

NIT for Blood Bank Chemicals & Regents on Rate Contract Basis to AIIMS Bhubaneswar



No	DME Stage	Start Date & Time
1.	NIT No.	AIIMS/BBSR/MS/TMBB/045
2.	NIT Issue Date	30/06/2015 at 10.00 AM
3.	Last Date of Submission	20/07/2015, 12.00 P.M
4.	Tender opening date (Technical bid)	20/07/2015, 15.00 P.M

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

All India Institute of Medical Sciences,

Sijua, Bhubaneswar-751019

Email: info@aiimsbhubaneswar.edu.in

www.aiimsbhubaneswar.edu.in

All India Institute of Medical Sciences, Bhubaneswar invites sealed tenders for providing various Blood Bank Chemicals & Reagents for AIIMS Bhubaneswar.

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 "**Notice Inviting Tender Blood Bank Chemicals & Reagents for AIIMS Bhubaneswar**" and should reach at the office of the undersigned by 12.00 P.M. on **20/07/2015**. The date of opening of financial bid of technically qualified agencies will be put up in the Official website in due course. No paper publication shall not be made for this.

The tender document should be downloaded from website www.aiimsbhubaneswar.edu.in. Demand Draft for Rs.2000/- (Rupees Two thousand only) (non-refundable) in favour of "AIIMS, Bhubaneswar", payable at Bhubaneswar, towards Tender Fee is required. The amount of bid security (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only) by FDR/DD/BG in favour of "AIIMS, Bhubaneswar" payable at Bhubaneswar with Technical Bid. NSIC / SSI registered firm are exempted to submit the EMD (Copy of registration must be provided along with). The Tender Documents are not transferable.

Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Bhubaneswar website: www.aiimsbhubaneswar.edu.in.

Administrative Officer
AIIMS, Bhubaneswar

Terms & Conditions

Information and Conditions relating to Submission of Bids

1. The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from website www.aiimsbhubaneswar.edu.in. Those who download the tender document from Website should enclose a Demand Draft of Rs2000/- (Rupees Two Thousand Only) for towards Tender Fee in favour of **"AIIMS, Bhubaneswar"**, payable at Bhubaneswar, not later the date of **20/07/2015**, along with their bid in the **Cover-I** containing "Technical Bid".
2. 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 **"Notice Inviting Tender for Blood Bank Chemicals & Reagents for AIIMS Bhubaneswar"** should reach AIIMS, Bhubaneswar by or before 12.00 PM on **20/07/2015**. The Technical bids shall be opened on same day **at 03.00 PM** at AIIMS, Bhubaneswar in presence of the bidders or their authorized representatives who may 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.
3. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the Tenderer (owner of the firm or his Authorized signatory). In case the Authorized signatory signs the tenders, 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 right.

4. 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 the tender would be rejected.
5. The bidder shall pay an amount of Rs.50,000/- as Bid Security (EMD) (refundable to unsuccessful bidder in due course) along with the **Technical Bid** in the form of FDR/DD/BG in favour of "AIIMS, Bhubaneswar" drawn on any Nationalized Bank/ Scheduled Bank and payable at Bhubaneswar and must be valid for **(6) six month**. Bids received without EMD shall stand rejected and thus shall not be considered for evaluation etc. at any stage. The original EMD will be put in **cover-I** containing Technical bid.
6. Pharma Public Sector Undertaking of the Central/State Govt. are exempted from furnishing Earnest Money along with tender.
7. Earnest Money deposited with AIIMS, Bhubaneswar in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.
8. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
9. The EMD shall be forfeited if successful bidder fails to supply the Blood Bank Chemicals & Reagents in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

10. 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.
11. 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.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.
13. **The competent authority of AIIMS, Bhubaneswar reserved all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any term and condition of the tender enquiry after due discussion in pre bid conference. This will be communicated to all tenderers in writing. 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.**
14. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.
15. **Canvassing in any form is strictly prohibited and the tenderer who are found canvassing are liable to have their tenders rejected out rightly.**
16. For any tenderer found lacking in the document by non-production / falsification at the time of verification of original, the tenderer shall be rejected & EMD shall be forfeited.

17. Rates quoted should be as per the financial Bid (Company wise percentage & discount + percentage VAT)
18. All the rates should be mention in Indian National Currency (INR) only. The rates quoted in foreign currency will not be entertained in this tender enquiry & such tenders will be cancelled straightway.
19. 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.
20. 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.
21. The supplier shall submit a notarized affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that he has not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organization 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.**
22. 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.
23. The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, Late Delivery charges shall be deducted from the bill @ 2% per week part thereof exceeding 3 (Three) days subject to maximum of 10% of the value of the

delayed goods or services under the contract(the date of supply order & delivery being excluded). The competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.

