

NOTICE INVITING TENDER

Tender No- J-11021(005)/2013/S&P/AIIMS/Bhubaneswar

Dated 20.11.2013

On behalf of **Director, All India Institute of Medical Sciences (AIIMS) Bhubaneswar**, Notice Inviting **Tender for Rate Contract for Supply of Laboratory Chemicals, Glass Ware, Plastic Ware Items at AIIMS Bhubaneswar** are invited under **Two Bid System** in sealed cover.

Detailed Description, Term & Conditions of Tender Document may be seen and downloaded from AIIMS Bhubaneswar website www.aiimsbhubaneswar.edu.in. The cost of Tender Document downloaded from the website is Rs. 1,000/- (Non Refundable) to be deposited in the form of Demand Draft, drawn from any Nationalized Bank in favour of **"AIIMS Bhubaneswar"**. Last date of submission of tenders is 11th December 2013 (Up to 11.00 Hrs) in the office of the Administrative Officer, AIIMS, Bhubaneswar.

Director
AIIMS Bhubaneswar

**TENDER DOCUMENT
FOR RATE CONTRACT FOR SUPPLY OF
LABORATORY CHEMICALS, GLASS WARE,
PLASTIC WARE ITEMS TO AIIMS
BHUBANESWAR**



File No : J-11021(005)/2013/S&P

Issue Date : 20.10.2013

Last Date of Submission : 11.12.2013 at 11.00 Hrs

Tender opening date (Technical bid): 11.12.2013 at 13.30 hrs

**All India Institute of Medical Sciences,
Bhubaneswar**

All India Institute of Medical Sciences, Bhubaneswar

Email: info@aiimsbhubaneswar.edu.in
www.aiimsbhubaneswar.edu.in

All India Institute of Medical Sciences (AIIMS), Bhubaneswar, Odisha, an apex healthcare institute, established by an Act of Parliament under aegis of Ministry of Health & Family Welfare, Government of India, invites tenders for **Rate Contract for supply of Laboratory chemicals, Glass ware, Plastic ware items to AIIMS Bhubaneswar** from manufacture and their authorised dealers/ distributors under **two-bid system** in sealed covers. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Sl.No.	Item Description	Quantity
1.	Laboratory chemicals, glass ware, plastic ware items	Refer Details as per Annexure-‘III’

Quotation should be sealed and superscribed with tender number and address to:

“Administrative Officer
All India Institute of Medical Sciences,
Sijua, Patrapada,
Bhubaneswar- 751019

The sealed quotations should reach the Institute, latest by **11.12.2013 at 11.00 Hrs** and the technical bid will be opened on **11.12.2013 at 15.30 hrs** in the Administrative Office, AIIMS, Bhubaneswar of the Institute in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time. **The list of technically qualified bidders with the date of opening of financial bid shall be hoisted in the website of AIIMS, Bhubaneswar within two weeks from the date of opening of technical bid.**

GENERAL INSTRUCTIONS TO BIDDERS

1. The company must have a Registered Office/ Authorized dealer located in Bhubaneswar/Cuttack Head Quarter and a responsible person must be available on call on all working days between 09.00 Hrs to 17.30 Hrs.
2. The tenderer should have its own Bank Account, PAN, and VAT.
3. The tenderer should be a reputed supplier having at least three years dealing experience with the Government Departments. Certificate in token of Proof of experience, of the concerned Department should be enclosed for ready reference.
4. The rates are to be quoted on FOR-Destination basis only. However, their breakup is necessary.
5. The offer of Tenderers not quoting rates as per specifications laid down in Financial Bid Annexure III) shall not be entertained.
6. The tenderer should submit self-attested copies of the Income Tax Returns (i.e. for 2010-11, 2011-2012 and 2012-2013) and Audited Annual Accounts for the last three financial years.
7. The tenderer should give an Affidavit duly Notarized on Stamp Paper worth Rs. 10/- in clear and unambiguous language that it has never been black listed/no criminal case pending by any of the organisation with whom, it had dealing for supply of similar items during last Three years nor has been penalized for inferior or poor quality in supply.

8. **The dealer of principal company should produce authorized dealership certificate from the parent company in company letter head.**
9. The tenderer should be financially sound and in a position to make bulk supply on a short notice of the items not covered in the list given in Financial Bid (Annexure III) but auxiliary/ancillary/incidental to (“**Dictionary meaning**”) items concerned.

