

NOTICE INVITING TENDER

RATE CONTRACT FOR SUPPLY OF LABORATORY REAGENTS (KITS) AND CHEMICALS FOR BECKMAN COULTER AUTOANALYZER (AU PLATFORM), TO AIIMS BHUBANESWAR



File No : J-11022 (010) / 2014-15 /S&P

Issue Date : 21-01-2015

Last Date of Submission : 10-02-2015 at 12.00AM

Tender opening date (Technical bid) : 10-02-2015 at 3.00 PM

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

All India Institute of Medical Sciences, Bhubaneswar

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 Laboratory Reagents (kits) and chemicals for Beckman Coulter Autoanalyzer (AU platform) to AIIMS Bhubaneswar**, from manufacturers and their authorised dealers/ distributors under **two-bid system** in sealed covers. Intending tenderers are requested to quote their best offer along with the complete details of specifications, terms & conditions.

Sl.No.	Item Description	Quantity
1.	Laboratory Reagents(kits) and chemicals for Beckman Coulter Autoanalyzer (AU platform)	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 **10-02-2015 at 12.00 PM** and the technical bid will be opened on 10-02-2015 at 3.00PM in the Administrative Office, AIIMS, Bhubaneswar of the Institute in the presence of the bidder(s) or their authorized representative(s), who may remain present at the scheduled date and time. **The list of technically qualified bidders with the date of opening of financial bid shall be hosted in the website of AIIMS, Bhubaneswar. However no paper publications shall be made for opening of financial 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 and Audited Annual Statement of 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 un-ambiguous 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 **two years** from the date of commencement of award. If the performance is found satisfactory, the contract would be extendable further for a period of one year, as may be agreed mutually (not beyond three **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 Reagents (kits) and chemicals for Beckman Coulter Autoanalyzer (AU platform)**” should reach AIIMS, Bhubaneswar by on or before 10-02-2015 at **12.00 Hrs**. 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.
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. 2,00,000/- (Rupees Two Lakh only)** by way of demand drafts/bank guarantee and Rs. 2,000/- as tender fees (DD only) drawn in favour of the “AIIMS Bhubaneswar” from any Nationalized Bank and payable at Bhubaneswar. 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 after award of the contract. **For unsuccessful bidder(s) it would be returned after award of the contract on written request along with original cash deposit receipt issued by the institute. No interest will be payable by the AIIMS authorities on the EMD.** 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). The EMD deposited by successful bidder shall be refunded on furnishing of performance Security. If the successful bidder fails to furnish the performance security 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. Performance security shall be furnished on subsequent supply with the firms at the rate of 5% up to 01 lakh and 10% above 01 (one) lakh in each occasion of supply.
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. **Financial Bid of the bidders who have qualified the technical bid shall only be opened and the lowest bidder, decided for the particular test parameter based on the lowest quoted price, shall be considered for rate contract the rate will be after applying maximum discount offered by the L1 vendor by the competent authority of AIIMS Bhubaneswar.**
20. **The competent authority of AIIMS, Bhubaneswar reserves all rights to accept or reject any/ all tender(s) without assigning any reason thereto. 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.**
21. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.
22. The tender form is not transferable.
23. Canvassing in any form is strictly prohibited and the tenderer who are found canvassing are liable to have their tenders rejected out rightly.
24. Rates quoted should be inclusive of all charges at FOR AIIMS Bhubaneswar.
25. 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.
26. 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.
27. No advance payment of any kind will be made.

28. The supplier shall submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that the supplier 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.**
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. 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.
31. Original Laboratory Chemicals(kits) and chemicals supplier agencies bidding for qualification should fulfil the following minimum requirement.
Should have completed following Laboratory Chemicals (kits) and chemicals Supply Contract satisfactorily during last Three (3) years:
- i) Tenderer have executed minimum Three similar Supply Contract each costing not less thanRs.10 Lakh
OR
 - ii) Tenderer have executed minimum Two similar Supply Contract each costing not less thanRs.15 Lakh
OR
 - iii) Tenderer have executed minimum One similar Supply Contract each costing not less thanRs.30 Lakh

ELIGIBILITY/EVALUATION CRITERIA

32. 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 Statement of 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/ 50 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.

(e) In case of reagents and kits of manufacturers other than Beckman Coulter, the bidder needs to submit the following documents:

- I. The list of Users (Hospital/ Government Laboratories/ Research Institutes/ PSU/ Educational Institutional Complex) where such reagents are being used on Fully Automatic Beckman Coulter analyzers of AU platform.
- II. Proof of experience (of more than 3 years) in the form of experience certificates / supply orders from such Institutions.
- III. A performance certificate/ validation certificate from the users indicating satisfactory performance of those reagents on Fully Automatic Beckman Coulter analyzers of AU platform.
- IV. Before finalising the rate contract, the dealer must demonstrate the performance of the chemicals and kits on the Fully Automatic Beckman Coulter analyzers of AU platform, in AIIMS, BBSR Biochemistry laboratory.

