrigendum’s relating to this NIT will appear only in www.jipmer.edu.in (JIPMER website) and at the CPPP website Only). Please visit our website at www.jipmer.edu.in or the CPPP Portal <https://eprocure.gov.in/eprocure/app> regularly for further details an updates of this e-tender.

In order to provide reasonable time to the prospective bidders to take necessary action in preparing their e-tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the uploading of e-tenders and other allied time frames, which are linked with that deadline.

Instructions to bidder

- i. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.jipmer.edu.in or <https://eprocure.gov.in/eprocure/app> for complete details.
- ii. The prospective bidders must register with the E-procurement system of <https://eprocure.gov.in/eprocure/app>. Special Instructions to the bidders for the e-submission of the bids online through this eProcurement Portal on completion of the registration process is given in <https://eprocure.gov.in/eprocure/app>, the bidders will be provided user ID and password upon enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).

- iii. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- iv. Post receipt of User ID and Password, Bidders can log on for downloading and uploading the e-tender documents.
- v. The bidders shall submit the required EMD (as mentioned in the table on Page No.03) through SBI collect only before the due date and time mentioned above.
- vi. The online submission of tender(s) can only be done through <https://eprocure.gov.in/eprocure/app>.
- vii. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through <https://eprocure.gov.in/eprocure/app> e-portal (as described above) only.
- viii. The printout of the receipt for payment of EMD and the receipt for **e-tender processing fee** must be scanned and uploaded in the e-tender portal in the envelope called “fee cover”.
- ix. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

Officer in Charge
Purchase Section
JIPMER Puducherry

SECTION-II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. Introduction

- i) The Purchaser has issued the e-tender enquiry document for purchase of **The Immunohisto-chemistry (IHC) autostainer on Reagent Rental Basis at JIPMER, Puducherry** which also indicates, inter alia, the required delivery schedule, terms and place of delivery.
- ii) This section provides the relevant information as well as instructions to assist the prospective bidders in preparation and uploading of bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of e-tenders and subsequent placement of contract.
- iii) Before formulating the E-tender and uploading the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in this e-tender enquiry document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these e-tender enquiry document may result in rejection of its e-tender.

2. Language of E-tender

The E-tender uploaded by the bidder and all subsequent correspondence and documents relating to the e-tender exchanged between the bidder and the purchaser, shall be written in the English language, unless otherwise specified in the e-tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its e-tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the e-tender, the English translation shall prevail.

3. Eligible tenderers

This invitation for e-tender is open to all suppliers who fulfil the eligibility criteria specified in these documents. Bidders must meet the following prequalification criteria to be eligible to participate in the tender:

- a. The annual turnover of the bidder must be at least Rs.5,00,00,000.00 in the last two financial years.
- b. At least three installations of similar equipment on OPEX basis and their satisfactory functioning certificate for a minimum of 3 years from government hospitals/NABL certified labs especially from the HOD or In-charge of the lab must be furnished in the technical bid.
- c. The bidder must be ISO certified.

4. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5. E-tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its e-tender including preparation, mailing and uploading of its e-tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the e-tendering process.

6. Clarification of bidding documents.

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

7. Pre-Bid Meeting

All the prospective bidder may attend the Pre-Bid Meeting at Purchase section, JIPMER, Puducherry on **24-06-2020, at 2.30 PM**. Changes, if any, may be incorporated in the bidding document after the Pre-Bid Meeting and will be submitted on our official website as "Corrigendum". Therefore, bidders are requested to submit their bids accordingly to revised changes after Pre-Bid Meeting, if any. No press advertisement will be made for any corrigendum.

8. Preparation of e-tenders

This is a two bid tender system consisting of "Techno – Commercial Bid" and "Price Bid (Financial bid)" that are to be uploaded in the prescribed format in the e-tendering portal.

The e-tender should only be submitted online as mentioned below.

I. **Techno-Commercial Bid (Eligibility Criteria):**

The following Mandatory documents to be submitted online as scanned copies along with the '**Techno – Commercial Bid**' in the following format:

a. Fee Cover:

- i. Earnest money Deposit (EMD) of **Rs.1,75,000/- (Rupees One Lakh and seventy five thousand only)** payment receipt duly self-attested and rubber stamped or alternatively, copy of documentary evidence for claiming exemption from payment of earnest money duly self-attested and rubber stamped such as Copy of certificate that the firm is a registered firm under Micro and Small Enterprises, SSI or NSIC for manufacture of the goods offered. Micro and Small Enterprise bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME.
- ii. E-tender Processing fee of **Rs.590/- (Rupees five hundred and ninety only)** inclusive of 18% GST payment receipt duly self-attested and rubber stamped.

b. Prequal cover

- i) Tender document including all filled annexures duly signed and stamped at the appropriate places by the authorized signatory and all remaining pages must be initialed, stamped, scanned and uploaded in the e-portal.
- ii) Undertaking for acceptance of all Terms and Conditions in original (**Annexure-I**).
- iii) (To be mentioned in the Letter head).
 - a. Name and Address of tenderer with phone number, email-id
 - b. Specify whether a Company /Proprietorship / Partnership firm
 - c. Name of Proprietor /Partner/Managing Director/Director.
- iv) Name, Address and designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organization)
- v) Name, Address, Phone and Fax No. of Service Centre at Puducherry or nearby, if any, in the letter head of Bidder.
- vi) PAN No. (The self-attested copy of PAN Card)
- vii) Self-attested copy of GST Certificate clearly showing GST no. of the firm
- viii) Annual Turn Over for last Three Financial Years of the firm (Duly signed by CA)
- ix) Income Tax return for the last three financial years of the firm.
- x) Notarised affidavit on Indian Non-Judicial Stamp Paper of Rs.10/- as per (**Annexure –II**)
- xi) Bank Details:
 - Beneficiary Name:
 - Bank Name:
 - Account No:
 - IFSC Code:
 - Branch Address:

c. Technical cover

- i) The name of equipment being offered with specification and makes/brands, indigenous or imported with name of manufacturer and address must be uploaded.
- ii) Technical Literature/ Catalogues and documents those are technically relevant and supportive to the bid. Copies of original product catalogues/ data sheet must be uploaded for all quoted items.
- iii) Manufacturers' Authorization form as per (**Annexure-III**) with an undertaking by manufacturer of equipment for servicing the equipment and supply of spare parts and Labour whenever required at least for 3 (Three) years / the Contract period. This undertaking should be extended whenever the contract period is extended as per terms given under clause 2 (i) in the section "General Conditions of Contract" below.
- iv) Whether the items quoted is as per specification, if not the statement of

- deviation (Parameter wise) from the e-tender technical specification must be submitted online. (**Annexure-IV**)
- v) List of Major Customers of the bidder for same item must be given on a separate sheet and proof of previous satisfactory supply, if any (**Annexure - V**)
 - vi) Self-Attested copies of quality certificates i.e. US FDA /CE/ BIS Certificate issued by competent authority, if applicable.
 - vii) A PDF file containing list of consumables as mentioned in the Section-III: Technical specification, Part-II: General condition, Clause No.15.
 - viii) Copy of previous supply orders of these items to any government /reputed private organization.
 - ix) The Procurement of goods and services under this e-tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit a certificate in format given in Appendix- A along with documentary evidence in support of their claim wherever necessary.
 - x) Check list duly filled and signed with seal as per **Section-VI**.

II. Price Bid cover:

- i) Prices are to be quoted in the prescribed Financial Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for the **accounting unit** indicated in the e-tender document. The format of BOQ is given in **Section-V** under “Unpriced Financial Bid ”
- ii) CPRT Justification: A separate PDF file showing the individual break-up cost of each of the consumables, kits, plastic ware, control, calibrator, buffers, diluents, rinse, and all other necessary items etc. as for each of the component mentioned in the table in the technical bid, will have to be provided with individual GST break-up that formed the basis of arriving at CPRT calculation.

Note:

- i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Financial Bid provided in prescribed formats and must not tamper with the contents of the sheets.
- ii) It is the responsibility of bidder to go through the e-tender document to ensure furnishing all required documents in addition to above, if any.
- iii) A person signing the e-tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- iv) The authorized signatory of the tenderer must sign the tender document in

full duly stamped at appropriate places and initial and stamp all the remaining pages of the e-tender.

- v) The total size of all documents in any cover should not exceed 50MB size.
- vi) A bid, which does not fulfil any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vii) E-tender sent by fax/telex/cable shall be ignored.

9. Digital signing of e-tender

The tenderers shall submit their e-tenders as per the instructions contained as above. E-tenders shall be uploaded with all relevant e-tender documents in the prescribed format. The relevant e-tender documents should be uploaded by an authorized person having Class 3 digital signature certificate.

10. E-tender Currencies

- i. The rates should be quoted in Indian Rupees only and should be quoted in figures as well as in words.
- ii. The quoted rates should be inclusive of freight charges, packing charges, forwarding and insurance Charges, and Transportation etc. up to JIPMER, Puducherry, except percentage of GST which should be shown separately.

11. Additional information and instruction on GST:

If the tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. The rate of GST quoted in the e-tender shall be taken for price comparison. However, the rate of GST quoted in the e-tender or the actual rate of GST applicable, whichever is lower shall be payable by the purchaser. The supplier can charge a higher GST than quoted in the e-tender only if the rate of GST was revised by the government after the e-tender closing date.

12. Earnest Money Deposit (Bid Security):

Tenderer need to deposit the EMD Amount as specified in table on Page No.03 and e-tender processing fee of Rs.590/- (inclusive of 18% GST), **separately for each equipment as mentioned. EMD as specified against each equipment along with a separate e-tender processing fee should be paid separately for each equipment through SBI COLLECT link (<http://jipmer.edu.in> -> Online payments -> E-tender fee) found in the JIPMER website (<http://jipmer.edu.in>) only.** No other form of payment is acceptable. The printout of the receipt for payment of EMD and the receipt for **e-tender processing fee** must be scanned and uploaded in the e-tender portal in the envelope called “fee cover”.

The EMD of the successful bidder shall be returned after the payment of the performance security deposit. In case of unsuccessful bidders, the same would be returned soon after award of the contract to the successful bidder. JIPMER,

Puducherry shall not pay any interest on EMD to any bidder. The e-tender processing fee is non-refundable.

Exemption: Firms registered with NSIC as a ‘Small-scale Industry’ or registered as Micro or Small (but not Medium) enterprise for **manufacture** of Medical Equipment/Instrument Apparatus are exempted from submission of EMD. A copy of the relevant certificate such Udyog Aadhaar Memorandum, valid at the time of bidding, must be enclosed to claim EMD exemption. It is to be noted that **traders and distributors**, who are a micro or small enterprise participating in this e-tender on behalf of manufacturers, are **not entitled to this exemption**. Registered vendors of JIPMER are also not entitled to EMD exemption for this e-tender.

13. Only manufacturer or their authorized distributors or selling agent of a particular firm are eligible to participate in this e-tender.

E-tenders should be uploaded only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. Bidder should submit a current authorization letter in support of the same from the original manufacturer concerned in the format given at “**Annexure-III**”.