Terms & Conditions

10. Sealed tenders are invited under two bid system from prominent manufacturers/Authorized Dealer/Distributor on annual Rate Contract basis, for a period of **one year** from the date of commencement of award. If the performance is found satisfactory, the contract would be extendable further for a period as may be agreed mutually (not beyond 3 year) by both the parties.
11. The interested firms/suppliers are required to submit the Technical and Financial Bids separately in the format enclosed. The bids in sealed Cover-I containing “**Technical Bid**” and sealed Cover-II containing “**Financial Bid**” should be placed in a third sealed cover super scribed “**Tender for Rate Contract for supply of Laboratory chemicals, Glassware, Plastic ware items**” should reach AIIMS, Bhubaneswar by or before **11.12.2013 at 11.00 Hrs**. The Technical bids shall be opened on same day **at 03.30 PM** at AIIMS, Bhubaneswar in presence of the bidders or their authorized representatives who choose to remain present. The Tender received after due date & time will be rejected and no claim shall be entertained whatsoever may be the reason.
12. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.
13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Technical Bid as well as Financial Bid unless authenticated by full signature of bidder. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filled up carefully by the tenderer. All Corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
14. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 50,000/- (Rupees Fifty thousand only) by way of demand drafts/bank guarantee and Rs. 1,000/- as tender fees (DD only) drawn in favour of the “AIIMS Bhubaneswar” from any Nationalized Bank/ Scheduled Bank and payable at Bhubaneswar and must be valid for (6) six month.

(TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY AND TENDER FEES ALONGWITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED). The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful completion of contract / order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD shall be liable for rejection. The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (Copy of registration must be provided along with).

15. The successful bidders has to constitute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) and also required to furnish the security deposit @ 10% of contract value in the form of DD/BG of any nationalised bank in favour of AIIMS, Bhubaneswar & payable at Bhubaneswar only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by AIIMS, Bhubaneswar.
16. The EMD shall be forfeited if successful bidder fails to supply the items in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.
17. The bid shall be valid and open for acceptance of the competent authority for a period of 180 (one hundred eighty) days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained.
18. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
19. Lowest bidder will be decided for the particular company product based on percentages of discount offered by the vendor on catalogue price of the company.
20. The Technical Responsive bidders Financial Bid shall only be opened and the bidder offering maximum discount on catalogue price shall be considered for rate contract by the competent authority of AIIMS Bhubaneswar.
21. The competent authority of AIIMS, Bhubaneswar reserved all rights to accept or reject any/ all tender(s) without assigning any reason. AIIMS, Bhubaneswar also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
22. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.
23. The tender form is not transferable.
24. Canvassing in any form is strictly prohibited and the tenderer who are found canvassing are liable to have their tenders rejected out rightly.
25. Rates quoted should be inclusive of all charges at FOR AIIMS Bhubaneswar.
26. All the rates should be mention in Indian national rupee (INR) only. The rates quoted in foreign currency will not be entertained in this tender enquiry & such tenders will be cancelled straightway.

27. Rates should be mentioned both in figures and in words. The offer should be typed or written in Ink Pen/ Ball Pen without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
28. No advance payment of any kind will be made.
29. The supplier shall submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender, the Institute (the purchaser) would be given the benefit of lower rates by the Supplier. **If such affidavit is not submitted, tender will be out rightly rejected.**
30. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.
31. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.
32. Original Laboratory Chemicals/Glassware/Plastic Ware supplier agencies bidding for qualification should fulfil the following minimum requirement.
- a) Should have completed following Laboratory Chemicals/Glassware/Plastic Ware Bulk Supply Contract satisfactorily during last Three (3) years:
 - i) Tenderer have executed minimum Three similar Supply Contract each costing not less than Rs.10 Lakh
 - OR
 - ii) Tenderer have executed minimum Two similar Supply Contract each costing not less than Rs.15 Lakh
 - OR
 - iii) Tenderer have executed minimum One similar Supply Contract each costing not less than Rs.30 Lakh

Similar Work means bulk supply of High Quality Laboratory Chemicals (i.e. AR Grade and Molecular Biology Grade)/ Glassware/ Plastic Ware items to any Hospital/ Government Laboratories/ Research Institutes/ PSU/ Educational Institutional Complex.

ELIGIBILITY/EVALUATION CRITERIA

33. The tenderer must fulfil the following specifications (all documentary proofs, self-attested and stamped (seal), are required to be submitted along with the technical bid):
- (a) Documentary proof of the Registered/Branch Office/Authorized dealer of the Tenderer. Tenderer should possess required valid Licences, Registration etc. issued by Competent Authority as per law.
 - (b) The tenderer should have its own Bank Account, PAN, and VAT. Self-attested Photostat of all should be enclosed.