24. **The dealer of principal company should produce authorized dealership certificate from the parent company in company letter head.**
25. 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.
26. 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 tender the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the order goods the supply order may be cancelled and bid security deposit will be forfeited.
27. Self-life of the Blood Bank Chemicals & Reagents must be not less than 75% than that of the date of manufacturing & date of expiry.
28. Both in large and also on the smallest unit (Bottle/Strips/Vials) of the Blood Bank Chemicals & Reagents it is mandatory to Print/stamp **“Not for sale /for use by AIIMS Bhubaneswar only”** & no price should be mentioned.
29. 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.
30. Original Laboratory Chemical supplier agencies bidding for qualification should fulfil the following minimum requirement.

a) Should have completed following Laboratory Chemical 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. Blood Bank Chemical & Reagents to any Hospital/ Government Laboratories/ Research Institutes/ PSU/ Educational Institutional Complex.

31. L1 Vendor should supply the items within 02(two) weeks after receipt the supply order/Re-order. If L1 vendor fail to deliver, L2 vendor will be asked to supply the same at L1 rate.
32. The Specification and quantity 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.
33. The tenderers should submit along with the tender, a Photostat copy of the last 3 years Income Tax return otherwise tender may be ignored.
34. In case asked, tenderer must personally supply a sample/give the demonstration of the Blood Bank Chemicals & Reagents to the competent authority of the institute and

in that case all the expenses will be borne by the supplier.

35. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing, which the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.
36. The Courts at Bhubaneswar alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.
37. 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 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.
38. The supplier should mention in compliance to the specification in the technical bid of the tender document failing this, the bid document will be disqualified.
39. **The disposables / consumables should invariably contain marks like CE/ISO/BIS mark/ISI mark to ensure quality.**

40. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
41. The successful bidder has to execute a contract in the format enclosed on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) and also required to furnish the Performance security @ 10% of Supplied value in for supply more than one lakh and 5% for supply up to one Lakh in shape of TDR/BG of any nationalized bank in favour of AIIMS, Bhubaneswar & payable at Bhubaneswar only. If the successful bidder fails to furnish the Performance with the bill, the bill shall not be honored for payment.
42. The manufacturer or its authorized agent should have their office & Godown within 60 km of Bhubaneswar. A declaration to that effect should be furnished in form of **Affidavit** in the Technical Bid.
43. A certificate under taken that – “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 terms & condition of the contract, rules regarding purchase of Hospital Blood Bank Chemicals & Reagents. I/we agree to be abided by them” should be furnished by the tenderer.
44. No other charges would be payable by Client and there would be no increase in rates during the Contract period.
45. Please sign each page of document including terms & conditions & tender in proper manner.
46. **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.

50. Force Majeure:

Any failure or omission to carry out 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 if proved on evidence.

(Signature of Tenderer with seal)

Name:.....

Address:.....

.....

TECHNICAL BID for “Blood Bank Chemicals & Reagents for AIIMS Bhubaneswar”

(In separate sealed Cover-I Super Scribed as “Technical Bid”)

SI No	Criteria /Norms	Supportive documents with enclosure	Remarks
1.	Name & Address of the manufacture and their authorized dealers/distributors/Agency with phone number, email, name and telephone/mobile.		
2	Specify your firm/company is a manufactures/ authorized dealer/distributor/ Agency		
3	Name, Address & designation of the authorized person (Sole proprietor/partner /Director)		
4	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. 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/Organization/ reputed Private Organization or DGS&D rate in recent past. If you don't fulfil this criteria, your tender will be out rightly		
5	Detailed & exact specification of the product available with the vendor should be mentioned in the technical bid in Annexure-I only.		
6	Please attach copy of Income Tax Return for last 3 year.		
7	Please attach balance sheet (<i>duly certified by Chartered Accountant</i>) for last three (3) years. annual turnover of not less than Rs. 30 Lakh		
8	PAN No. (Please attach copy)		
9	VAT Registration Number. (Please attach copy)		

10	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.		
11	Please submit a notarized affidavit on Indian Non judicial stamp paper of Rs.10/- stating therein the detail of case in police/CBI/Court of Law/Arbitration & Black listing by any organization against the Proprietor/firm/partner or the Company (Agency).		
12	Submitted the Manufacturing / Dealer authorization from the Original Company on Letter Head.		
13	Details of the FDR/DD/BG of bid security (EMD) DD: (Tender Fee) Date: Payable at Bhubaneswar		

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 be abided by them.

