

(An Institute of National Importance under Government of India) टेलीफॉन नं./Telephone No. 0471-2443152 फाक्स/Fax 0471-2446433 / 2550728 ई-मेल/E-mail :sct@sctimst.ac.in वेबसाइट/ Website : www.sctimst.ac.in

Dated: 15/03/2022

Tender No.SCT/H/IMP-IND/P2/21-22/16

Sealed Tenders are invited under two bid systems for the supply of the following stores under Reagent Rental Scheme from Manufacturers/ their accredited Indian Agent/ Distributors in SCTIMST-11.

Sl. No.	Brief Description of System	Quantity	Earnest Money Deposit	
I	IMMUNOHISTOCHEMISTRY AUTO STAINER	1 No.	₹.84,000/-	
Last date and time of submission of bids (Both Technical Bid				
and Commercial Bid)		04/04/2022 upto 1.00 pm		
Date	of tender Opening	04/04/20	22 at 2.30 pm	
Contact Person: Senior Purchase & Stores Officer, Sree Chitra Tirunal Institute for Medical				
Sciences and Technology, Medical College P.O., Thiruvananthapuram – 695011, Kerala. Ph:				

Sciences and Technology, Medical College P.O., Thiruvananthapuram – 695011, Kerala. Ph. 0471-2524 445/145/225/425

Interested bidders are advised to download the complete Tender Enquiry document from the websites www.sctimst.ac.in or www.eprocure.gov.in/cppp.

All bids should be accompanied by **Earnest Money Deposit (EMD) of Rs. 84,000/-**. EMD may be in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque in favour of Director, SCTIMST or a bank guarantee. However, in case of foreign bidder(s) bank guarantee in equivalent Foreign Exchange amount from any of the scheduled commercial bank in India should be accompanied.

The Earnest Money Deposit shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The validity period of Bid is 180 days from the date of Techno-Commercial Bid opening and hence the Earnest Money Deposit shall be valid for 225 days from Techno-Commercial Bid opening date. **The original EMD should be enclosed with Technical Bid only.**

TO THE PROPERTY OF THE PROPERT

श्री चित्रा तिरुनाल आयुर्विज्ञान और प्रौद्योगिकी संस्थान, तिरुवनंतपुरम- 11, केरल Sree Chitra Tirunal Institute for Medical Sciences and Technology, Thiruvananthapuram- 11, Kerala (भारत सरकार के अधीन राष्ट्रीय महत्व संस्थान)

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The EMD will be waived based on the relevant certificate for the tendered items on production of documents such as DGS &D, NSIC Registration Certificate etc for the specific category of item and should remain valid for the period required for EMD.

Clarifications, if any with regard to tender documents may be communicated /sought well in advance before the closing date of the tender.

The tenders should be superscribed tender for (specify name of the item) and addressed to the Director, Sree Chitra Tirunal Institute for Medical Sciences & Technology, Medical College P.O., Trivandrum-11. Late tenders will not be accepted. The tenders will be opened at 2:30 Noon on 04/04/2022 in the presence of such of the tenderers or their authorized representatives who may be present at that time. Tenders will be received upto 1.00 PM on 04/04/2022.

The tender notices are posted in the website of the Institute (www.sctimst.ac.in) and 'http://eprocure.gov.in' for downloading by the prospective tenderers. Tenders will be received upto 1.00 PM on 04/04/2022.

The Director of the Institute reserves the right to accept or reject all or any tender at his sole discretion without assigning any reason.

Tenders not accompanied with equivalent EMD shall automatically stand rejected.

(Sd/-) DIRECTOR



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TERMS & CONDITIONS

In addition to the conditions mentioned in the tender notice and attached schedule the following will also form part and parcel of the tender documents.