(c) The Tenderer should be a reputed & financially sound Supplier having minimum experience of three years and expertise in supplies to any Hospital/ Government Laboratories/ Research Institutes/ PSU/ Educational Institutional Complex. Proof of experience in the form of copy of certificates obtained from such Institution/Govt. Department etc. should be enclosed. Copy of Income Tax Return, Audited Annual Accounts for the last three years may also be enclosed with the Technical Bid.

(d) The Tenderer should have an **annual turnover of not less than Rs. 30 Lakh** of similar business of bulk supply of high quality Laboratory Chemicals to any Hospital/ Government Laboratories/ Research Institutes/ PSU/ Educational Institutional Complex. Copy of relevant stipulated proof may also be enclosed with Technical bid.

Terms of Delivery

34. All the goods ordered shall be delivered within 3 weeks from the date of issuing purchase order in ordinary circumstances. Where there is emergency requirement, the vendor should be able to supply the item on urgent basis. All the aspects of safe delivery of goods shall be the exclusive responsibility of the supplier.

If the supplier fails to deliver the goods on or before the stipulated date, then a penalty at the rate of 2% per week or part there of the total order value shall be levied subject to maximum of 10% of the total order value. The competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.

35. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.

36. In case the tenderer on whom the supply order has been placed, fails to made supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bhubaneswar) may recover from the tenderer the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer.

37. The details of the item needed is mentioned in **Financial Bid** but it is approximate detail and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Bhubaneswar. The payment would be made for actual supply taken and no claim in this regard should be entertained.

38. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS Bhubaneswar.

39. Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after

- it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS Bhubaneswar.
40. The bills raised by the selected tendering Firm/Agency/Company should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the tendering Firm/Agency/Company. The bill shall be raised indicating permissible taxes separately and the copies of proof of Service Tax/VAT or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of AIIMS Bhubaneswar authorities.
 41. The tendering Firm/Agency/Company shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS) Bhubaneswar while submitting the tender or at subsequent stage. Upon selection of the tendering Firm/Agency/Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/ different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and performance security shall be stand forfeited.
 42. The percentage of discount quoted by the selected tendering Firm/Agency/ Company, and as approved by the All India Institute of Medical Sciences (AIIMS) Bhubaneswar, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.
 43. The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and
The contract will be valid from the date; it is awarded/formalities completed. This office will, however, reserve the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the contract by giving one month's notices at any point of time.
 44. The Life period of any of the item supplied by the successful Bidder/Bidders will have the **minimum two-third of the expiry period remaining on the date of receipts of Items** in AIIMS Bhubaneswar. The 5% Amount of the invoice value of the firm, if it is found that they have supplied items having less than two-third expiry period to AIIMS Bhubaneswar, shall be deducted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty of such items shall be replaced by the Bidder on free of cost.
 45. The supply contract will be valid from the date; when the Purchase Order Issued /formalities completed by AIIMS Bhubaneswar. This office will, however, reserve the right to conduct performance review at any time during the supply contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the supply contract by giving 30 days notices at any point of time.

Performance Security

46. The supplier shall require to submit the performance security in the form of irrevocable Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) issued by any Nationalised Bank for an amount of

which is equal to the 10% of the order value and should be kept valid for a period of 60 days beyond completion of all the contractual obligation.

FALL CLAUSE

47. If, at any time, during the said period, the supplier reduce the said prices of such Stores/Equipment or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences (AIIMS) Bhubaneswar and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

The supplier shall furnish the following certificate to the Store & Purchase Officer along with each bill for payment for supplies made against in Rate Contract Tender.

“I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution up to date of bill/the date of completion of supplies against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender”.

48. **Payment Term:**

100% payment shall be released after successful delivery of the ordered goods against the satisfactory inspection report by the competent authority and only after the submission of the performance security.

49. TENDER EVALUATION

Tenders evaluation will be done in **two stages**:

- a. Technical bid and
- b. Price bid.

Each bid to be submitted in separate sealed envelopes super-scribed as “Technical Bid” and “Price Bid” respectively. All these two envelopes should be put in sealed another envelope marked as “**Tender for Rate Contract for supply of Laboratory chemicals, Glassware, Plastic ware items for AIIMS, Bhubaneswar**”.