14. E-tender Validity

The E-tenders shall remain valid for acceptance for a period of 365 days (Three hundred and sixty-five days) after the date of e-tender opening prescribed in the e-tender enquiry document. Any e-tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their e-tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. the E-tenderers, who agree to extend the E-tender validity, are to extend the same without any change or modification of their original e-tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its e-tender validity after the expiry of the original validity period, the EMD furnished by them shall not be forfeited.

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

15. Late bid

There is NO PROVISION of uploading late e-tender beyond stipulated date and time in the e-tendering system.

16. Alteration and Withdrawal of E-tender

- i) The bidder, after submitting its e-tender, is permitted to alter / modify its e-tender so long as such alterations / modifications are received duly signed, sealed and marked like the original e-tender, within the deadline for submission of e-tenders. Alterations / modifications to e-tenders after due date

is not possible in e-tendering system.

- ii) No e-tender should be withdrawn after the deadline for submission of e-tender and before expiry of the e-tender validity period. If a bidder withdraws the e-tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its e-tender.

17. E-tender opening

- i) The E-tender Inviting Authority will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of e-tender opening falls on / is subsequently declared a holiday or closed day for the E-tender Inviting Authority, the e-tenders will be opened at the appointed time and place on the next working day.
- ii) Authorized representatives of the tenderers, who have submitted e-tenders on time, may attend the e-tender opening provided they bring with them letters of authority from the corresponding tenderers. The e-tender opening official(s) will prepare a list of the representatives attending the e-tender opening. The list will contain the representatives' names and signatures and corresponding tenderers' names and addresses.
- iii) This being a Two-Bid tender system, the **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in e-NIT. These E-tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the e-tender document. During the Techno-Commercial Tender opening, the e-tender opening official(s) will read the salient features of the e-tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the e-tenders, as deemed fit by the e-tender opening official(s). Thereafter, in the second stage, the Price E-tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial e-tender.

18. Scrutiny and Evaluation of E-tenders

- i) Basic Principle
E-tenders will be evaluated on the basis of the terms and conditions already incorporated in the e-tender enquiry document, based on which e-tenders have been received and the terms, conditions etc. mentioned by the tenderers in their e-tenders. No new condition will be brought in while scrutinizing and evaluating the e-tenders.
- ii) Scrutiny of E-tenders
The Purchaser will examine the e-tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the e-tenders are generally in order. If a e-tender is not substantially responsive, it will be rejected by the Purchaser and cannot

subsequently be made responsive by the Bidder by correction of the nonconformity.

- iii) The e-tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the e-tender enquiry document. The e-tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

The following are some of the important aspects, for which a e-tender shall be declared non – responsive and will be summarily rejected.

- (a) E-tender document not signed and stamp at appropriate places and initialed and stamp on remaining pages.
- (b) E-tender validity is shorter than the required period.
- (c) Required EMD not submitted (Amount, validity etc.).
- (d) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per **Annexure-III**.
- (e) Bidder has not agreed to give the required performance security.
- (f) Bidder does not meet the eligibility criteria mentioned under the e-tender enquiry specifications.
- (g) Goods offered are not meeting the e-tender enquiry specifications.
- (h) Bidder has not agreed to other essential condition(s) specially incorporated in the e-tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (i) Poor/ unsatisfactory past performance.
- (j) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (k) Bidder has not quoted for the entire quantity as specified in the Schedule of Requirements/BOQ for the quoted.
- (l) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

19. Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/ or irregularity and/ or non-conformity in the e-tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the e-tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the e-tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that e-tender will be liable to be ignored.

20. Demonstration of the equipment

Qualified Bidders are required to arrange a demonstration of the equipment, if required by evaluation committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall

be borne by the bidder.

21. Discrepancies in Prices

- i) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- ii) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;
- iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause i) and ii) above.
- iv) If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a e-tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the e-tender is liable to be ignored.

22. Award criteria

After due evaluation of the bids, Institute will award the contract to the responsive bidder who has quoted the lowest Price inclusive of all applicable duties and taxes as quoted by the bidder. Taxes has to be mentioned clearly in percentage including GST. Method of price comparison is given in the technical specifications below.

23. Power to Ignore Minor Deviation: -

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

24. Debarment from bidding.

- i. A bidder shall be debarred if he has been convicted of an offence-
 - a. Under the Prevention of Corruption Act, 1988; or
 - b. The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- ii. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
- iii. A procuring entity may debar a bidder or any of its successors, from

participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

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

25. Code of Integrity:

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

- i. Prohibition of
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c. any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to e-tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g. obstruction of any investigation or auditing of a procurement process.
 - h. making false declaration or providing false information for participation in a e-tender process or to secure a contract;
- ii. Disclosure of conflict of interest.
- iii. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

SECTION III
TECHNICAL SPECIFICATIONS

**Name of the e-tender: The Immunohisto-chemistry (IHC) Autostainer on Reagent
Rental Basis at JIPMER, Puducherry.**

SPECIFICATION FOR THE IMMUNO HISTO-CHEMISTRY (IHC) AUTOSTAINER:

I. Specification:

a. Specification of tests to be done and its standard

1. The instrument should be an open System which permits primary antibody from any manufacturer.
2. Secondary Antibody conjugated with enzyme system with chromogen must be closed system from the manufacturer.
3. The instrument should permit combination staining with multiple chromogens.
4. The instrument should permit Immunohistochemistry staining with deparaffinized paraffin embedded formalin fixed tissue sections and frozen sections
5. The instrument shall permit automated In-situ hybridization staining including all its different methods such Chromogenic or Silver In situ hybridization.
6. The instrument must permit direct and indirect immunofluorescence staining with fluorescent tagged chromogen.
7. The instrument shall permit Immunohistochemistry staining with cytology and bone marrow aspirate smears.

