



No. AIIMS/PAT/MS/2023/F-20316/376

Date:- 13/04/2023

Inviting Comments


Subject: Purchase of Consumables for Automated Immunoassay Analyser (Model Access-2) at AIIMS, Patna on Proprietary basis Inviting Comments thereon.

AIIMS Patna is going to procure below cited **Automated Immunoassay Analyser (Model Access-2)** from **M/s Beckman Coulter Inc. USA** on proprietary basis (**Product Manufacture by M/s Beckman Coulter Inc. USA**). The proposal submitted by **M/s Beckman Coulter India Pvt. Ltd.** has Proprietary Article Certificates, List of Consumable and Agreement to be signed with AIIMS, Patna

The above document are being uploaded for open information to submit objections, comments if any from any manufacturer regarding proprietary nature of the equipment/item within 15 days from the date of issue/uploading of the notification giving reference: **No. AIIMS/PAT/MS/2023/F-20316**

The comments should be sent to Medical Superintendent Office, AIIMS, Patna on or before28/04/2023.... Up to 3:00 PM by registered post/hand or E-mail (**mnpurchase@aiimspatna.org**) failing which it will be presumed that no other vendor is having any comments to offer and case will be decided on merits.

Yours Sincerely


13/04/23

(Dr. Mukta Agarwal)

Dy. Medical Superintendent

AIIMS, Patna

Dy. Medical Superintendent

AIIMS, Patna

Enclosure:- PAC & Item List

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Beckman Coulter India Pvt. Ltd.

Regional Office:
DSM: 433-434 & 435
4th Floor, DLF Tower
15 Shivaji Marg, Najafgarh Road
New Delhi-110015
Tel: +91 11 40112931, Fax: +91 11 40112940
Email: dxtendersindia@beckman.com

Ref.: BCIPL/GEN/101/2022

Dated: December 6, 2022

PROPRIETARY ARTICLE CERTIFICATE

To Whom It May Concern:

We hereby declare that Automated Immunoassay Analyzer (Model: Access 2) and all its reagents and consumables as per list below are proprietary product manufactured by our principal M/s Beckman Coulter Inc., USA.

S.No.	Part No	Description	Pack Size
1	33860	Thyroglobulin	2x50 Test
2	A32898	Thyroglobulin Ab II	2x50 Test
3	A12985	TPO Ab	2x50 Test
4	A13422	Free T3	2x50 Test
5	33880	Free T4	2x50 Test
6	33830	Total T3	2x50 Test
7	33800	Total T4	2x50 Test
8	B63284	TSH Reagent (3rd Gen)	2x100 Test
9	A10826	DHEA-S	2x50 Test
10	B84493	Access Sensitive Estradiol (2x50 Det)	2x50 Test
11	33570	Unconjugated Estriol	2x50 Test
12	33520	hFSH	2x50 Test
13	A85264	Total BhCG (5th IS)	2x50 Test
14	A36097	Inhibin A	2x50 Test
15	33510	hLH	2x50 Test
16	33550	Progesterone	2x50 Test
17	33530	Prolactin	2x50 Test
18	33560	Testosterone	2x50 Test
19	B13127	AMH	2x50 Test
20	A48571	PAPP-A	2x50 Test
21	33600	Cortisol (serum, Plasma, Urine)	2x50 Test
22	33210	AFP	2x50 Test
23	386357	OV Monitor (CA 125 Antigen)	2x50 Test
24	387620	BR Monitor (CA 15-3 Antigen)	2x50 Test
25	387687	GI Monitor (CA 19.9 Antigen)	2x50 Test
26	33200	CEA	2x50 Test
27	37210	Hybritech Free PSA	2x50 Test
28	37200	Hybritech PSA	2x50 Test
29	33580	Ultrasensitive hGH	2x50 Test
30	A16972	Intact PTH (Routine or Intraoperative)	2x50 Test
31	B24838	25 (OH) Vitamin D Total for use on Access	2x50 Test
32	A16364	EPO	2x50 Test
33	33020	Ferritin	2x50 Test
34	A98032	Folate	2x50 Test
35	387992	Intrinsic Factor Ab	2x50 Test
36	A32493	sTfR	2x50 Test

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Registered Office: Unit Nos. TF-B-07(A) to 15, Third Floor, B Wing, Art Guild House, Phoenix Market City, L.B.S. Road, Kurla (West), Mumbai-400070. Tel: +91 22 68385000 Fax: +91 22 68385060
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 Email: dxtendersindia@beckman.com