- 1. The tender(s) must be submitted as per the tender documents and below terms and conditions. It should be free from corrections/erasures. In case there is any unavoidable correction(s), it should be properly attested. If not the tender(s) will not be considered. Further, tender(s) written in pencil will not be considered.
- 2. (a) The bidder should declare whether they are manufacturer, accredited Agents, or sole representative (indicating the name of Principal) on the top of the Bid.
 - (b) In case of agents quoting in offshore procurements, on behalf of their principal manufacturer(s), one agent cannot represent two manufacturers or quote on their behalf in particular tender. One manufacturer can authorize only one agent / dealer. Only one bid, either from principal manufacturer directly or through one Indian agent on his behalf or Indian/foreign agent on behalf of principal manufacturer shall be entertained.(Annexure-4)
- 3. All offers should be accompanied with detailed specifications, relevant documents as elaborated in Annexure 1 & 2.
- 4. Bids should be accompanied with illustrated catalogue, brand, model number, make, literature, and write up wherever applicable.
- 5. In case the items coming under the provisions of Drugs & Cosmetics Act & Rules, the following should be submitted:
 - (a) For imported items: Central Drugs Controller Certificate from Central Drugs Standard Control Organization, New Delhi.
 - (b) For indigenously manufactured items: Certificate issued by State Drugs Controller
- 6. The documents to be furnished in both the bids are given in Annexure-2. Technical bid will be opened and evaluated first. Price bid of technically qualified bidders will be opened on prior intimation. The lowest offer will be arrived on adding basic cost, GST applicable, incidentals (if any). Negotiation will be conducted with the lowest qualified tenderer only, if required.



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- 7. The Director of the Institute reserves the right to accept the offer by individual items and reject all or any of the tenders in whole or in part without assigning any reason thereof and does not bind itself to accept lowest quotations.
- 8. The prices quoted should be FOR Trivandrum for delivery at Main Store, Hospital Wing, SCTIMST. Rates quoted should not be revised till the supplies are completed and the rate shall be valid for 180 days from the date of opening of bid.
- 9. In case of no quotes against a particular item in the tender(s), this should be clearly mentioned along with reasons. The prices quoted should not be revised till the supplies are completed. The rates should be quoted in words and figures. Incase of difference in quote(s) written in figure and words arise, the amount written in words will be treated as quoted rate. Rates quoted should be free delivery at destination including all charges otherwise the tender is likely to be rejected. Prices quoted for free delivery at destination will be given preference. If there is no indication regarding the FOR, in the tender, then it will be considered as FOR destinations. Price quoted should be net and valid for a minimum period of six months from the date of opening of the tender. GST applicable should be mentioned separately in support of HSN code. If no indication regarding GST is recorded in the tender the GST will be considered as included in the quote(s).
- 10. The successful tenderer shall install the rental equipment as per specification shown in Annexure-1 in the Pathology dept of the Institute.
- 11. The successful tenderer needs to enter into a reagent rental contract with the Institute. The contract period will be initially One Year and extendable on mutual consent.
- 12. The particulars of reagents and rate/price for the same should be mentioned Detailed cost analysis which includes pack volume, pack price, reagent consumption per test, number of test actually available per pack, cost per test, etc., should be provided (to be enclosed with commercial bid only).
- 13. MRP rates of reagents should be indicated in addition to their quoted rates. Rates quoted should be firm for acceptance by us within a period of 6 (six) months (180 days) from the date of opening. The supplier shall keep the price of the reagents frozen during the contract period
- 14. The price charged for the reagents supplied by the Contractor under the contract should in no event exceed the lowest price at which the contractor sells the stores of identical



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description to any other person during the period of the contract. If at any time, during the said period the supplier reduces the said prices of such stores/equipment or sales such stores to any other person/organization/institution at prices lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, SCTIMST and the price payable for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