b. Technical specification of the equipment to be supplied and its standard

1. Fully automated complete walk away slide stainer with option of delay start for IHC, ISH and FITC.
2. Automation - From Baking to Counter staining should be on board
3. Third party primary antibody should be able to perform as a titration method (Manual dispensing).
4. Compatibility for paraffin (dewaxed), and frozen sections as well as cytology smears
5. Should be capable of running more than 4 staining protocols in a single run
6. Should have throughput of at least 30 slides at a time.
7. IHC run time should not be more than 3.5 hour
8. Should be able to process the baking through staining of up to 80 IHC slides per 8-hour shift, unattended overnight runs should also be possible.
9. Antibody and micro reagent consumption per slide may have options of 100µl and 150 µl which can be selected based on tissue It should be open for third party primary antibody
10. It should be open for third party primary antibody
11. It should be able to perform test as well as control on same slide without any extra consumption of reagents
12. Should have a liquid cover slip and air vortex technology for homogenous binding of the Antibody.

13. The system should have built in Antigen Retrieval System and not a separate module system.
14. Instrument should have both low pH and high pH for Antigen Retrieval
15. Instrument should be able to perform enzyme pre-treatment.
16. Should have a Slide Labeling System. (Bar code printer).
17. Should have facility of Individual programming for 30 slides with different protocol.
18. Should have humidity and temperature regulation for operation between 37°C -100 °C and 10-90% humidity.
19. Should be compatible for use with standardized protocols or user defined protocols.
20. Should come with compatible computer and software (with monochrome laser printer and adequate number of cartridges)
21. The software should be upgraded free of cost during the period of contract
22. The reagent rack should hold at least 35 ready to use reagent container
23. UPS back up for at least 1 hour should be provided along with the system
24. Instrument should be able to do BIS/CDSCO/FDA approved ALK (D5F3), Her2/neu, PD-L1 Assay etc.
25. Instrument should be able to perform CISH like EBER, Kappa, Lambda etc
26. Instrument should be able to perform BIS/CDSCO/FDA approved DIDISH for Her2nue & CH17
27. Instrument should be able to perform Alkaline Phosphatase Fast Red chromogen for tissue samples like with Melanin pigments
28. Instrument should have the capability to run both the DAB and Red detection at the same time in a single run.
29. Instrument should have the capability to perform dual stain, single stain in a single run.
30. Price of detection kits and reagents consumables should be sealed up to the contract periods
31. Company should provide operators training, Instrument qualification, operation qualification, performance qualification, training certificate, at free of cost.
32. Should be modular and future attachment of modules for higher workloads should be possible.
33. The equipment should be BIS/CDSCO/US-FDA /European CE approved.

II. General Conditions:

1. The selected vendor should provide at least two automated IHC autostainers with one additional autostainer as backup to handle emergency situations.
2. No assurance to the vendor on minimum guaranteed number of investigations in a financial year will be provided by the Department/Institute. Bidders are free to ascertain the average work load for the Investigation from Department records.

3. Average number of slides tested in the immunohistochemistry laboratory in Department of Pathology in the three previous years is 25,000/year. The vendor must be able to support the workload required.
4. Demonstration and onsite training of staff up to their satisfaction by the application experts is an absolute must.
5. Adequate units for backup, using the same reagents from the same manufacturer quoted for the main equipment and with similar throughput should be supplied along with the main unit without additional cost.
6. The equipment will be acquired on reagent rental basis and maintained by the original firm. However, firm may outsource the maintenance of peripherals like, UPS, computer and printer.
7. The complete system should be latest on the production line, and must not be refurbished.
8. Any necessary up gradation in equipment required in future will be the supplier's responsibility.
9. Supplier must provide original documentary proof of the date and place of manufacturing of equipment at the time of supply.
10. The equipment and all reagents should be BIS/CDSCO/FDA/CE approved.
11. Must provide suitable computer which is suitably integrated with each equipment for carrying out various programs in the equipment.
12. Each instrument must be validated with required Calibrator and Quality Control. Successful bidder should support external quality assurance program from National EQAS program in the country as approved by respective parent scientific bodies of the Department.
13. Documents for Installation Qualification (IQ), Operational Qualification (OQ), and Performance Qualification (PQ) must be provided.
14. Traceability of Instrument, Reagents and Consumables must be provided.
15. The manufacturer or their authorized vendor will give a detailed table mentioning number all consumables, kits, plastic ware, control, calibrator, buffers, diluents, rinse, and all other necessary items etc. as required for running the annual number of tests as required by the Institute. This detailed table of requirements (as determined by their technology/ patent) for each OEM/ vendor will have to be submitted as a PDF file in the technical bid cover.
16. Cost per reportable test (CPRT): Price bid must only be in INR. The cost per reportable test / slide inclusive of taxes submitted in the financial bid should include cost of all consumables, kits, plastic ware, control, calibrator, buffers, diluents, rinse, and all other necessary items etc. as detailed in the above mentioned table to be submitted in technical bid. Along with the CPRT, a separate PDF file showing individual break-up cost of each of the consumables, kits, plastic ware, control, calibrator, buffers, diluents, rinse, and all other necessary items etc. as for each of the component mentioned in the table 1 in the technical bid, will have to be provided with individual GST break-up in arriving at CPRT calculation as CPRT Justification in the financial

bid. It should also include cost of the equipment including start-up and shutdown costs and CAMC. The cost per reportable test/ slide will have to be submitted along with the financial bid. This cost per reportable test/ slide (CPRT) will be used to calculate L1 at the time of financial bid evaluation.