37	33000	Vitamin B12	2x50 Test
38	386371	CK-MB	2x50 Test
39	33710	Digoxin	2x50 Test
40	973243	Myoglobin	2x50 Test
41	B52699	ACCESS hsTNI 2X50 DET	2x50 Test
42	33410	Ultrasensitive Insulin	2x50 Test
43	A16369	IL-6	2x50 Test
44	C22593	ACCESS PCT 2X50 DET	
45	33865	Thyroglobulin Cals, S0-S5	
46	A36920	Thyroglobulin Ab II Cals S0-S5	
47	A18227	TPO Ab Cals - S0-S5	
48	A13430	Free T3 Cals S0-S5	
49	33885	Free T4 Cals S0-S5	
50	33835	Total T3 Cals S0-S5	
51	33805	Total T4 Cals	
52	B63285	TSH (3rd Gen.) Calibrator Set	
53	A10827	DHEA-S Cals, S0-S5	
54	B84494	Access Sensitive Estradiol Calibrators	
55	33575	Unconjugated Estriol Cals S0-S6	
56	33525	hFSH Cals	
57	B11754	Total BhCG (5th IS) Cals S0-S5	
58	A36098	Inhibin A Cals S0-S6	
59	33515	hLH Cals	
60	33555	Progesterone Cals	
61	33535	Prolactin Cals	
62	33565	Testosterone Cals, S0-S5	
63	B13128	AMH Cals S0 - S5	
64	A48572	PAPP-A Cals S0-S5	
65	33605	Cortisol Cals S0-S5	
66	33215	AFP Cals S0-S6	
67	386358	OV Monitor (CA 125 Antigen) Cals	
68	387647	BR Monitor (CA 15-3 Antigen) Cals S0-S5	
69	387688	GI Monitor (CA 19.9 Antigen) Cals S0-S5	
70	33205	CEA Cals	
71	37215	Hybritech Free PSA Cals	
72	37205	Hybritech PSA Cals	
73	33585	Ultrasensitive hGH Cals S0-S5	
74	A16953	Intact PTH (Routine or Intraoperative)Cals S0-S5	
75	B24839	25 (OH) Vitamin D Total Cals	
76	A16365	EPO Cals - 5 x 2.5mL, 1 x 10mL	
77	33025	Ferritin Cals	
78	A98033	Folate / Folate RBC Cals S0-S5	
79	387993	Intrinsic Factor Ab Cals	
80	A32494	Soluble Transferrin Receptor (STfR) Cals S0-S5	



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Email: dxtendersindia@beckman.com

81	33005	Vitamin B12 Cals	
82	386372	CK-MB Cals 50-55	
83	33715	Digoxin Cals S0-S5	
84	973244	Myoglobin Cals	
85	B52700	ACCESS hsTNI CALS S0-S6	
86	33415	Ultrasensitive Insulin Cal S0-S5	
87	A16370	IL-6 Cals S0-S5	
88	C22594	ACCESS PCT CALIBRATOR KIT	
89	81906	Substrate 4 X 130ML (Access / DxI)	
90	81901	Reaction Vessels 16X98 (Access2)	
91	A16792	Wash Buffer II, 4 x 1950 mL (Access2)	
92	81911	Contrad 70, 1 X 1 Ltrs.	
93	81912	Citranox, 1 X 1 Gallon	
94	81910	System Check Solution, 6 X 4M	
95	81904	Waste Bags 20/Box (Access)	
96	81902	Sample Cup 1000X2ML	
97	651412	Sample Cup .5ML 1000/PK	
98	37219	Hybritech Free PSA QC	
99	37209	Hybritech PSA QC	
100	387999	Intrinsic Factor Ab QC, 3XBI-LVL	
101	A16371	IL-6 QC	
102	A36100	Inhibin A QC	
103	A48573	PAPP-A QC	
104	B13129	AMH QC C1 - C3	
105	B11056	Access sTfR QC1 kit	
106	33006	Vitamin B12 S0 Calibrator	
107	A99250	Folate / Folate RBC Calibrator S0	
108	33216	AFP Sample Diluent 14ML	
109	33546	Estradiol Calibrator S0	
110	33556	Progesterone Calibrator S0	
111	37206	Hybritech PSA Sample Diluent 14ML	
112	81908	Sample Diluent A, 1 X 4ML	
113	A79783	Sample Diluent A Onboard Reagent Kit	

Beckman Coulter India Private Limited is the sole entity to import, promote and market above products in India either directly or through its authorized distributors.