- 15. The tenderer should submit copy of GST registration certificate, PAN card and IT returns.
- 16. Essentiality Certificate, DSIR Certificate, if needed for the item shall be mentioned in the Technical Bid.
- 17. Detailed Technical bid and Commercial bid should be furnished in separate covers. The items to be included in both the bids are given at annexure-2. Technical bid will be opened first and after evaluation, the commercial bid will be opened on prior information to qualified tenderers. Both the technical bid and commercial bid should be in sealed covers and can be enclosed in a larger sealed cover.
- 18. All offers should be accompanied with:
 - a) Detailed specifications of the items offered.
 - b) Technical diagrams, illustrations etc.
 - c) The delivery schedule of equipment and reagents should be specified in the offer.
 - d) Other documents detailed as per Annexure-2.
- 19. The tenderer submitting the tender would be deemed to have considered and accepted all the terms and conditions.
- 20. Tenders not accompanied with Earnest Money Deposit shall automatically stand rejected. The EMD should have a validity of 45 days beyond the validity of the bid.
- 21. For all supplies / contract above rupees one lakh, the successful tenderer should furnish a performance guarantee / security deposit @ 3 percent of purchase order value excluding GST against items in the form of Fixed Deposit or Bank Guarantee from a nationalized bank/scheduled bank having a validity period of 60 days beyond the completion of all contractual obligations of



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the supplier including warranty. The valid EMD can also be substituted for security deposit and balance amount if any shall be furnished by the successful tenderer.

- 22. In the case of placement of Purchase Order, the vendor (the tenderer whose tender is accepted) shall have to confirm the purchase order within 7 days from the date of receipt of purchase order otherwise it will be deemed that the purchase order is accepted by vendor. However, if the supplier notices any mistake in the contents of the order, he must bring the same to the notice of the Institute and seek clarifications. Supplier will have to bear the responsibility for failure to take this action.
- 23. All supplies are subject to inspection and approval before acceptance. Manufacturer/ supplier warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable. In case of non-acceptance, the materials should be taken back within seven days of intimation with the risk of supplier and the rejected items should be replaced within ten days from the date of non-acceptance.
- 24. Customs Duty, GST rate, packing, forwarding, transportation cost etc., if payable should be included in the quoted price. Any exemptions on above may be mentioned.

25. Mode of payment.

- (1) **For INR:** Electronic Transfer (NEFT) within 30 days of satisfactory receipt and acceptance of items at our store.
- (2) Proforma invoice in triplicate should be submitted.

26. Penalty clause:

(I) **Delay in Delivery:**

- (i) If the delivery of purchased goods is not effected on due date as specified in the purchase order, the Director, SCTIMST will have the right to impose penalty at 0.5 percent per week subject to a maximum of 5 percent of order value.
- (ii) In case the contractor defaults in the due supply of all or any of the articles correctly and promptly, SCTIMST is at liberty to procure the same from elsewhere without canceling the contract as a whole. If the cost is higher than the agreed rate incurred by SCTIMST in such procurements, the excess cost will be deducted from the Suppliers bill



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or adjusted or otherwise realized from his Security deposit or recovered from him by other means.

Recovery Clause: All losses liquidated or otherwise due to the violation of terms and conditions of the purchase order or defective documentation will be to the supplier/agent's account.

- 27. In case the quote is not according to the above terms and conditions, the same will be summarily rejected. Further, false certification in the compliance statement and misrepresentation of facts may attract blacklisting of tenderer.
- 28. All correspondence after tender submission will be by e-mail only and the companies should provide their valid e-mail Id and should keep it updated.
- 29. All successful bidders will have to compulsorily register at SCTIMST Vendor Portal. All the payments will be through online payment mode only.
- 30. All purchases should be effected as per purchase order and as per tender conditions. Supply of items must be as per the schedule / requirement of the department and date of delivery (quantity and date) specified in the purchase order.
- 31. If the product is not consumed within the expiry period, the supplier shall replenish with fresh stock of longer shelf life. Otherwise the expired product shall be taken back by the supplier and the value equal to the cost of the expired quantity shall be recovered from the supplier.
- 32. No advance payment towards the costs of items will be made to the supplier.
- 33. The contractor shall address any quantity issue of reagents within two days and shall replace equal quantity of reagents (reported as unusable due to any quality issue) within 15 days from the receipt of complaint in writing.
- 34. The reagent brand should either be same as that of equipment brand or only those recommended by the equipment manufacturer and need to be specified in the contract. Any change made for the reagent in terms of brand or pack size should be informed in advance to the user.



