



No. AIIMS/PAT/MS/2024/F-126959

Date:- 20/08/2024

Inviting Comments

Subject: Purchase of Consumables for BD Facs Canto II flow Cytometer at AIIMS, Patna on Proprietary basis Inviting Comments thereon.

AIIMS Patna is going to procure below cited **BD Facs Canto II flow Cytometer** from M/s Becton Dickinson and Company, BD Biosciences on proprietary basis (Product Manufacture by M/s Becton Dickinson and Company, BD Biosciences 2350 Qume Drive, San Jose California 95131 USA). The proposal submitted by M/s BD 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/2024/F-126959**

The comments should be sent to Medical Superintendent Office, AIIMS, Patna on or before05/09/2024..... Up to 3:00 PM by registered post/hand or E-mail (**mspurchase@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

(Dr. Mukta Agarwal)

Dy. Medical Superintendent

AIIMS, Patna

Dy. Medical Superintendent

AIIMS, Patna

Enclosure:- PAC, Item List & Draft Agreement Copy



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Date: March 16, 2023

PROPRIETARY ARTICLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

The Legal Manufacturer Becton, Dickinson and Company, BD Biosciences, 2350 Qume Drive, San Jose, California 95131, USA, hereby certify that the product identified below is proprietary to Becton, Dickinson and Company, BD Biosciences. The products listed below are compatible to be used in BD Flow Cytometer instruments.

Sr No	Catalog #	Description
1	342003	BD FACS™ Sheath Fluid
2	335775	BD FACS™ 7-Color Setup Beads

The above information is true to the best of our knowledge.

For and Behalf of Becton Dickinson and Company

Sincerely,

A handwritten signature in blue ink, appearing to read "Cristina Renteria", written over a horizontal line.

Cristina Renteria

Sr. International Regulatory Affairs Specialist

Becton Dickinson & Company, BD Biosciences

2350 Qume Drive, San Jose, CA 95131, USA

March 16, 2023

Date

A handwritten signature in blue ink, consisting of a stylized, cursive-like mark.

A handwritten signature in blue ink, consisting of a stylized, cursive-like mark.

A handwritten signature in blue ink, consisting of a stylized, cursive-like mark.

Date: March 23, 2023

PROPRIETARY ARTICLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

The Legal Manufacturer Becton, Dickinson and Company, BD Biosciences, 2350 Qume Drive, San Jose, California 95131, USA, hereby certify that the product identified below is proprietary to Becton, Dickinson and Company, BD Biosciences. The products listed below are compatible to be used in BD Flow Cytometer instruments.

Sr No	Catalog #	Description
1	556291	Shero™ Rainbow Fluorescent Particles, 3.0 - 3.4 µm
2	655050	BD FACSDiva™ CS&T Research Beads (use with BD FACSDiva™ software v7 or later)
3	340345	BD® FACSClean Solution
4	334224	Shutdown Solution

The above information is true to the best of our knowledge.

For and Behalf of Becton Dickinson and Company

Sincerely,



Cristina Renteria

Sr. International Regulatory Affairs Specialist

Becton Dickinson & Company, BD Biosciences

2350 Qume Drive, San Jose, CA 95131, USA

March 23, 2023
Date







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BD India Pvt Ltd
Head Office: 5th & 6th Floor,
Signature Tower B, South City I,
Gurgaon - 122001, Haryana, India
tel: +91-124-3949390
fax : +91-124-2383224/5/6

Regd. Office : 204, Tolstoy House,
15, Tolstoy Marg, New Delhi-110001, INDIA
CIN: U74899DL1995PTC064117
bd.com



To
The Director,
AIIMS – Patna, Bihar, India.

Ref. No: BDB/AIIMS/0011-FY-23-4
Date: 12.04.2023

Subject: BD Bioscience proprietary reagents special price for AIIMS Patna.

Dear Sir/Madam,
Please find the below special prices for your kind consideration.

Cat#	Reagents	Qty.	Price	Price after discount	GST	Price with GST
556291	Rainbow Flrs Prtcl Bright 3.0-3.4um 5mL	1	38754	31003	12%	34723.36
655050	BD FACSDiva CS&T Research Beads Kit 50T	1	26825	23460	12%	26275.20
342003	BD FACSFlow Sheath Fluid 20L	1	9898	8500	18%	10030
334224	FACS Shutdown Solution	1	5859	5000	18%	5900
340345	BD FACS Clean Solution 5L	1	6204	5200	18%	6136
335775	BD FACS 7-Color Setup Beads 25 Tests	1	80804	64500	12%	72240

Terms & Conditions

Delivery Terms : Door delivery price – AIIMS Patna
GST : GST @12% or 18%
Delivery : 4-6 Weeks after receiving the confirmed order
Terms of Payment : within 30 days of invoicing
Order to be placed in the Name of : **M/S THE NUCLEONE BIOSCIENCE**
Ambika Sadan, 96 Anandpuri
West Boring Canal Road
Patna-800001, Bihar, Mobile-9801199004

For BD India Pvt. Ltd.,

Sarbomoy
Sarbomoy Choudhury
Sr. Area Sales Manager
Contact- 8527401441
Email- Sarbomoy.choudhury@bd.com
BD Biosciences

Advancing the world of health

1000 STAMP

Agreement

This agreement is made against contract inquiry no. **AIIMS/PAT/MS/2024/F-126959** 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:

<p>For and on behalf of the “_____” Signature of the authorised official.</p> <p>Stamp</p> <p>Name: -</p> <p>Designation: -</p> <p>Address: -</p> <p>Witness: Name</p> <p>Address</p>	<p>For and on behalf of the “Director, AIIMS, Patna”. Signature of the authorised official.</p> <p>Stamp</p> <p>Name: -</p> <p>Designation: -</p> <p>Address: -</p> <p>Witness: Name</p> <p>Address</p>
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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