Thanking you,

For Beckman Coulter India Private Limited



DocuSigned by:
Raghavendra SR
Signer Name: Raghavendra SR
Signing Reason: I approve this document
Signing Time: 08-Dec-2022 12:43:47 PM IST
BBE3166BE214E16ADE2DE7229A78477

(Raghavendra S.R.)
Sales Head - Government Business, India
Clinical Diagnostic

Beckman Coulter India Pvt. Ltd.

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Email: dxtendersindia@beckman.com

Ref.: BCIPL/GEN/101/2022
Dated: December 6, 2022

To,
The Director,
All India Institute of Medical Sciences,
Patna, Bihar - 801507

Sub.: Authorization

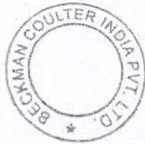
Dear Sir/Madam,

This is to notify that M/s. Rose Medicare Pvt Ltd, having registered office at 203, Prafulla Place, G.M.Road, Patna-4, is our Authorized Dealer for FY 2022-2023 for the above mentioned reference number. They are authorized to supply, raise bills and receive payment only and Rate contract holder shall be responsible for all acts of commission and omission carried out by beneficiary/Billing Agency.

This authorization is valid until revoked by us and informed to your office in writing.

Thanking you,

For Beckman Coulter India Private Limited



DocuSigned by:
Raghavendra SR
Signer Name: Raghavendra SR
Signing Reason: I approve this document
Signing Time: 08-Dec-2022 12:43:56 PM IST
B8E83150BE214E19AD52DE7299A78477

(Raghavendra S.R.)
Sales Head - Government Business, India
Clinical Diagnostics

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Regional Office:
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 Marathalli Outer Ring road
 Bengaluru - 560103
 Tel: 080-67515700
 Email: dxtendersindia@beckman.com

Ref.: BCIPL/GEN/024/2023

Dated: February 16, 2023

To,
 The Director,
 All India Institute of Medical Sciences,
 Patna, Bihar - 801507

Reference:

1. Purchase Order no. AIIMS/Pat/Tender/NOA/2017-18/F-8750/047 dated 02/04/2019
2. No. AIIMS/Pat/PC/RC/LAB/2017-18/20316 for Supply of Reagents/Consumables used for Automated Immunoassay Analyser (Model Access-2) in AIIMS Patna.

Sub.: Price List of Reagents / Consumables.

Dear Sir,

Please find below price list of Reagents / Consumables used for Automated Immunoassay Analyser (Model: Access 2):

S.No.	Part No	Description	Pack Size	Price / Unit (INR)
1	33860	Thyroglobulin	2x50 Test	17,625.00
2	A32898	Thyroglobulin Ab II	2x50 Test	13,125.00
3	A12985	TPO Ab	2x50 Test	13,125.00
4	A13422	Free T3	2x50 Test	6,402.00
5	33880	Free T4	2x50 Test	6,402.00
6	33830	Total T3	2x50 Test	2,700.00
7	33800	Total T4	2x50 Test	2,700.00
8	B63284	TSH Reagent (3rd Gen)	2x100 Test	5,400.00
9	A10826	DHEA-S	2x50 Test	15,562.50
10	B84493	Access Sensitive Estradiol (2x50 Det)	2x50 Test	5,500.00
11	33570	Unconjugated Estriol	2x50 Test	9,562.50
12	33520	hFSH	2x50 Test	4,000.00
13	A85264	Total BhCG (5th IS)	2x50 Test	5,500.00
14	A36097	Inhibin A	2x50 Test	29,625.00
15	33510	hLH	2x50 Test	4,000.00
16	33550	Progesterone	2x50 Test	6,050.00
17	33530	Prolactin	2x50 Test	5,350.00
18	33560	Testosterone	2x50 Test	9,562.50
19	B13127	AMH	2x50 Test	65,000.00
20	A48571	PAPP-A	2x50 Test	43,560.00
21	33600	Cortisol (serum, Plasma, Urine)	2x50 Test	9,735.00
22	33210	AFP	2x50 Test	14,164.50
23	386357	OV Monitor (CA 125 Antigen)	2x50 Test	22,125.00
24	387620	BR Monitor (CA 15-3 Antigen)	2x50 Test	22,312.50

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 Marathalli Outer Ring road
 Bengaluru - 560103
 Tel: 080-67515700
 Email: dxtendersindia@beckman.com

25	387687	GI Monitor (CA 19.9 Antigen)	2x50 Test	22,264.00
26	33200	CEA	2x50 Test	12,500.00
27	37210	Hybritech Free PSA	2x50 Test	11,859.00
28	37200	Hybritech PSA	2x50 Test	12,654.00
29	33580	Ultrasensitive hGH	2x50 Test	12,500.00
30	A16972	Intact PTH (Routine or Intraoperative)	2x50 Test	13,480.00
31	B24838	25 (OH) Vitamin D Total for use on Access	2x50 Test	25,270.00
32	A16364	EPO	2x50 Test	31,875.00
33	33020	Ferritin	2x50 Test	7,567.00
34	A98032	Folate	2x50 Test	10,089.00
35	387992	Intrinsic Factor Ab	2x50 Test	29,625.00
36	A32493	sTfR	2x50 Test	17,625.00
37	33000	Vitamin B12	2x50 Test	9,000.00
38	386371	CK-MB	2x50 Test	8,812.50
39	33710	Digoxin	2x50 Test	13,125.00
40	973243	Myoglobin	2x50 Test	10,387.50
41	B52699	ACCESS hsTNI 2X50 DET	2x50 Test	13,125.00
42	33410	Ultrasensitive Insulin	2x50 Test	9,562.50
43	A16369	IL-6	2x50 Test	44,887.50
44	C22593	ACCESS PCT 2X50 DET		78,000.00
45	33865	Thyroglobulin Cals, S0-S5		10,312.50
46	A36920	Thyroglobulin Ab II Cals S0-S5		9,187.50
47	A18227	TPO Ab Cals - S0-S5		20,100.00
48	A13430	Free T3 Cals S0-S5		4,556.00
49	33885	Free T4 Cals S0-S5		4,556.00
50	33835	Total T3 Cals S0-S5		3,500.00
51	33805	Total T4 Cals		3,500.00
52	B63285	TSH (3rd Gen.) Calibrator Set		3,500.00
53	A10827	DHEA-S Cals, S0-S5		14,068.40
54	B84494	Access Sensitive Estradiol Calibrators		2,200.00
55	33575	Unconjugated Estriol Cals S0-S6		8,838.75
56	33525	hFSH Cals		2,000.00
57	B11754	Total BhCG (5th IS) Cals S0-S5		2,200.00
58	A36098	Inhibin A Cals S0-S6		18,712.50
59	33515	hLH Cals		2,200.00
60	33555	Progesterone Cals		2,200.00
61	33535	Prolactin Cals		3,500.00
62	33565	Testosterone Cals, S0-S5		7,836.38
63	B13128	AMH Cals S0 - S5		14,500.00
64	A48572	PAPP-A Cals S0-S5		20,000.00
65	33605	Cortisol Cals S0-S5		3,500.00
66	33215	AFP Cals S0-S6		5,335.00
67	386358	OV Monitor (CA 125 Antigen) Cals		9,360.00
68	387647	BR Monitor (CA 15-3 Antigen) Cals S0-S5		8,820.47

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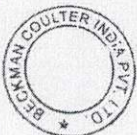
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 Bengaluru - 560103
 Tel: 080-67515700
 Email: dxtendersindia@beckman.com