17. In case of any discrepancy between the quoted CPRT and the CPRT justification worked out using component costs, the contract will be awarded on the basis of the correctly worked out CPRT justification or the quoted CPRT whichever is lower. In case the quoted CPRT is lower, than that worked out from the component costs, the component costs will be proportionately reduced for the purpose of payment under the contract.
18. Instrument should be supplied with suitable UPS for one full run and maintained by company free of cost for duration of contract.
19. Instrument should be supplied with suitable Three in one duplex Laser Printer.
20. The consumables including reagents should be available for supply in local currency and preferably within 10 days after ordering. In case of malfunctioning/breakdown/non-functioning, the backup must be provided by the supplier within 10 days. If the delay in supply of reagents/rectification of the instrument is beyond 10 days, resulting in disruption of services, a penalty equivalent to the cost per test multiplied by the number of tests that could not be performed using the instrument during the period of non-supply will be imposed on the vendor.
21. The company supplying the Instrument should have engineer and distributor based preferably at Pondicherry or within 400 km from Pondicherry/Tamil Nadu and must be available for service support within 24 hours.
22. The equipment should be installed in the Department of Pathology, JIPMER, Pondicherry-06
23. Price comparison will be done by the total estimated cost of all tests put together based on the approximate annual load of 25,0000 tests.

SECTION-IV
GENERAL CONDITIONS OF CONTRACT

1. The model of the item offered by the supplier should not be obsolete / go out of production for at least 05 years from the date of installation and commissioning of the Equipment.
2. **Onsite Maintenance including Spare parts and Labour.**
 - i) The supplier will maintain **The Immunohisto-chemistry (IHC) Autostainer** initially for a period of **Three years, which may be extended by mutual consent on the same terms and conditions for two more years subject to satisfactory performance by the successful bidder.** Any cost of maintenance during the contract period will be borne by the successful bidder. Periodic Preventive Maintenance should be ensured by the successful bidder. If the breakdown period exceeds down time allowed, the successful bidder has to bear the loss incurred to JIPMER Puducherry.
 - ii) The functionality and efficacy of the equipment throughout the contract period is the sole responsibility of the successful bidder. The Institute will not pay anything towards repair and maintenance of the equipment during the contract period.
 - iii) During the contract period, in case the machine(s) fail and downtime exceeds the period allowed in the technical specifications or there is malfunction of the supplied diagnostic kits, accessories, accessory reagents or calibrators or unacceptable QC reports even after trouble shooting, the firm should take the full responsibility of sending the samples to a NABL-accredited lab and get the reports within the period allowed in the technical specifications until the problem is solved. For the same, the firm should enlist the NABL accredited labs to which it will be sending the samples. In case, the firm fails to get the tests done as above, JIPMER reserves the right to send the samples and get the tests done from any NABL accredited labs and recover the cost from the firm.
 - iv) Upon receipt of notice of breakdown, the supplier shall, within ***period allowed in the technical specifications*** to take action, to repair or replace the defective Equipment/Store or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ Equipment / Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/Equipment/Stores thereafter. The penalty clause for non-replacement will be applicable as per e-tender conditions.
3. **Supply of consumables under this contract:**

All the consumables ordered during the period of contract for the equipment installed shall be delivered within 10 days from the date of raising an indent with the supplier. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. No extra charge for packing, forwarding and insurance etc. will be paid on the rate quoted. In case, there is failure to supply on time and for that reason the samples can't be

processed, the firm should take the full responsibility of sending the samples to a NABL-accredited lab and get the reports within the period allowed in the technical specifications until the problem is solved. For the same, the firm should enlist the NABL accredited labs to which it will be sending the samples. In case, the firm fails to get the tests done as above, JIPMER reserves the right to send the samples and get the tests done from any NABL accredited labs and recover the cost from the firm.

4. Penalty for failure to provide service as per agreement.

In case, the firm fails to get the tests done as per clause 2 (iii) and 3 above, JIPMER reserves the right to send the samples and get the tests done from any NABL accredited labs and recover the cost from the firm. In addition, a penalty of 2% of the cost incurred will also be levied on each occasion. In the event, such occasions exceed more than three in a year, the institution reserves the right to terminate the contract.

5. The supply of Equipment/Goods/Stores/Articles should be brand new and supply should be made in good condition at the JIPMER, Puducherry site by the bidder at their own cost (i.e., F.O.R. to JIPMER Puducherry). Reagents and chemicals should also be supplied in good condition at the site mentioned in the technical specifications, in JIPMER Puducherry by the successful bidder at their own cost.

6. The Life period of any of the item supplied by the successful Bidder/Bidders will have the **Minimum of two third of the expiry period remaining on the date of receipts of Items** in JIPMER Puducherry. The supplied items having less than two-third expiry period to JIPMER Puducherry shall not be accepted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty/ Expiry of such items shall be replaced by the Bidder on free of cost basis.

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

8. The bidder will give an onsite guarantee/ warranty/Contract for trouble free functioning and maintenance of the facility for Three years including spares and labour from the date of installation, commissioning and acceptance of the facility. This onsite guarantee/ warranty/Contract should be extended whenever the contract period is extended as per terms given under clause 2 (i) in the section "General Conditions of Contract" above.

9. Fall Clause: If at any time during the execution of the contract, the Contractor/ Manufacture/ Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the

purchaser or any department of Central Government or any department of JIPMER Puducherry/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify JIPMER, Puducherry. The necessary difference amount about such reduction or sale or offer of sale to that purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to JIPMER, Puducherry by the Bidder or JIPMER, Puducherry will deduct from the pending bills/Performance Security Deposit to recover the loss to the Institution.