TECHNICAL BID:

The firm should submit the technical bid in a sealed cover separately super-scribing “**Technical Bid for Rate Contract for supply of Laboratory chemicals, Glassware, Plastic ware items**” along with Name and address of the Bidder. Technical bid should contain all the documents including details about past experience except price bid. The Committee constituted by the Director will technically evaluate the items on the basis of specification as per Annexure I, make/brand quoted; catalogue enclosed, sample submitted wherever asked, the authority from manufacturer for the item etc. The items accepted technically will only be considered for price evaluation (price bid). **Price should not be quoted with technical bid, otherwise the tender will be rejected without any correspondence.**

PRICE BID:

Should be submitted in a separate sealed envelope super-scribing the word “**Price Bid for Rate Contract for supply of Laboratory chemicals, Glassware, Plastic ware items**” along with Name and address of the Bidder.

The price bid should mention the percentage of discount on the catalogue price of each company for which the bidder is quoting. Bidders should attach the original company catalogue in the bid. All mandatory taxes has to be mentioned clearly in percentages including VAT/CST. No other charges in addition will be payable on any account over and above the lump sum price quoted. Offers with price variation clause will not be accepted. The rates quoted in ambiguous terms such as “Freight on actual basis” or “Taxes as applicable extra” or “Packing forwarding extra” will render the bid liable for rejection irrespective of its gradation in respect of lump sum prices quoted. Price quoted should be in Indian National Rupee (INR).

50. The Tenderers should furnish a copy of **S.T./C.S.T./VAT registration number**, the **State / U.T. of registration** and the date of such registration. Tenders not complying with this condition will be **rejected**.

51. The tenderers should submit along with the tender, a photocopy of the last Income Tax return and copy of PAN card otherwise tender may be ignored.

52. In case asked, tenderer must personally supply a sample/give the demonstration of the item to the competent authority of the institute and in that case all the expenses will be borne by the supplier.

53. **Applicable Law:**

a The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

b Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhubaneswar, Odisha, India only.

C The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the parties.

54. **Force Majeure:**

Any failure or omission to carryout of the provisions of this supply by the supplier shall not give rise to any claim by supplier and purchaser one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any status and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure.

55. If at any time, any question, dispute or difference whatever shall arise between supplier and the institute (Purchaser) upon or in relation to or in connection with the agreement, either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two arbitrators one to be nominated by the institute (Purchaser) and the other to be nominated by the supplier. Such a notice of the existence of any question dispute or difference in connection with the agreement shall be served by either party within 60 days of the beginning of such dispute failing which all Right sand claims under this Agreement shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the Umpire Appointed by them shall enter upon the reference and his award shall be binding on the Parties. The venue of the arbitration shall be at Bhubaneswar, (Odisha, India). The arbitrators/Umpire shall give reasoned award

I / We hereby accept the terms and Conditions given in the tender.

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

Annexure – I

SPECIFICATIONS FOR LABORATORY CHEMICALS, GLASS WARE & PLASTIC WARE ITEMS

1. Laboratory Chemicals and Reagents including high purity standards, Molecular biology and Microbiological Media, Laboratory essentials and Related Products
2. Glasswares including Silicawares
3. Plasticwares/Labwares including filters, filtration units/holders, liquid handling products and laboratory essentials

Annexure-II

Inviting of sealed tenders for supply of Laboratory Chemicals, Glassware & Plastic ware items at AIIMS, Bhubaneswar

TECHNICAL BID

(In separate sealed Cover- I super scribed as "Technical Bid")

1.Name & Address of the manufacture and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile	
2. Specify your firm/company is a manufactures/ authorised dealer/ distributor/ Agency	
3. Name of Brands supplied by you (In case of foreign brand, authorized dealer certificate is must with validity of certificate till expiry of the contract)	
4.Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
5. Have you previously supplied these items to any government/ reputed private organization during the last three (3) financial years? If yes, attach the relevant poof (Numbers of organization (s) and supplied amount). Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil this criteria, your tender will be out rightly rejected.	