Terms of Delivery

33. 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 thereof exceeding 3 days (the date of issue/acceptance of supply order and the date of delivery being excluded) 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, performance security of the supplier shall stand forfeited.

34. 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 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.

35. The quantity of the item needed is mentioned in Financial Bid but it is approximate and is subject to increase/decrease at the discretion of the Purchase Committee of AIIMS, Bhubaneswar. The payment would be made for actual supply taken and no claim in this regard should be entertained.

36. 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.

37. In case the tenderer on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort to 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.
38. 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.
- 39. 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.**
40. Order shall be issued for tentative **annual / six monthly** 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 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.
- 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 authorised signatory.
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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 stand forfeited.
42. The **rates 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 but not less than half 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.
46. **All aspects including cost factors of the chemicals will be evaluated by purchase committee AIIMS, BBSR for awarding of the tender by quoting lower rates. In case of awarding contract to more than one vendor, the criteria of selection for awarding the contract will be comparing the rate of major items (commonly used) consumed by AIIMS, BBSR throughout the year and the other method adopted , as deemed fit by the tender evaluation committee.**
47. **AIIMS Bhubaneswar reserves the right to accept/reject any Tender either in part or full without assigning any reason thereof or award the contract to different supplier depending on the feasibility.**

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. Also additional performance security should be furnished on all subsequent purchases.

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 Reagents(kits) and chemicals for Beckman Coulter Autoanalyzer (AU platform) for AIIMS, Bhubaneswar".

TECHNICAL BID:

The firm should submit the technical bid in a sealed cover separately super-scribed "**Technical Bid for Rate Contract for supply of Laboratory Reagents(kits) and chemicals for Beckman Coulter Autoanalyzer (AU platform)**" 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-scribed the word "**Price Bid for Rate Contract for supply of Laboratory Reagents(kits) and chemicals for Beckman Coulter Autoanalyzer (AU platform)**" along with Name and address of the Bidder.

The price bid should mention the cost per test for the given test parameter for which the bidder is quoting in the given format (Annexure-III). 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 carry out 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 arises 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.
56. The successful bidders shall have to sign on contract agreement as per the proforma enclosed with the tender and the terms and conditions mentioned above shall be deemed to be part of the agreement.

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 REAGENTS (KITS) AND CHEMICALS FOR BECKMAN COULTER AUTOANALYZER (AU PLATFORM)

1. Laboratory reagents (kits) and chemicals, for bar coded dedicated system packs compatible with Beckman Coulter Autoanalyzer (AU platform: Models AU5811, AU680, AU480)
2. Diagnostic Kits should be from standard companies, which are USFDA / CE or ISO13845 certified. The pack size should be the smallest available.
3. Kits should have long stability and have long expiry (at least one year from the date of supply of kits to the Institute)
4. Products and reagent should be in original packing of the manufacturer and not refilled.
5. Test programming should be available inside the kit and should be submitted along with the technical bid. Original product literature of Manufacturer having all details of the test should be provided along with the Technical bid which should include normal range, sensitivity limit , linearity, reproducibility, on board reagent stability, calibration frequency, expiry date and interferences in assay etc.
6. Single reagent testing would be preferred, but should not have more than two reagents in any case.
7. Traceability certificates for Controls and calibrators should be submitted along with the Technical bid.
8. Normal reference range of different analytes for the AU series, AU 480, AU 680 and AU 5811 should be mentioned in the product literature.
9. Declaration that the Technical support will be provided from the Company to resolve the queries for instrument application, QC interpretation, Calibration issues, Reagent and Result related issues.
10. Downtime of not more than 5 hrs is must for the company, providing technical support and should be based in Bhubaneswar.
11. Quantity of kits required per year will vary, the need will depend on the patient load and reagent consumption. However the kits have to be stocked with the dealers/ Suppliers based in Bhubaneswar, who can be asked to provide the same at short notices, not exceeding 72 hours.

Annexure-II

TECHNICAL BID

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

Sl no	Details / Particulars	Submitted (Yes/No) Page No.
1	Name & Address of the Manufacture and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile	
2	Whether the firm has an office in Bhubaneswar	
3	Specify your firm/company is manufactures/ authorised dealer/ distributor/ Agency	
4	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)	
5	Name, Address & designation of the authorized person (Sole proprietor/ partner / Director)	
6	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). <i>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.</i>	
7	Please attach copy of last Income Tax Return	
8	Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Annual minimum turnover should not be less than 30 lakhs)	
9	PAN No. (Please attach copy)	
10	VAT/Service Tax Registration Number. (Please attach copy)	
11	Certificate as indicated before in clause no. 32 a) b) c) d) e) (i), (ii), (iii), (iv)	