10. The Institute reserves the right to accept in part or in full or reject any or more e-tender / offer without assigning any reasons or cancel the e-tendering process and reject all e-tender at any time prior to award of contract, without accepting any liability, whatsoever.
11. The Director, JIPMER Puducherry has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/ Institutions/ PSUs to testify the proper dealing and performance as well as installation and maintenance of equipment.
12. **Delivery of the Supplies/Stores/Equipment: -**
 - i) Delivery of equipment and consumables shall be **F.O.R to the site mentioned in the technical specifications, in JIPMER Puducherry.** The JIPMER Puducherry is not liable for payments on account of Freight/Taxes/ Insurance/ Labour costs etc., which are to be paid inclusively by the suppliers.
 - ii) The firm will be bound to Install and Commission of the Equipment within 60 days from the date of issue of Contract. If required, training of technicians should be done by the technical experts of the suppliers free of charge at JIPMER, Puducherry.

13. Liquidated damages

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

14. Shifting of the instrument:

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

15. Inspection of Supplies:-

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

16. Payments:

- i) Order for consumables/reagents shall be issued for tentative **Quarterly** requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by JIPMER Puducherry.
- ii) The bills raised by the selected e-tendering Firm/Agency/Company should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm.
- iii) The details of the item needed is mentioned in Financial Bid, but it is approximate detail and is subject to increase/decrease at the discretion of the competent authority of JIPMER, Puducherry. The payment would be made for actual supply of consumables/reagents taken and no claim in this regard should be entertained.
- iv) At the end of every quarter, based on the cost of consumables/reagents used and the number of tests performed/ slides stained the CPRT will be worked out. In case the CPRT works out to be higher than the rate quoted in the tender, an audit will be performed to see if there is any error on the institution's side, which if present will be corrected. However, if it is found that there is no error on the part of the institution, the payment will be restricted to the CPRT quoted in the tender.

17. Packing and Marking Of Supplies:-

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

18. Termination for default

- i) The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee.
- ii) In the event of the Purchaser/Consignee terminates the contract in whole or in part, sub-clause 19 (i) above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for

arranging such procurement.

- iii) Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

19. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

20. Force Majeure

- i) Notwithstanding the provisions contained in GCC clauses 4, 14 and 19, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- ii) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- iii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- v) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

21. Termination for convenience

- i) The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice of at least 30 days on the supplier at any time during the currency of the contract.

The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

- ii) The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

22. Disputes and Arbitration: -

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

23. Performance Security Deposit:-

The successful bidder would submit a performance security deposit for 10% of the estimated value of contract for the first year to be paid through SBI COLLECT link (<http://jipmer.edu.in> -> Online payments -> tender fee) found in the JIPMER website (<http://jipmer.edu.in>) or as bank guarantee from scheduled bank as per format given in **Annexure-VI** only. No other form of payment is acceptable. This will be returned without interest and after deducting any outstanding dues from the supplier, within 2 months of the satisfactory completion of the contract subject to successful fulfillment of terms and conditions i.e., on receipt of requisite No dues certificate from the concerned Departments /authorities. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. In case, the performance security submitted as bank guarantee, the same should be valid for a period of at least 2 months beyond the end of contract period.

24. Subcontract:

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

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

25. Law Governing the Contract and Jurisdiction.

The contract shall be governed under Indian laws and instructions thereon from the government of India. The Court of Puducherry/ Chennai shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

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

Seal and Signature of Bidder

SECTION - V

Unpriced Financial Bid

This document must be filled by the bidder WITHOUT MENTIONING ANY PRICE

The price must be uploaded online ONLY using the BOQ template downloaded from e-tendering portal

Name of the e-tender: The Immunohisto-chemistry (IHC) Autostainer on Reagent Rental Basis at JIPMER, Puducherry.

** In case any consumable has to be changed after certain number of tests, that will also have to be factored in calculation of cost per reportable test/ slide. Except the primary antibody, every other consumable should be factored in the cost calculation for IHC autostainer.

Make of the equipment					
Model of the equipment					
S No	Name of Item	Annual workload (Approximately, No. of stained slides)	Basic rate inclusive of GST per reportable test/ slide (Including all consumables for completing the secondary antibody enzyme conjugate, slides, buffers, coverslip, barcode etc.) In Rs.	HSN Code	Total annual estimate cost inclusive of GST In Rs.
(A)	(B)	(C)	(D)	(E)	(H)
1	IHC autostainer (reagent rental for secondary antibody enzyme conjugate)	25000			

IHC autostainer (reagent rental for secondary antibody enzyme conjugate)

1. I/We have gone through the Terms and Conditions as stipulated in the e-tender enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. That I/We undertake that the information given in this e-tender are true and correct in all respects.

Signature of the bidder with seal.

Date:

Place:

SECTION-VI
CHECKLIST

Technical Bid (Eligibility Criteria): The following Mandatory documents to be uploaded along with the 'Technical bid' in the following format:

Sl. no.	Details / Particulars	Submitted (Yes/No)	Page No
1.	Tender document including all filled annexures duly signed and stamped at the appropriate places by the authorized signatory and all remaining pages of the tender documents must be initialed, stamped, scanned and uploaded in the e-portal.		
2.	Undertaking for Compliance of All e-tender Terms and Conditions mentioned in this e-tender Document (Annexure-I).		
3.	(To be Mentioned in the Letter head). a. Name and Address of tenderer with phone number, email-id b. Specify whether a Company /Proprietorship / Partnership firm c. Name of Proprietor /Partner/Managing Director/Director.		
4.	Name, Address and designation of the authorized person for signing the bid documents. (Authorisation should be made in Letter head of the Organization)		
5.	Name, Address, Phone and Fax No. of Service Centre at Puducherry or nearby, If any.		
6.	PAN No. (Self-attested copy of PAN Card)		
7.	Self-copy of GST Certificate showing clearly GST no. of the firm		
8.	Annual Turn Over for last Three Financial Years of the firm (Duly signed by CA) firm.		
9.	Income Tax return for the last Three financial years of the firm		
10.	Earnest money Deposit (EMD) of Rs.1,75,000/- (Rupees One Lakh and seventy five thousand only) payment receipt duly self-attested and rubber stamped or alternatively, copy of documentary evidence for claiming exemption from payment of earnest money duly self-attested and rubber stamped.		
11.	Tender fee of Rs.590/- (Rupees Five hundred and ninety only) payment receipt duly self-attested and rubber stamped.		
12.	Firms registered with NSIC (for manufacture of Medical Equipment/ Instrument/Apparatus) are exempted from		

	submission of EMD.		
13.	Whether the firm is a registered firm under Micro and Small Enterprises, SSI or NSIC for manufacture of the goods offered (attached copy of certificate). Micro and Small Enterprise bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME.		
14.	Notarised affidavit on Indian Non-Judicial Stamp Paper of Criminal Liability Undertaking on Rs.10/- as per (Annexure –II)		
15.	The name of equipment being offered with specification and makes/brands, indigenous or imported with name of manufacturer and address must be uploaded.		
16.	Technical Literature/ Catalogues and documents those are technically relevant and supportive to the bid. Copies of original product catalogues/ data sheet must be uploaded for all quoted items.		
17.	Manufacturers' Authorisation form as per (Annexure - III) with an undertaking by manufacturer of equipment for servicing the equipment and supply of spare parts and Labour whenever required at least for 3 (Three) years / the Contract period.		
18.	Whether the items quoted is as per specification, if not the statement of deviation (Parameter wise) from the e-tender technical specification must be enclosed. - (Annexure-IV)		
19.	List of Major Customer may be given on a separate sheet and proof of previous satisfactory supply, if any (Annexure -V)		
20.	Self-Attested copies of quality certificates i.e. US FDA /CE/ BIS Certificate issued by competent authority, if applicable.		
21.	A PDF file containing list of consumables as mentioned in the Section-III: Technical specification, Part-II: General condition, Clause No.15.		
22.	Have you previously supplied these items to any government /reputed private organization? If yes, attach the relevant poof.		
23.	The Procurement of goods and services under this e-tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.		
24.	Bank Detail: 1. Beneficiary Name: 2. Bank Name: 3. Account No:		

	4. IFSC Code: 5. Branch Address:		
25.	The rates are quoted in Indian Rupees in figures as well as in words only.		
26.	All quoted rates are inclusive of freight charges, packing charges, forwarding and insurance Charges, Transportation up to JIPMER, Puducherry, percentage of GST etc.		
27.	The Rates are quoted in the given format as per “ Section-V ”		
28.	CPRT Justification (PDF file)		
29.	Any other information, if necessary		

Signature of the bidder with seal.

Date:

Place:

SECTION-VII
Annexure-I to VI

S/N	Particulars	Annexure Ref.	Refer Page
1	Undertaking for Compliance of all e-tender Terms and Conditions mentioned in this e-tender Document	Annexure- I	33
2	Criminal Liability Undertaking	Annexure- II	35
3	Manufacturers Authorisation Form	Annexure- III	36
4	Deviation Statement Form	Annexure- IV	37
5	Performance Statement Form	Annexure- V	38
6	Bank guarantee form for performance security	Annexure- VI	39

Officer in Charge, Purchase
JIPMER, Puducherry

Annexure-I
UNDERTAKING

(To be submitted on Bidder's letterhead)
FOR COMPLIANCE OF ALL TERMS and CONDITIONS MENTIONED
IN THE E-TENDER DOCUMENT

To
The Director,
JIPMER Puducherry,

Sir/Madam,

1. The undersigned certify that I/we have gone through the entire e-tender documents including terms and conditions mentioned in the e-tender document for the following e-tender
 - Name of the Item for which e-tender submitted:
 - E-tender No. and Date:
 - Closing date of e-tender:and undertake to comply with them. I have no objection for any of the content of the e-tender document and I undertake not to submit any complaint/ representation against the e-tender document after submission date and time of the e-tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of e-tender.
2. I/We undersigned hereby bind myself/ourselves to JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH, PUDUCHERRY, - 605006 (JIPMER, Puducherry) to supply the approved awarded Equipment/Instruments/Apparatus/items to JIPMER Puducherry.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, JIPMER Puducherry, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the Equipment, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. Performance security deposit of 10% of the value of the contract for the first year shall be deposited by me in favour of Jawaharlal Institute of Postgraduate Medical Education and Research, Puducherry on award of the contract and shall remain in the custody of the Director, JIPMER Puducherry till the validity of the contract plus two months (i.e. for 38 months).
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time as per e-tender conditions to prevent inconvenience.
7. I/We hereby undertake to supply the items during the validity of e-tender as per directions given in supply order within stipulated period positively.
8. If I/We fail to supply the stores in stipulated period necessary action can be taken by the Director, JIPMER Puducherry, India as per e-tender conditions. The Director, JIPMER

Puducherry, in addition, has full power to compound or forfeit the Earnest Money Deposit/performance security deposit.