6. Please attach copy of last Income Tax Return	
7. Please attach balance sheet (<i>duly certified by Chartered Accountant</i>) for last three (3) years (Annual minimum turnover should not be less than 30 lakhs)	
8. PAN No. (Please attach copy)	
9. VAT/Service Tax Registration Number. (Please attach copy)	
10. Acceptance of terms & conditions attached (Yes/No). Please sign each page of tender document as token of acceptance and submit as part of bid document with technical bid. Otherwise your tender will be rejected.	
11. Power of Attorney/authorization for signing the bid documents	
12. Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.	
13. Four original copy of latest price list	

<p>14.Details of the DD/BG of bid security (EMD)</p> <p>DD /BG No:</p> <p>Date:</p> <p>Payable at-</p>	<p>Detail of Tender fee for Rs.1000/ DD No.</p> <p>Date:</p> <p>Payable at-</p>
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Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

- Encls:** 1. DD/Bankers Cheque for tender fees
2. DD/BG for EMD
3. Terms & Conditions (each page must be signed and sealed)
4. Financial Bid

(Signature of Tenderer with seal)

Place:

Name:

Date:

Address:

Tender Sl.No:

Sign of issuing Authority

Authorized signatory of the bidder with seal.

Contract Form

(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Bhubaneswar on the _____ day of _____ Two Thousand Thirteen between _____ acting through Shri _____, _____, **All India Institute of Medical Sciences(AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha)** (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

Second Part

M/s _____, having its registered office at _____ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part**.

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Laboratory chemicals & reagents, Glassware and Plastic ware Items for AIIMS Bhubaneswar as per the terms and conditions stated below:-

1. **The Registered Office or Branch Office of the Agency/Firm should be located within a radius of 30 Kms. from AIIMS Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019. The Agency should submit a proof of its office address.**
2. The selected Agency/Firm services would be required to supply the Laboratory chemicals, Glassware and Plastic ware Items on regular basis to All India Institute of Medical Sciences (AIIMS) Bhubaneswar, on all working days between 09.00 Hrs. to 17.30 Hrs. No separate charges for delivery of goods would be paid by this office.
3. Order for items shall be placed on requirement basis. Bills in triplicate for the items supplied by the selected Agency/Firm should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules and payment shall be released only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office. If any items are found to be defective, or not of the desired quality etc., the same shall be replaced by the selected Agency immediately for which no extra payment shall be made.
4. If the selected Agency/Firm fails to deliver the Laboratory chemicals, Glassware and Plastic ware Items or replace the defected/spurious/expired/damaged items within the stipulated date & time, a penalty on weekly basis for delay @ 2% of total order value per week, subject to maximum of 10% of total order value as penalty and the actual cost paid to be an outside agency by the All India Institute of Medical Sciences (AIIMS) Bhubaneswar, for the desired items, shall be deducted from the firm's pending bills or Performance Security, as the case may be.

5. The Agency/Firm shall be bound by the details furnished by him/her to the AIIMS Bhubaneswar while submitting the tender or at subsequent stage. Upon selection of the Agency/Firm, if at any stage, the documents furnished by him/her is found to be false or the quality of the items or rates are found of poor quality/ different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and performance security shall be stand forfeited.
6. The rate quoted by the selected Agency/Firm, and as approved by the AIIMS Bhubaneswar shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.
7. The selected Agency/Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agencies without prior written consent of the AIIMS Bhubaneswar. If it is found that the firm has given sub-contract for supply of Laboratory chemicals, Glassware/Plastic ware items on the basis of procurement/ supply order, the contract shall stand cancelled & the performance security shall stand forfeited.
8. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the successful bidder in the course of their performing the duties to this office in connection with purchase order/supply order for Laboratory chemicals, Glassware/Plastic ware items.
9. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the tender documents, if doing so is in the interest of the AIIMS Bhubaneswar.
10. The rate submitted by the Agency/Firm should not be higher than the rates at which the Laboratory chemicals, Glassware/Plastic ware items are being supplied by it to other Govt. Institutes/Ministries/Departments. If subsequently it is found that the firm has supplied Laboratory chemicals, Glassware/Plastic ware items at higher rates to the AIIMS Bhubaneswar, the excess amount shall be recovered from the Performance Security and/or from the pending bills of the firm along with a penalty of Rs.1,000/-on firm on such occasion and shall be doubled on subsequent occasions.
11. Any complementary scheme offered by the manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.
12. The contract shall be for a period of one year from the date of award of contract or as indicated in the letter communicating award of contract to the selected firm(s). The contract may be extendable year to year, subject to maximum period of 1 year, on the same terms and conditions or with some addition/deletion/modification mutually agreed upon by the successful supplier Agency/Firm and the All India Institute of Medical Sciences (AIIMS) Bhubaneswar.
13. The AIIMS Bhubaneswar reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.