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- 35. Service Engineer shall be available on any break down or emergency calls. If he fails to repair the instrument within 48 hrs, a standby instrument will be provided by the supplier until the rectification of the fault.
- 36. **Installation & Commissioning**: Supplier should undertake, commissioning and demonstration at our facility free of cost. Equipment should be installed with original institute licensed software.
- 37. Training should be provided free of cost.
- 38. The contractor shall submit the pre-requisite information like Civil works/ Electrical works, Air Conditioning etc. within 2 weeks from the date of receipt of order
- 39. Institute will not pay any AMC /CMC/Caliberation charges and spare charges during the contract period.
- 40. The successful contractor shall analyze the quality control once in a month to check the performance of the instrument.
- 41. The equipment will be returned to the contractor at the end of the contract period or the Institute will retain the equipment on extension of the contract on mutual consent or otherwise.
- 42. During and after the completion of contract period, equipment / equipments will always remain property of successful tenderer.
- 43. SCTIMST will keep the equipment till a new contract is intiated or till the consumption of the supplied reagents whichever is earlier.
- 44. The quantity shown, may increase or decrease to any extent depending upon the actual requirement.
- 45. If the quote is not according to the above terms and conditions, the same will be summarily rejected.
- 46. The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.



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- (i). In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.
- (ii). In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- (iii). The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- (iv). Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3% from within the 25%



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target shall be earmarked for procurement from Micro and Small Enterprise owned by women.

Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."

Preference to Make in India: As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP(BE-II) dated 28.05.2018 and the subsequent orders thereof; the purchaser reserves the right to give preference to the local supplier on production of Declaration on percentage(%) of local content.

- 47. Bidders quoting items manufactured in countries sharing land border with India shall have to comply with GFR Rule 144(xi) and have relevant registration.
- 48. The quoted item should have a valid Indian Standard Quality certification. If there is no Indian Standard as available, then the item should have equivalent certification from a notified body of certification. Notarised copy of equivalent certificate from a notified agency to be enclosed.
- 49. **Dispute clause:** Any dispute relating to the enquiry shall be subjected to the jurisdiction of the court at Trivandrum only.

Sd/-DIRECTOR



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ANNEXURE – 1

Technical specifications for Automated System for Immunohistoachemistry Staining on Paraffin Embedded and Fresh -Frozen Tissure Sections

- 1. Maximum Slide Capacity: 20-30 Slides Per Run With Provision To Run Even With Lesser Number Of Slides.
- 2. Automated From Baking/Deparaffinization To Counterstaining With Haematoxylin.
- 3. The System Should Provide Uniform, Good Quality Staining Of Sections Without Section Lifting.
- 4. All Reagents Except For Primary Anitibodies To Be Provided.
- 5. Suitable "Machine Compatible " Slides Sufficient For ONE Year To Be Provided At No Additional Cost.
- 6. Duration Of Incubation May Vary For Different Primary Antibodies Used In The Same Run. Provision To Vary The Incubation Time Should Be Available.
- 7. Provision For Delay Run Features.
- 8. Barcoded Reagents For Error-Free Operation And Full Process Traceability.
- 9. System Alert When Reagents Are Low Or Waste Is Full.
- 10. Proper Waste Storage.
- 11. Free Software And Computer, Bar Code Printer With Suitable Paper Roll To Be Provided At No Additional Cost.
- 12. Expected workload around 300 slides per month with minimal yearly increment.
- 13. A "Machine Compatible" UPS to be provided at no additional cost.

Detailed reagent cost Analysis required.