9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the e-tendering firm or manufacturer.
10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per Make/Model/Catalogue/technical literature description.
12. I/We undertake to supply the all Literature (Logbook/ Maintenance Record/ Troubleshooting/ Operation Manuals etc.) supplied with each Equipment by Principal Manufacturer in Original to JIPMER Puducherry.
13. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Reagents and Chemicals at the prices and rates not exceeding those mentioned in the Financial Bid.
14. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required during warranty period.
15. I/we undertake to get the Equipment repaired within the time as stipulated in e-tender conditions upon receiving of the complaint from the JIPMER failing which a penalty at the rate mentioned as per e-tender conditions from pending bill/Bank Guarantee before releasing the same to us after 62 (Sixty Two) months.
16. I pledge and solemnly affirm that the information submitted in e-tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of e-tender period The Director, Jawaharlal Institute of Postgraduate Medical Education and Research, Puducherry (India) will have full authority to take appropriate action as he/she may deem fit.

Place

Date.....

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

ANNEXURE – II
CRIMINAL LIABILITY UNDERTAKING

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

Name of the e-tender: The Immunohisto-chemistry (IHC) Autostainer on Reagent Rental Basis at JIPMER, Puducherry.

I..... S/o.....
Resident of

.....do solemnly
pledge and affirm that,

- a. I am the Proprietor/Partner/Director /authorised signatory of M/s.
.....
- b. No police case and/or case by CBI/FEMA/Income Tax/ sales Tax Authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company. (Indicate any convictions if any against the above persons or Firm/ Company.)
- c. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted by any Government authority/ organisation.
- d. I/We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation in the last one year.

Name and Signature Seal of the participating Bidder Company
Affirmation/Verification

Annexure-III

Manufacturers' Authorisation Form

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

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

E-tender No. : ***(Insert number from Invitation for Bids.)***

To. :

The Director,

Jawaharlal Institute of Postgraduate Medical Education and Research,

Puducherry-605006

WHEREAS

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

We accept the warranty / Guarantee condition mentioned in the e-tender documents of JIPMER, Puducherry.

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

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

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

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

Annexure – V

Performance Statement Form

Name of the Firm

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

Place :

Date :

**Signature and seal of the
manufacturer/bidder**

Note : Documents to be attached.

.....

Annexure-VI

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Director,
JIPMER,
Dhanvantari Nagar, Puducherry-605006

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised 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 supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, 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 your demanding the said debt from the supplier 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 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 shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to _____ (indicate date).
.....

(Signature with date of the authorised officer of the Bank)
..... Name and designation of the officer
..... Seal, name and address of the Bank and address of the
Branch

SECTION-VIII

Appendix A

Self-certification format for claiming purchase preference under the “Public Procurement preference to Make in India” order

As per the order issued by

(i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 and revised on 28.05.2018; and

(ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof; The purchaser reserves the right to give preference to the local supplier.

A local supplier (definition of ‘local supplier’ is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their e-tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made in the format in Annexure A.

“Certified that the following items quoted has more than 50% of value addition in India at the location(s) mentioned against each and is eligible for purchase preference as per the Govt. of India “Public Procurement preference to Make in India” order Dt.15.06.2017.

Sl. No	Name of the item	Details of the location(s) at which the local value addition was made.

Authorized Signature:
Name:
Designation:

b. In cases of procurement for a value in excess of Rs. 10 Crore. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The DIPP has notified a Public Procurement (Preference to Make in India) Order, 2017 vide

Order no P-45021/2/2017-B.E-II dated 15th June 2017 and revised it on 28.05.2018. The procurement policy for Micro and Small Enterprises 2012 has been notified under MSMED Act, 2006 and its Amendment dated 09.11.2018. The orders mandate that purchase preference shall be given to local suppliers and MSEs in all procurement undertaken by procuring entities. General principles as per above orders and criteria fixed by MoHFW shall be followed for various scenarios for award of contract. Accordingly, the criteria of award of contract will be as under:

a) In procurement of goods where there is sufficient local capacity and local competition and where the estimated value of procurement is Rs.50 lakh or less, only local suppliers shall be eligible.

b) If the estimated value of procurement of goods is more than Rs.50 lakh and which are divisible in nature, the following procedure would apply:

I. In case L1 firm is a local supplier:

i) The L1 bidder will be awarded full quantity or 80% quantity in case MSEs quotes are within margin of price preference and also accepts L-1 prices.

ii) MSME bidders falling under the margin of purchase preference would be awarded up to 25% of the E-tendered quantity subject to matching the L-1 rate.

II. In case L1 firm is not a local supplier:

i) 50% of the E-tender quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the local suppliers, will be awarded remaining 50% quantity to the local supplier's quoted prices falling within margin of price preference and match the L1 price. In case such lowest eligible local supplier fail to match the L-1 price or accept less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.

ii) The MSME bidders falling under Purchase Preference would be awarded 25% of the e-tendered quantity subject to matching the L-1 price.

(c) If the estimated value of procurement of goods is more than Rs.50 lakh and which are not divisible, the following procedure would apply:

i). among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract will be awarded to L-1.

ii). If L-1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L-1 price subject to local supplier's quoted prices falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L-1 price.

iii). In case such lowest eligible local supplier fails to match the L-1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L-1 price then the contract may be awarded to L-1 bidder.

35.5 Minimum Local Content: A supplier shall be considered as local supplier provided the minimum local content of the offered item is 50%.

35.6 Margin of Purchase Preference: The margin of purchase preference shall be 20%.

35.6 Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

35.7 Verification of local content

a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 Crore, the local supplier shall require to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

d. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.

e. A fees of Rs.10000/- in the form of demand draft favouring The Director, JIPMER, payable at Puducherry, is required to be deposited with complaints for verification of local content.

f. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

**Officer in Charge
Purchase Section
JIPMER Puducherry**