12	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.	
13	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.	
14	Power of Attorney/authorization for signing the bid documents	
15	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.	
16	Four original copy of latest price list	
17	Details of the: Bank Draft Bank Guarantee (EMD)	
18	Enclose an affidavit duly certified by (enclosed / not enclosed) by the Notary at the location of the Agencies/ Headquarters, Bhubaneswar that the bidder has never been blacklisted or punished by any court for any criminal offence/ Breach of contract and no Police / Vigilance enquiry / Criminal case is pending	
19	Enclose an affidavit duly certified by (enclosed / not enclosed) by the Notary at the location of the Agencies/ Headquarters, Bhubaneswar That the bidder has not provided the same kits at a lower price to any Govt Institute / Hospital than what is quoted to the Institute	

Page number/ Serial number may be given to each and every page of the tender document and photocopies of the documents attached. Mention page number, whenever the copy(ies) of the documents are kept. In case of non-fulfilment of any of the above information/ documents, the Tender will be summarily rejected without giving any notice.

Signature of the Tenderer with stamp of the firm.

Date:

Place:

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.

Enclosures:

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.

Annexure-III

Format for Financial Bid

List of Kits & Calibrators for Beckman Coulter (AU480/AU680/AU5811)

(To be submitted on the letterhead of the company / firm)

S No	Name of Item	Pack size	Rate per test Excluding VAT in INR	VAT / TAX	Total rate per unit including VAT / TAX
1	Albumin	Smallest pack			
2	ALT W/O P5P	Smallest pack			
3	AST W/O P5P	Smallest pack			
4	Alkaline Phosphatase	Smallest pack			
5	Amylase	Smallest pack			
6	BUN/Urea	Smallest pack			
7	Bilirubin Total	Smallest pack			
8	Bilirubin Direct	Smallest pack			
9	Cholesterol	Smallest pack			
10	CK-MB UV	Smallest pack			
11	CK	Smallest pack			
12	Creatinine	Smallest pack			
13	Glucose Hexokinase	Smallest pack			
14	GGT	Smallest pack			
15	HDL Cholesterol	Smallest pack			
16	LDL Cholesterol	Smallest pack			
17	Lipase	Smallest pack			
18	LDH IFCC	Smallest pack			
19	Triglyceride	Smallest pack			
20	Total Protein	Smallest pack			
21	Iron	Smallest pack			
22	Uric Acid	Smallest pack			

S No	Name of Item	Pack size	Rate per test Excluding VAT in INR	VAT / TAX	Total rate per unit including VAT / TAX
23	CRP (high sensitive)	Smallest pack			
24	HbA1c	Smallest pack			
25	Microalbumin	Smallest pack			
26	System Calibrator	Smallest pack			
27	HDL Chol Calibrator	Smallest pack			
28	LDL Chol Calibrator	Smallest pack			
29	CK-MB Calibrator	Smallest pack			
30	CRP Latex calibrator (Highly Sensitive)	Smallest pack			
31	HbA1c Calibrator	Smallest pack			
32	Microalbumin calibrator	Smallest pack			
33	Hemoglobin Denaturant	Smallest pack			
34	Control Serum Level 1	Smallest pack			
35	Control Serum Level 2	Smallest pack			
36	CK-MB Control Serum Level 1	Smallest pack			
37	CK-MB Control Serum Level 2	Smallest pack			
38	HDL/LDL Control serum	Smallest pack			
39	CRP latex Control Serum	Smallest pack			
40	HbA1c Control Serum	Smallest pack			

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

**Signature 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 Fourteen 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 Party**.

Between

Second Party

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 60 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,(kits) and reagents 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,(kits) and reagents 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 reagents(kits) and chemicals, 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 reagents(kits) and chemicals .

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.

The rate submitted by the Agency/Firm should not be higher than the rates at which the Laboratory (kits) and chemicals, are being supplied by it to other Govt. Institutes /Ministries /Departments. If subsequently it is found that the firm has **supplied laboratory reagents (kits) and chemicals for Beckman Coulter autoanalyzer (AU platform)**

10. **laboratory reagents (kits) and chemicals for Beckman Coulter autoanalyzer (AU platform)** 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:

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 on 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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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 reagents(kits) and chemicals for Beckman Coulter autoanalyzer (AU platform) 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.

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "tender") against the purchaser's tender enquiry No. _____. Know all persons by these presents that we _____ of _____ (hereinafter called the "Bank") having our registered office at _____ are bound unto _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogated from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract, or,
 - b) fails or refuses to accept/ execute the contract, or,
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note the amount claimed by it is due to it owing to the occurrence of one or both the two conditioned specifying the occurred condition(s).

This guarantee will remain in force for a period of 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designations of the officer

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

FORMAT FOR EXPERIENCE CERTIFICATE

<u>Contract No./Supply order No.</u>	<u>Name of the Purchaser*</u>	<u>Description of work</u>	<u>Qty Supplied</u>	<u>Value of Contract (Rs. In Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>

FORM FOR POWER OF ATTORNEY

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt. (Name and address) who is presently employed with us and holding the position ofas our attorney, to act and sign on my/our behalf to participate in the tender no.....for..... (Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below.

Dated this the ____ day of 201_ For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____