THIS AGREEMENT will take effect from _____ day of _____ Two Thousand Thirteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhubaneswar in the presence of the witness:

<p>For and on behalf of the 'Agency/Firm'</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the 'Agency/Firm'</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said</p> <p>_____ Name on behalf of the 'Agency/Firm' in presence of Witness: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>_____</p>	<p>For and on behalf of the "Director, AIIMS Bhubaneswar"</p> <p>Signature of the authorized Officer</p> <p>Name of the Officer</p> <p>By the said</p> <p>_____ Name on behalf of the "Director, AIIMS Bhubaneswar" in presence of Witness: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p>
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Format of Performance Bank Guarantee

(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

To,

**The "Director",
All India Institute of Medical Sciences (AIIMS) Bhubaneswar, Sijua, Dumuduma,
Bhubaneswar-751019, Odisha, INDIA**

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

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 15 (Fifteen) months from the date of issue (indicate date)

..... valid up to

..... (Signature with date
of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Schedule of Requirement

1. The items mentioned in the Financial Bid (Annexure-III) will be required by this office. The demand for these items will be given to the tendering Firm/Agency/Company by way of Despatch Instructions/Purchase cum Supply Order from time to time during the contract period. All India Institute of Medical Science (AIIMS) Bhubaneswar shall demand items over and above the items mentioned in the Financial Bid (i.e. auxiliary/ancillary/incidental to ("**Dictionary meaning**") Items concerned and the Agency will have to supply the same as per the rate mutually agreed upon as per than prevailing market rates after best possible discounted prices to AIIMS Bhubaneswar.
2. The Prospective Tenderers are requested to quote their rates, only for the Reputed/Specific World Class branded companies mentioned in the Financial bid (**Annexure III**) for Supply of Laboratory Chemicals, Reagents (i.e. AR Grade and Molecular Biology Grade) / Glassware / Plastic Ware to AIIMS Bhubaneswar. **Tenderers, who has quoted rates in their Bid from out of listed companies in financial bid, their bid summarily rejected without assigning any reason thereof.**
3. The supply order may be given for single or bulk items and Agency will have to supply them immediately but not later than the period as stipulated in the Despatch Instructions/Purchase cum Supply Order .
4. The items will be supplied at the destination location (Place) as stated in the Despatch Instructions/Purchase cum Supply Order.
5. All India Institute of Medical Sciences (AIIMS) Bhubaneswar shall be the sole authority to cancel/amend any order, as per requirement, and also to place order for supply of items beyond office hours/holidays/place of supply for which, no additional payment shall be made.

Annexure III

FINANCIAL BID

(In sealed Cover- II Superscribed "Financial Bid")

To,

The Administrative Officer
AIIMS, Bhubaneswar, Sijua,
Dumuduma, Bhubaneswar-751019, Odisha

Dear Sir,

Our quoted rate and discounts for supplying Laboratory chemicals & Reagents, Glasswares and Plastic ware items at AIIMS, Bhubaneswar will be as follows:-

Category	Name of the Brands/Company	Company-wise Discount Offered in Percentage (%)
LABORATORY	Himedia	
CHEMICALS & REAGENTS	Merk/Millipore	
FILTERS	Sigma Chemicals	
	Genetix Iotech	
	Quiagen	
	Qualigen	
	Emerck	
	Accurex	
	Ranbaxy	
	Nicholas Piramal	
	Whatmann	
	Dako	
	Thermo-scientific	
	Celmarq	

	<p>Biocare</p> <p>Novacosta</p>	
GLASSWARES	<p>Borosil</p> <p>Duran Scotch</p> <p>Merk</p> <p>Colepalmer</p> <p>Corning</p> <p>Himedia</p> <p>Bluestar</p> <p>Jain Co</p> <p>Riviera</p> <p>Tarson</p>	
PLASTIC WARES	<p>Tarson</p> <p>Polylab</p> <p>Himedia</p> <p>Nalgene</p> <p>Cole palmer</p> <p>Quiagen</p> <p>Nunc</p>	
CULTURE MEDIA	<p>Himedia</p> <p>Oxoid</p> <p>Difco</p> <p>Invitrogen</p>	

MOLECULAR BIOLOGY	Quiagen Sigma Chemicals Eppendroff Invitrogen Roche GE Healthcare Promega Genetix	
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Declaration by the Bidder:

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding the rate contract for supply of Laboratory Chemicals, reagents, Glasswares and Plastic ware items. I/we agree to abide them.
2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:..... **(Signature of Bidder with seal)**
 Date:..... Name: