

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
VIKRAM SARABHAI SPACE CENTRE
THIRUVANANTHAPURAM – 695 022

NO. VSSC/P/ADVT/362/2023

15/12/2023

CORRIGENDUM I TO ADVT. NO. VSSC/P/ADVT/362/2023 DT. 27.10.2023

Sub :- Tender No. 8082-2023000672 01– Supply, Installation, Commissioning and Training of Fully Automated Clinical Chemistry Analyser – reg.

We hereby amend the above Public Tender to the extent indicated below :

The receipt and opening date of following tender is hereby extended as detailed below :-

क्रम सं. Sl. No.	निविदा सं. Tender No.	वर्णन / Description	मात्रा Qty.
01.	8082-2023000672 01 [दो भाग / TWO PART]	पूर्णतया स्वतःचालित नैदानिक रासायनिक विश्लेषक की आपूर्ति, संस्थापन, कमीशनिंग तथा प्रशिक्षण Supply, Installation, Commissioning and Training of Fully Automated Clinical Chemistry Analyser.	2 सं./ Nos.
	REVISED TERMS & CONDITIONS ATTACHED		

क्रम सं. / Sl. No.	निविदा प्राप्त करने की अंतिम तिथि / Due Date for Receipt of Tender	निविदा खोलने की तिथि / Tender Opening Date
01.	04/01/2024 up to 16:00 Hrs.	05/01/2024 at 10:00 Hrs

All other terms and conditions of the original tender notice shall remain unchanged.

Sd/-
Sr. Head, Purchase & Stores

TERMS AND CONDITIONS FOR TENDER

➤ **SCOPE OF WORK**

Supply, Installation, Commissioning, Demonstration and Training of Two Nos. of Fully Automated Clinical Chemistry Analyzer for use at Medical Division of VSSC.

➤ **BID VALIDITY**

Offer shall be valid for a minimum period of 180 days from the date of opening of the Part-I: Techno-Commercial Bid. This can be further extended on mutual consent.

➤ **DOCUMENT CHECKLIST & OTHER ANNEXURES**

Checklist for Documents to be submitted (Format at **Annexure-II**) and Annexures mentioned therein are to be duly filled in and attached along with the bid without fail.

➤ **PART-I → TERMS & CONDITIONS FOR TECHNO-COMMERCIAL BID**

All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will be applicable. This will include all notifications issued by the Central Drugs Standard Control Organisation (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.

A. TECHNICAL SPECIFICATIONS FOR FULLY AUTOMATED CLINICAL CHEMISTRY ANALYSER (FLOOR MODEL):

1. **SYSTEM:** Floor Model, Discreet, Multi-channel, Random Access, with automatic rerun, automatic reflex testing and capable of performing tests like Enzymes, substrates, Serum Proteins, Electrolytes and Immuno-turbidimetric, etc.
2. **THROUGH PUT:** At least 350 Photometric tests per hour without ISE.
3. **ASSAY MODES:** End point, Kinetic, Fixed point.
4. **ANALYTICAL METHODS:** Colorimetry, turbidimetry, latex agglutination, homogeneous EIA.
5. **SAMPLE LOADING:** Minimum of 80 sample positions with continuous loading. Bar code reading facility for positive sample identification, real time test requisition downloading from host should be possible.
6. **SAMPLE CUPS:** The analyzer should accept 5ml, 7 ml, and 10 ml test tubes and 2 ml micro cups.
7. **SAMPLE TYPES:** Plasma, Serum, Urine, etc.
8. **STAT FACILITY:** Facility for continuous loading of stat samples without interrupting the routine runs. Minimum 20 STAT sample positions for very urgent samples, with additional provisions for blanks, controls and standards in the same tray.
9. **SAMPLE VOLUME:** 2 to 65 microliters in 0.1 microliter increment.
10. **SAMPLE PROBE:** Probe with Capacitance based liquid level sensor. Sample clot detection, crash prevention facility, auto re-run and auto dilution and serum indices should be available.
11. **REAGENT DISK:** Analyzer reagent tray should have refrigerated reagent disk with at least 50 positions. It should accept 20 ml, 50 ml bottles and 5 ml adapters.

12. **ON-BOARD PARAMETERS TESTS:** Minimum 60 on-board parameters tests and should have unlimited number of programmable profiles and calculation item.
13. **REACTION VOLUME:** Should have reaction/reading volume of 90-350 µl.
14. **REAGENT PROBE:** Should have separate probe for reagent, probe with Capacitance based liquid level sensors and washing facility. Probe crash detection should be available.
15. **STIRRER:** Analyzer should have dedicated immersion mixing facility with a pair of rotating mixer unit with defined variable speeds.
16. **CUVETTES:** Must have more than 55 permanent hard glass. It should have the facility to change individual cuvettes. Cuvettes should not be in direct contact with the incubation liquid.
17. **CUVETTE WASHING:** Analyzer should have automatic on-board washing; it should have provision for extended wash facility with acid and alkali solutions.
18. **PHOTOMETER:** Multi-wavelength grating photometer with minimum of 12 wave-lengths ranging from 340 - 750 nm.
19. **WASTE:** The analyzer should have provision to collect biohazard waste in a separate container.
20. **LAMP SOURCE:** Halogen
21. **QUALITY CONTROL:** Real Time, Individual and cumulative quality control. Automatic QC programming required. Should have extensive QC program and provision for daily & monthly LJ chart.
22. **WATER PLANT:** Compatible RO/ Deionizer plant to be supplied.
23. **SOFTWARE:** Windows.
24. **DATA STORAGE:** 100,000 patient samples.
25. **INTERFACE:** Unidirectional and Bidirectional communication possible.
26. **INSTRUMENT:** Instrument and reagent should be from the same manufacturer, CE certified / US-FDA /ISO 13485 approved.
27. **UPS:** Suitable UPS should be supplied along with the ordered items free of cost.
28. **REAGENTS:** A Comprehensive list of Suitable reagents for use with the analyzer shall also be submitted (without price details) along with Techno-commercial Bid (**as Annexure – B-2**). The list shall include details of the reagent such as Generic Name, Brand Name, Manufacturer and Pack Size.

B. COMMERCIAL TERMS & CONDITIONS:

1.0 Class I Local Suppliers as per Make in India Policy

- 1.1 A supplier or service provider, whose goods, services or works offered for procurement, has local content:
 - a) Equal to or more than 50% : Class-I local supplier.
 - b) More than 20% but less than 50% : Class-II local supplier.
 - c) Less than or equal to 20% : Non-local supplier.

- 1.2 Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. **Declaration regarding percentage of local content should mandatorily be enclosed with your offer (as Annexure – B-1).** Indicate the extent of Minimum Local Content in offered product/service and location of such value additions.

1.3 Only Class I local suppliers as per the provisions of Make in India (MII) Policy issued by the Government of India are eligible to participate in this tender.

2.0 Earnest Money Deposit (EMD)

- 2.1 EMD or Bid Security is obtained to ensure the earnestness of the vendor in the procurement process. Registered Vendors, Central PSUs, PSEs, Autonomous Bodies, Micro and Small Enterprises, KVIC, National Small Industries Corporation, etc., are exempted from the payment of EMD. Other Vendors participating in the tender process have to furnish EMD through NTRP for Rs. 1,10,000/- (Rupees One lakh and ten thousand Only). EMD will be interest free.

- 2.2 **Any tender not accompanied with EMD shall be treated as invalid tender and rejected. Vendors seeking exemption from payment of EMD shall submit necessary proof for exemptions.**

- 2.3 EMD of vendor shall be forfeited if the tenderer/contractor withdraws or amends the tender or deviates from the tender in any respect within the period of the validity of the tender. Failure to furnish Security Deposit/Performance Bond by a successful vendor within the specified period shall also result in forfeiture of EMD.

- 2.4 EMD shall be refunded to all the unsuccessful vendors within thirty days after placement of the Purchase Order. EMD shall be refunded to the successful tenderer / contractor after payment of the Security Deposit. EMD shall be refunded to all the participants in cases where the tender is cancelled or withdrawn by the Centre, within thirty days from the date of such cancellation or withdrawal.

3.0 Delivery, Installation, Commissioning, Demonstration and Training

- 3.1 **Delivery Term:** FOR-VSSC Poly Clinic, Pattom and Colony Health Centre, Thumba, Trivandrum.
- 3.2 **Places of Delivery:** Out of the two Clinical Chemistry Analysers, one each shall be delivered at VSSC Polyclinic, Pattom Trivandrum and VSSC Colony Health Centre, Thumba, Trivandrum.
- 3.3 **Delivery Period:** The items shall be supplied within 30 days from the date of receipt and acceptance of the Purchase Order.
- 3.4 Installation, Commissioning, Demonstration and Training shall be done by the Supplier free of cost. All Manuals, Certificates and other documents shall be submitted at the time of delivery.

4.0 Liquidated Damages

The Delivery Period of the stores, including satisfactory installation, commissioning and training, stipulated in the Purchase Order is the essence of the contract. In case of delay in delivery of material as per the delivery schedule mutually agreed and stipulated in the purchase order, liquidated damages @0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. If the contract includes installation and commissioning, the LD shall be levied on the full order value.

5.0 Security Deposit

Upon issue of the Purchase Order (PO), Security Deposit (SD) shall be submitted for 3% of the value of the PO towards satisfactory execution of the PO. The SD shall be submitted either by Bank Guarantee or Fixed Deposit Receipt or Insurance Surety Bond from a Scheduled/Nationalized Bank on non-judicial stamp paper (Rs.200/-) valid for a period of 60 days beyond the date of the completion/delivery as per the PO. MSME/NSIC Units are NOT EXEMPTED from the payment of SD. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited. The percentage reconsideration shall be based on guidelines issued by Govt. of India, from time to time.

6.0 Warranty

Warranty as offered by the Original Equipment Manufacturer shall be extended to us.

7.0 Performance Bank Guarantee

Performance Bank Guarantee (PBG) Bank Guarantee at 3% of Order Value valid till the completion of warranty period plus 2 months claim period shall be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of warranty obligations, PBG will be forfeited. The percentage reconsideration shall be based on guidelines issued by Govt. of India, from time to time).

8.0 Annual Maintenance Charges

8.1 Annual Maintenance Contract will be concluded by VSSC at our discretion after warranty.

8.2 Non-Comprehensive AMC Charges and the price list of essential spares in this regard shall be submitted along with Part-II: Price Bid.

9.0 Payment

9.1 Payment Term: 100% within 30 days after receipt and acceptance of item at our site.

9.2 Supplier's Invoice shall invariably bear the GST Registration No. (GSTIN) & the applicable GST rates with HSN code. In the absence of these, the invoices shall not be processed for payment.

9.3 VSSC's GSTIN is 32AAAGV0026J1ZL and our Bankers are State Bank of India, Thumba Branch and IFS Code is SBIN0002279.

10.0 Arbitration:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre – Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be “English” only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

➤ **PART-II → TERMS & CONDITIONS FOR PRICE BID**

11.0 Rates (Firm & Fixed)

- 11.1 The price details in respect of the equipment, Non-Comprehensive AMC charges, Price lists of essential spares and reagents shall be provided as per the Price Format at Annexure-D.
- 11.2 The rates offered shall be firm and fixed and no escalation shall be entertained. The rate variations due to statutory levy changes by the State/Central Government shall be allowed as cost hike, as the case may be.
- 11.3 There shall be no corrections/overwriting, etc., in the quote and all the pages of the offer shall be signed and stamped.

12.0 Reagent Rental Agreement

In case you are interested in reagent rental agreement, proposal for the same shall be submitted along with your offer (as Annexure – E) and can be finalized based on mutual agreement.

ANNEXURE-II**CHECKLIST FOR DOCUMENTS TO BE SUBMITTED**

No.	Particulars	Annexure	Submitted (Yes / No / N/A)
1	EMD OR EXEMPTION LETTER (as applicable)	---	
2	PART - I : TECHNO-COMMERCIAL BID		
(i)	Details of the Bidder & Supplier (in the prescribed format)	A	
(ii)	Compliance Statement for Technical Specifications (in the prescribed format)	B	
(iii)	Declaration regarding Minimum Local Content	B-1	
(iv)	List of Reagents (without Price details)	B-2	
(v)	Compliance Statement for Commercial T&Cs (in the prescribed format)	C	
(vi)	OEM Authorisation Letter in respect of Supplier (if applicable)	C-1	
3	PART - II : PRICE BID		
(vii)	Product & Price details (in the prescribed format)	D	
(viii)	Proposal for Reagent Rental Agreement	E	

We hereby certify that we are complying with the above in response to the Tender No. 8082 2023 00 0672 01 dated 27/10/2023 for SUPPLY, INSTALLATION, COMMISSIONING AND TRAINING OF FULLY AUTOMATED CLINICAL CHEMISTRY ANALYSER to VSSC.

Date :

Seal

Signature of Authorized Person
Designation

ANNEXURE – A**PART I (TO BE PROVIDED WITH TECHNO-COMMERCIAL BID)****DETAILS OF BIDDER & SUPPLIER**

DETAILS OF BIDDER		
1	Name of Bidder (M/s.)	
2	Address for communication with Pincode	
3	Contact No.	
4	e-Mail Address	
5	GST Registration No.	
6	PAN	
DETAILS OF AUTHORISED CONTACT PERSON		
1	Name	
2	Designation	
3	Contact No.	
4	e-Mail Address	
DETAILS OF SUPPLIER (TO WHOM PURCHASE ORDER SHOULD BE SENT)		
1	Name of Supplier (M/s.)	
2	Address for communication with Pincode	
3	Contact No.	
4	e-Mail Address	
5	GST Registration No.	
6	PAN	
7	Bank Account No. (as appearing in the cheque book)	
8	Type of Account (Current/Savings)	
9	Name of Bank	
10	Name of Branch & Address	
11	Branch email ID	
12	IFSC	

Signature of Authorized Person
Designation

Seal

ANNEXURE – B**PART I (TO BE PROVIDED WITH TECHNO-COMMERCIAL BID)****COMPLIANCE STATEMENT FOR TECHNICAL SPECIFICATIONS****MAKE & MODEL:** -----**PLEASE INDICATE COMPLIANCE TO THE TECHNICAL SPECIFICATIONS AND PROVIDE DETAILS AS PER THE TABLE BELOW:**

(In case of non-compliance of any term or any explanation, please provide remarks in the corresponding column)

SL. NO.	SPECIFICATION	COMPLIANCE	REMARKS
1.	SYSTEM: Floor Model, Discreet, Multi-channel, Random Access, with automatic rerun, automatic reflex testing and capable of performing tests like Enzymes, substrates, Serum Proteins, Electrolytes and Immuno-turbidimetric, etc.		
2.	THROUGH PUT: At least 350 Photometric tests per hour without ISE.		
3.	ASSAY MODES: End point, Kinetic, Fixed point.		
4.	ANALYTICAL METHODS: Colorimetry, turbidimetry, latex agglutination, homogeneous EIA.		
5.	SAMPLE LOADING: Minimum of 80 sample positions with continuous loading. Bar code reading facility for positive sample identification, real time test requisition downloading from host should be possible.		
6.	SAMPLE CUPS: The analyzer should accept 5ml, 7 ml, and 10 ml test tubes and 2 ml micro cups		
7.	SAMPLE TYPES: Plasma, Serum, Urine, etc.		
8.	STAT FACILITY: Facility for continuous loading of stat samples without interrupting the routine runs. Minimum 20 STAT sample positions for very urgent samples, with additional provisions for blanks, controls and standards in the same tray.		

SL. NO.	SPECIFICATION	COMPLIANCE	REMARKS
9.	SAMPLE VOLUME: 2 to 65 microliters in 0.1 microliter increment.		
10.	SAMPLE PROBE: Probe with Capacitance based liquid level sensor. Sample clot detection, crash prevention facility, auto re-run and auto dilution and serum indices should be available.		
11.	REAGENT DISK: Analyzer reagent tray should have refrigerated reagent disk with at least 50 positions. It should accept 20 ml, 50 ml bottles and 5 ml adapters.		
12.	ON-BOARD PARAMETERS TESTS: Minimum 60 on-board parameters tests and should have unlimited number of programmable profiles and calculation item.		
13.	REACTION VOLUME: Should have reaction/reading volume of 90-350 µl.		
14.	REAGENT PROBE: Should have separate probe for reagent, probe with Capacitance based liquid level sensors and washing facility. Probe crash detection should be available.		
15.	STIRRER: Analyzer should have dedicated immersion mixing facility with a pair of rotating mixer unit with defined variable speeds.		
16.	CUVETTES: Must have more than 55 permanent hard glass. It should have the facility to change individual cuvettes. Cuvettes should not be in direct contact with the incubation liquid.		
17.	CUVETTE WASHING: Analyzer should have automatic on-board washing; it should have provision for extended wash facility with acid and alkali solutions.		
18.	PHOTOMETER: Multi-wavelength grating photometer with minimum of 12 wave-lengths ranging from 340 - 750 nm.		
19.	WASTE: The analyzer should have provision to collect biohazard waste in a separate container.		

SL. NO.	SPECIFICATION	COMPLIANCE	REMARKS
20.	LAMP SOURCE: Halogen		
21.	QUALITY CONTROL: Real Time, Individual and cumulative quality control. Automatic QC programming required. Should have extensive QC program and provision for daily & monthly LJ chart.		
22.	WATER PLANT: Compatible RO/ Deionizer plant to be supplied.		
23.	SOFTWARE: Windows.		
24.	DATA STORAGE: 100,000 patient samples.		
25.	INTERFACE: Unidirectional and Bidirectional communication possible.		
26.	INSTRUMENT: Instrument and reagent should be from the same manufacturer, CE certified / US-FDA /ISO 13485 approved.		
27.	UPS: Suitable UPS should be supplied along with the ordered items free of cost.		
28.	REAGENTS: A Comprehensive list of Suitable reagents for use with the analyzer shall also be submitted (without price details) along with Techno-commercial Bid. The list shall include details of the reagent such as Generic Name, Brand Name, Manufacturer and Pack Size.		

SIGNATURE, NAME & DESIGNATION
OF THE AUTHORISED PERSON WITH COMPANY SEAL

PART I (TO BE PROVIDED WITH TECHNO-COMMERCIAL BID)**COMPLIANCE STATEMENT FOR COMMERCIAL TERMS & CONDITIONS**

Please indicate compliance to the Terms & Conditions and provide details as per the table below:
(In case of non-compliance of any term or any explanation, please provide remarks in the corresponding column)

SL. NO.	TERMS & CONDITIONS	COMPLIANCE (Please indicate Yes / No / N/A)	REMARKS
1	Validity of the offer	Offer shall be valid for a minimum period of 180 days from the date of opening of the Part-I: Techno-Commercial Bid. This can be further extended on mutual consent.	
2	Class I Local Suppliers as per Make in India Policy	Only Class I local suppliers as per the provisions of Make in India (MII) Policy issued by the Government of India are eligible to participate in this tender.	
3	Delivery Term	FOR-VSSC Poly Clinic, Pattom and Colony Health Centre, Thumba, Trivandrum	
4	Delivery Place	Out of the two Clinical Chemistry Analysers, one each shall be delivered at VSSC Polyclinic, Pattom Trivandrum and VSSC Colony Health Centre, Thumba, Trivandrum.	
5	Delivery Period	Within 30 days from the date of receipt & acceptance of the PO	
6	Installation, Commissioning, Demonstration and Training	Installation, Commissioning, Demonstration and Training shall be done by the Supplier free of cost. All Manuals, Certificates and other documents shall be submitted at the time of delivery.	
7	Payment Term	100% payment within 30 days after receipt & acceptance of the item at our site.	

SL. NO.	TERMS & CONDITIONS		COMPLIANCE (Please indicate Yes / No / N/A)	REMARKS
8	Liquidated Damages (LD)	In case of delay in delivery of material as per the delivery schedule mutually agreed and stipulated in the order, Liquidated Damages @0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied.		
9	Security Deposit	Upon issue of the Purchase Order (PO), Security Deposit (SD) shall be submitted for 3% of the value of the PO towards satisfactory execution of the PO. SD shall be submitted either by Bank Guarantee or Fixed Deposit Receipt or Insurance Surety Bond from a Scheduled/Nationalized Bank on non-judicial stamp paper (Rs.200/-) valid for a period of 60 days beyond the date of the completion/delivery as per the PO.		
10	Warranty	Warranty as offered by the Original Equipment Manufacturer shall be extended to us. (Please mention the applicable Warranty Period in the REMARKS Column)		
11	PBG	Performance Bank Guarantee (PBG) Bank Guarantee at 3% of Order Value valid till the completion of warranty period plus 2 months claim period shall be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of warranty obligations, PBG will be forfeited. The percentage reconsideration shall be based on guidelines issued by Govt. of India, from time to time).		

SIGNATURE, NAME & DESIGNATION
OF THE AUTHORISED PERSON WITH COMPANY SEAL

ANNEXURE-D**PART-II (TO BE PROVIDED SEPARATELY WITH PART-II : PRICE BID)****(a) PRICE DETAILS OF FULLY AUTOMATED CLINICAL CHEMISTRY ANALYSER**

Item description	Make & Model	Unit Cost (in Rs.)	GST %	Amount (incl. GST) (in Rs.)	Total Amount incl. GST for tendered quantity (in Rs.)
Fully Automated Clinical Chemistry Analyzer					
Packing & Forwarding Charges (if applicable)					
AMC (Non-Comprehensive Charges)	---				

(b) PRICE LIST OF ESSENTIAL SPARES

Sl. No.	Item Description	Unit Cost (in Rs.)	GST%	Amount (incl. GST) (in Rs.)

(c) PRICE LIST OF REAGENTS WITH PACK SIZE AND PRICE

Sl. No.	Generic Name	Brand Name	Manufacturer	Pack Size	MRP (in Rs.)	Rate/Pack offered to VSSC (in Rs.)	GST%

SIGNATURE, NAME & DESIGNATION
OF THE AUTHORISED PERSON WITH COMPANY SEAL