Encls:

1. DD of Rs.2000.00 as tender fee
2. DD/BG/FDR for EMD (FOR Rs. 50,000/-)
3. Signed tender document (Each page must be signed with seal)
4. Financial Bid (In a separate sealed envelope-II)
5. Copy of ordered documents duly self-Attested (Subject to verification with original of the successful bidder)

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:.....

Address:.....

Annexure – II

SPECIFICATIONS FOR LABORATORY CHEMICALS, GLASS WARE & PLASTIC WARE **ITEMS**

1. Blood Bank Laboratory Chemicals and Reagents including high purity standards, Molecular biology and Microbiological Media, Laboratory essentials and Related Products

Annexure III

FINANCIAL BID

for "Blood Bank Chemicals & Reagents for AIIMS Bhubaneswar"

(In sealed Cover- II Super scribed "Financial Bid")

To,

The Administrative Officer

AIIMS, Bhubaneswar, Sijua,

Dumuduma, Bhubaneswar-751019, Odisha

Dear Sir,

Our quoted rate and discounts for supplying Blood Bank Reagents & Chemicals at AIIMS, Bhubaneswar will be as follows:-

Sl No	Name of Reagents	Company /Manufacturer	Company-wise Discount Offered in Percentage (%) + Percentage of VAT
1	Phosphate Buffer Saline		
2	Polybrenol	Merk/Millipore	
3	Diethyl ether	Sigma Chemicals	
4	Di thioThretol/ 2 Mercapto Ethanol	Genetixlotech	
5	Calcium Chloride	Qualigen	
6	Distilled Water	Qualigen	
7	ChloroquineDiphosphate	Emerck	
8	Glycine-HCL Buffer	Accurex	
9	Di sodium EDTA	Ranbaxy	

10	TRIS-NaCl Buffer	Nicholas Piramal	
11	Poly Ethylene Glycol 20 %	Whatmann	
12	2 Amino ethyl thio uranium bromide	Dako / Thermo-scientific / Celmarq	
13	checkcell	immucor	
14	panocell	immucor	
15	Panoscreen 3	immucor	
16	Panocell 10 (Ficin treated)	immucor	
17	Weak D Cells	immucor	
18	Gamma Elu Kit II	immucor	
19	Gamma EGA Kit	immucor	
20	Gamma Lectin System	immucor	
21	Gamma Quin	immucor	
22	Frrreze Dried Papain	immucor	
23	R.E. St.	immucor	
24	W.A.R.M	immucor	
25	Gamma Peg	immucor	
26	ABO\D + Reverse Blood Grouping Card	Ortho Diagnostics Biorad Tulip	
27	LISS\ Coombs Card		
28	NaCl\Enzyme Lest card		
29	Anti IgG1\igG3 DAT Card		
30	Anti H card		
31	Rh Subgroupc/20 +K Card		
32	Rh Subgroupc/20 + Cw + K Card		
33	Anti K Card		
34	Anti Kpa Card		
35	Anti Kpa Card		
36	Anti Jka Card		

37	Anti Jkb Card	Ortho Diagnostics Biorad Tulip	
38	Anti Lea Card		
39	Anti Leb Card		
40	Anti Lua Card		
41	Anti Lub Card		
42	Anti M Card		
43	Anti N Card		
44	Anti S Card		
45	Anti S Card		
46	Anti Fya Card		
47	Anti Fyb Card		
48	HIV 1 & 2 ELISA	Blorad, Tulip, Transasia, J Mitra	
49	HBSAg ELISA		
50	HCV ELISA		
51	MALARIA Ag ELISA		
51	Syphilis ELISA		

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 Blood Bank Chemical & Reagents 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:

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:-along with the terms & conditions of the Tender document.

1. **The Registered Office or Branch Office of the Agency/Firm should be located within a radius of 60Kms. 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 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 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, or part there of exceeding 3 days (date of supply order & date of delivery being excluded) subject to maximum of 10% of total order value as penalty and the actual cost paid 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

Blood Bank Chemical & Reagents 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 Blood Bank Chemical & Reagents 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 Blood Bank Chemical & Reagents ware items are being supplied by it to other Govt. Institutes/Ministries/Departments. If subsequently it is found that the firm has supplied Blood Bank Chemical & Reagents 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 two 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 is extendable for maximum period of one 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:

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