69	387688	GI Monitor (CA 19.9 Antigen) Cals S0-55	9,500.00
70	33205	CEA Cals	5,500.00
71	37215	Hybritech Free PSA Cals	5,000.00
72	37205	Hybritech PSA Cals	5,335.00
73	33585	Ultrasensitive hGH Cals S0-S5	5,000.00
74	A16953	Intact PTH (Routine or Intraoperative)Cals S0-S5	5,000.00
75	B24839	25 (OH) Vitamin D Total Cals	8,670.00
76	A16365	EPO Cals - 5 x 2.5mL, 1 x 10mL	11,250.00
77	33025	Ferritin Cals	5,000.00
78	A98033	Folate / Folate RBC Cals S0-S5	5,000.00
79	387993	Intrinsic Factor Ab Cals	11,625.00
80	A32494	Soluble Transferrin Receptor (STfR) Cals S0-S5	6,300.00
81	33005	Vitamin B12 Cals	3,500.00
82	386372	CK-MB Cals 50-55	8,418.79
83	33715	Digoxin Cals S0-S5	5,437.50
84	973244	Myoglobin Cals	9,937.93
85	B52700	ACCESS hsTNI CALS S0-S6	6,062.39
86	33415	Ultrasensitive Insulin Cal S0-S5	7,697.25
87	A16370	IL-6 Cals S0-S5	11,458.12
88	C22594	ACCESS PCT CALIBRATOR KIT	13,984.00
89	81906	Substrate 4 X 130ML (Access / DxI)	14,065.00
90	81901	Reaction Vessels 16X98 (Access2)	1,568.00
91	A16792	Wash Buffer II, 4 x 1950 mL (Access2)	3,104.00
92	81911	Contrad 70, 1 X 1 Ltrs.	1,746.00
93	81912	Citranox, 1 X 1 Gallon	2,560.80
94	81910	System Check Solution, 6 X 4M	1,815.00
95	81904	Waste Bags 20/Box (Access)	3,000.00
96	81902	Sample Cup 1000X2ML	1,500.00
97	651412	Sample Cup .5ML 1000/PK	2,500.00
98	37219	Hybritech Free PSA QC	8,756.25
99	37209	Hybritech PSA QC	9,581.25
100	387999	Intrinsic Factor Ab QC, 3XBI-LVL	24,375.00
101	A16371	IL-6 QC	12,375.00
102	A36100	Inhibin A QC	13,033.50
103	A48573	PAPP-A QC	23,600.00
104	B13129	AMH QC C1 - C3	18,500.00
105	B11056	Access sTfR QC1 kit	29,332.00
106	33006	Vitamin B12 S0 Calibrator	2,740.44
107	A99250	Folate / Folate RBC Calibrator S0	2,650.72
108	33216	AFP Sample Diluent 14ML	3,473.67
109	33546	Estradiol Calibrator S0	6,000.00
110	33556	Progesterone Calibrator S0	3,160.61
111	37206	Hybritech PSA Sample Diluent 14ML	2,740.22

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Bengaluru - 560103
Tel: 080-67515700
Email: dxtendersindia@beckman.com

112	81908	Sample Diluent A, 1 X 4ML		2,550.96
113	A79783	Sample Diluent A Onboard Reagent Kit		2,812.50

Note:

1. Taxes will be charged extra as applicable at the time of supply.
2. If there is any change in Taxation, the rate of Tax levied will be as applicable at the time of supply.
3. Supplies will be done through our authorized distributor

Thanking you,

For Beckman Coulter India Private Limited



DocuSigned by:
Raghavendra S.R.
Signer Name: Raghavendra SR
Signing Reason: I approve this document
Signing Time: 18-Feb-2023 | 12:07:44 AM IST
B8E63150BE214E19ADE2DE7229A78477

(Raghavendra S.R.)
Sales Head - Government Business, India
Clinical Diagnostics

Beckman Coulter India Pvt. Ltd.

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CIN: U33119MH2005PTC157177 www.beckmancoulter.com

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Agreement

This agreement is made against contract inquiry no. **AIIMS/PAT/MS/2023/F-20316** for Rate Contract for Supply of _____ at AIIMS, Patna on the date _____ between All India Institute of Medical Sciences, Phulwarisharif Patna, acting through Medical Superintendent **AIIMS Patna. ALL India Institute of Medical Sciences (AIIMS) Patna, Phulwarisharif, Patna-801507** (hereinafter called "Client" which expression shall unless repugnant to the context or meaning there of be deemed to mean include its successors, legal, representative and assign) of the First Part.

Second Part

_____ if it's Registered Office:-
_____ (herein after called "Agency" expression unless repugnant to the context shall mean and include its successors-in-interest assign etc.) of the Second part.

Whereas the "client" is desirous to engage "Agency" for supply Consumables as **ANNEXURE-01** listed items at AIIMS Patna as per the terms and condition stated. In reference to tender bid for above mentioned items. Your product as mentioned in **Annexure-1**, are being covered

under Annual rate contract. The terms and condition to govern the annual rate contract are as follows:

The award of rate contract is not linked to the procurement style opted by Procurement Cell/ Institute during the entire period of rate contract. Any item under rate contract may be procured through supply order. Mode of procurement and inventory management of any item may be changed at any point of time.

1. **(A) PROCUREMENT ON SUPPLY ORDER BASIS:** - Supply of material is covered under this rate contract may increase or decrease. It will be made available on the basis of written supply order with terms and conditions as enumerated therein. It will be the responsibility of supplier to have an access with PROCUREMENT CELL to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving/ non-moving inventories, for which following mechanism will be observed: -

I. Besides having liaising with user department, you will be allowed to have access to Computerized system to know the consumption pattern / reports of the items at and peripheral sub stores can also be concerned

II. Stock in hand position provided on demand.

III. Access to Procurement cell is allowed to know the status of expiry /slow moving /non-moving products.

IV. The company will own the responsibility of overstocking & expiry.

V. The company will take all preventive measures and will keep informed Procurement officer in writing about any specific item / quantity mentioned in supply or der that may lead to overstocking or expiry.

VI. In case of any difficulty in getting the feedback from Procurement cell, you may contact Procurement officer/ Director.

VII. The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.

You will appreciate that any loss of material is going to be a national loss. Please keep informed about such items asked for supply but in fact not required by the users. In case of any difficulty in getting the feedback from Procurement cell, you may contact Faculty in charge procurement cell /Director.

(b) PROCUREMENT ON CONSIGNMENT/UTILIZATION BASIS:-All approved items on Consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks will be 48 to 72 hours. It will be communicated by telephone, fax or e-mail to you or your authorized distributor.

2. **PERIOD OF VALIDITY:** - The Rate Contract will be valid for period of two year from the date of issue date of Rate Contract. It may be further extended after approval of competent authority till the finalization of new rate contract, if required.

3. **PERFORMANCE SECURITY:** -Please submit performance security @ 3 % of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum of Rs 10,000/- (Rupees Ten Thousands only) and

maximum Rs. 3,00,000/-(Rupees Three Lac only) will be in shape of D.D. or PBG drawn in favor of "AIIMS Patna A/C (as stipulated in tender notice) payable at patna from any nationalized bank/scheduled bank. The performance security will have the minimum validity for 36 months from the date of issuance of Rate Contract and it should be submitted within 03 weeks after acceptance of the awarded Rate Contract and failing which the above mentioned amount may be deducted from the bill amount against performance bank guarantee.

4. **TAXES AND DUTIES:** - Rates are inclusive of all taxes including Central Sales Tax, GST etc. as applicable. Any price variation due to Govt. levies will be settled accordingly. , other charges like banks charges, postage, freight, etc., will be borne by your company.

5. **PRICES:** - **Mentioned in Annexure -01** (As per finalised in tender process)
Rates are F.O.R. Destination basis i.e. Central Stores, All India Institute of Medical Sciences, Patna. No escalation in rates except Govt. Levy/ tax would be permissible. If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/she shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Director AIIMS Patna shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of Procurement cell authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

6. **ROAD PERMIT:** - No road permit i.e. form 31/32, form c and d would be provided by the institute. It would be the sole responsibility of the supplier to affect the door deliveries at his// her own. Procurement cell will neither own any responsibility for clearance of goods and road, rail, postal, air terminals nor would any machinery of AIIMS, Patna be allowed for this purpose.

7. **DELIVERY:** - Supplied material should have ordinarily minimum shelf life of 75% at the time of supply. Batch number and expiry date must be mentioned on face of the bill. Stores supplied through courier, post etc. may be received under the sole responsibility of supplier regarding quantity, specification and breakage.

8. **DEFECTIVE INVENTORY:** - central Stores / User department / Procurement cell of the Institute will be the sole authority to declare inventory as defective either at the time of receiving the goods or after the use of goods. Cost of such defective inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

9. **PENALTY CLAUSE:-**

a. Non-execution of supply order - For the reasons of failure to supply partially or completely within **30 days**, if the Procurement cell has to buy the items from the RC 2 (L-2), RC 3 (L-3) or approved local vendor firm, the rate difference in cost will be recovered from RC holder i.e. L1 /Billing Agency as appointed by the Rate Contract Holder. The difference amount will be deducted from the forthcoming bills of the supplier pertaining to any product. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Procurement cell timely.

b. Late delivery clause -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order which will not be supplied during stipulated time period of 30 days should be treated as cancelled and will be procured from RC-2/RC-3 or approved local vendor and difference amount deducted from forthcoming bills of RC1 (L1)/Billing Agency as appointed by the Rate Contract Holder.

c. Non production of item – Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

10. INFORMATION REQUIRED ON CHALLAN/BILL: -

a. Challan: Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at AIIMS Patna main gate. The endorsement must clearly mention time and date of entry of the material. The Challan must always bear the following information:

- i. Name of the item as, it is mentioned in Rate contract/ supply order.
- ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- iii. Size of the item
- iv. Supply order no. and Date
- v. Date of manufacturing
- vi. Date of expiry
- vii. Batch number
- viii. Quantity of each item (in unit)
- ix. Maximum Retail Price (MRP)

b. Pre-receipted Bill (Tax Invoice), must always bear the following information:

- i. Name of the item as, it is mentioned in Rate contract/ supply order.
- ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- iii. Size of the item
- iv. Supply order no. and Date
- v. Date of manufacturing
- vi. Date of expiry
- vii. Batch number

- viii. Quantity of each item (in unit)
- ix. Value of each item
- x. Total value of the bill
- xi. The amount of GST paid by the supplier.
- xii. Maximum Retail Price (MRP)
- xiii. TIN/GST No. AIIMS Patna

11. Replacement of near expiry / slow moving / non-moving items: - It will be responsibility of supplier to get status of slow / non-moving inventory for replacement purposes from Procurement cell stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving / non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

12. Release of EMD

- I. The EMD of Rate Contract Holder would be released after submission of Performance Security.
- II. The bidders who has/have not awarded Rate Contract can take their EMD Immediately after finalization of Rate Contract after due correspondence.

13. PAYMENT:-

- a. 100% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan.
- b. Payment will be made on 30th day from the date of submission of bill, with early payment option facility to be enumerated in the supply order.
 - i. If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
 - ii. If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.
 - iii. If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.
 - iv. Early payment options are applicable against 100% supplies.
- c. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.
- d. Bills not received in accordance with the instructions as required on challan / bill (Mentioned above) will not be entertained / processed for payment by the Institute.
- e. The part supplies are accepted for the sake of convenience of Procurement cell only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part Supply and procurement being done from RC2 or

other sources, the cost difference account shall be deducted from the forth coming bills of the RC1 (L1)/Billing Agency as appointed by the RC Holder.

f. The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.

g. Bill in quadruplicate and pre-receipted payment must be submitted along with copy of challan at the time of supply of the material at central stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.

h. Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.

14. Any variation in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.

15. In addition the other terms and conditions as detailed in tender documents would be applicable.

16. In view of the notification issued by the Ministry of Health & Family welfare, Government of India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 627 E) dated 07.10.2005; it would be sole responsibility of the Rate Contract holder to comply with the applicable rules and regulations from time to time.

17. Any communication as regards to the Rate Contract will be done with the Rate Contract holder only.

18. It would be responsibility of the Rate Contract holder to submit the undertaking during currency of contract by 1st week of every month to the effect that their prices have not come down during the preceding / prevailing month.

19. Name & Address of Billing Agency will be informed by the tenderer after award of Rate Contract (if required) with the following details of the billing agency:

- i. PAN Card
- ii. GST Registration with GST Return for preceding three years.
- iii. Non Conviction Certification /no pending conviction certificate attested/is issued by notary for preceding three years.
- iv. Notarized affidavit that the billing agency does not have any relation with the person authorized to evaluate Technical Bid/Price Bid or involved in finalizing the tender or will decide the use of tendered items (**Annexure-IX**) on stamp paper of Rs. 100.00.

20. RC holder shall be responsible for all acts of commission and omission carried out by the beneficiary/Billing agency.

21. All Terms & Conditions as mentioned in Tender document will also be the part of this Rate Contract.

22. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Patna, Bihar and all obligations hereunder shall be deemed to be located at Patna jurisdiction only.

THIS AGREEMENT will take effect from _____ day
_____ **Month of Two Thousand** _____.

In witness where of both the parties here to have caused their respective common seal to be hereunto affixed / (or have here into set their respective hands and seal) the day and year mentioned above in Patna in the presence of the witness:

For and on behalf of the “ _____
Signature of the authorised official.

- Stamp

Name: -

Designation: -

Address: -

Witness:
Name

Address

For and on behalf of the “**Director,
AIIMS, Patna**”.
Signature of the authorised official.

Stamp

Name: -

Designation: -

Address: -

Witness:
Name

Address

Annexure-01

SL. No	Tender Item/ Sl. No.	Item Name	Item Description	Catalogue no.	Unit rate	GST %	Unit rate with GST	Unit MRP	HSN	Pack Size