Reagent Name	Pack size	Pack cost	GST	Cost / ml

(COMPLIANCE STATEMENT SHOULD BE PROVIDED WHICH SHOULD INVARIABLY INDICATE DOCUMENTARY EVIDENCE IN TERMS OF CATALOGUE, LITERATURE, DATA SHEET OR ANY OTHER DOCUMENTS BY WHICH THE CLAIM IS CONFIRMED).



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ANNEXURE – 2

TECHNICAL BID

The Technical Bid consists of the following:

- 1. Earnest Money Deposit
- 2. Copy of GST Registration Certificate
- 3. Copy of PAN Card
- 4. Clear specification matching as given in the tender document
- 5. Product No/catalogue No. (Catalogue in original to be attached)
- 6. Model No.
- 7. Technical features
- 8. Technical Parameters
- 9. Additional features very particulate to the system
- 10. Manufacturer's Authorisation Form(As specified in Annexure-4)

(Compliance statement should be submitted)(Format below)

SL.NO.	SCTIMST Specification	Your Brand, Model/ Cat.No. if any	YES/NO

COMMERCIAL BID

- 1. Item wise cost of components given in the technical bid
- 2. MRP
- 3. Packing, Forwarding, Freight, Insurance etc if applicable
- 4. GST/IGST
- 5. Delivery period
- 6. Mode of despatch
- 7. Mode of payment
- 8. Agency commission rate



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ANNEXURE-3

GUARANTEE BOND FOR EARNEST MONEY DEPOSIT

In consideration of the Director, SreeChitraTirunal Institute for Medical Sciences &
Technology, Thiruvananthapuram, Kerala (hereinafter called the "Employer") having agreed
to exempt M/s(hereinafter called the said "Contractor")
from the demand under the terms and conditions of Tender
Nodatedissued by the Employer to the said Contractor for
Rs(Rupeesonly) of Earnest Money
Deposit for the due fulfillment by the said Contractor of the terms and conditions contained
in the said tender on production of a bank guarantee for Rs, we, Bank
ofdo hereby undertake to indemnify and keep indemnified the
Employer to the extent of Rsagainst any loss or damage caused to or suffered by the
Employer by reason of any breach by the said Contractor of any of the terms and conditions
contained in the said tender.
We, Bank offurther agree that the guarantee herein
contained shall remain in full force and effect during the period that would be taken for the
finalisation of the said tender and that it shall continue to be enforceable till the tender is finally
decided and order placed on the successful tenderer or tillwhichever is earlier.
We, Bank oflastly undertake not to revoke the guarantee during
its currency except with the previous consent of the Employer in writing.
Notwithstanding anything stated above, our liability under this guarantee is restricted to
Rsunless a demand in writing to
enforce a claim under this guarantee is filed against us before that date, all your rights under the
said guarantee shall be released and discharged from all liability there under.



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ANNEXURE-4

MANUFACTURER'S AUTHORISATION FORM

Medical (ctor, ra Tirunal Institute For Medical Sciences and College P.O, anthapuram-695011.	Technology,	
Dear Sir/I	Madam,		
Ref: Ten	der No dated		
of factories the agent requireme	who a who a name and description at, hereby authorised to submit a bid, process the same further ent as contained in the above referred tender ls as follows:	e Messrs and enter into a contract v	l in the bid) having (name and address of with you against your
SL.No.	Item Description	Brand Name	Model/Cat.No.
1	IMMUNOHISTOCHEMISTRY AUTO STAINER		
We fur	tate that we are not participating directly in the ther confirm that no supplier or (name and address on the same further and enter into a contract with the terred tender documents for the above goods in	firm or individual of the above agent) is authory you against your requirements.	ther than Messrs.
We also quoted di	confirm that the price quoted by our agent rectly"	shall not exceed the price v	which we would have
			Yours faithfully,
	for and on	[Signature with date, r	name and designation]

[Name & address of the manufacturers]



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Note:

- 1. This letter of authorisation should be on the letter head 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 may be sent.