

Notice Inviting Tender
For Radiology Consumables for Hospital Use



File No : J-11016(004)/2013-14/S&P

Issue Date : 12.08.2014

Last Date of Submission : 01-09-2014, 12.00 P.M

Tender opening date (Technical bid): 01-09-2014, 03.00 PM

**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, Bhubaneswar invites tenders in sealed covers under **two-bid** system from manufacture and their authorized dealers/ distributors for providing various Radiology Consumables for AIIMS Bhubaneswar. The contract shall be for a period of 2 (Two) Years.

The interested manufactures and their authorized dealers/distributors are required to submit the technical and financial bid separately. 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 Radiology Consumables for AIIMS Bhubaneswar**” and should reach at the office of “**The Administrative Officer, AIIMS, Sijua, Bhubaneswar (Odisha) - 751019**, by or before on 12.00 P.M. on **01-09-2014**. The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at 03.00 PM at AIIMS, Bhubaneswar. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. 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 here

The tender document containing technical bid form, financial bid form, technical description/specification & item and terms & conditions can be downloaded from website www.aiimsbhubaneswar.edu.in. Demand Draft for Rs.1000/- (Rupees one thousand only) (non-refundable) in favor of “**AIIMS, Bhubaneswar**”, payable at **Bhubaneswar**, against cost of the tender document is required to be Furnished along with their technical bid in the **Cover-I** “**Technical Bid**”. The amount of bid security (EMD) for **Radiology Consumables for AIIMS Bhubaneswar** of **Rs.50,000/- (Rupees Fifty Thousand Only)** of tender documents should be paid by FDR/DD/BG in favor of “**AIIMS, Bhubaneswar**” payable at **Bhubaneswar** and will be placed in **cover-I** with Technical Bid. 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 Rs 1000/- (Rupees One Thousand Only) for towards Tender Fee in favour of “**AIIMS, Bhubaneswar**”, payable at Bhubaneswar, not later the date of **27-06-2014**, 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 Radiology Consumables for AIIMS Bhubaneswar**” should reach AIIMS, Bhubaneswar by or before 12.00 PM on **01-09-2014**. 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 outright.
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 successful bidders 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 horned for payment.
10. The EMD shall be forfeited if successful bidder fails to supply the Radiology Consumables in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.
11. 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.
12. 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.
13. 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.
14. 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.
15. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.
16. **The company/manufacture must submit the most recent certificate in support of the product is manufactured in a Good Manufacturing Practice (GMP) certified laboratory issued by the government or competent authority. Otherwise the bid will be rejected.**
17. Canvassing in any form is strictly prohibited and the tenderer who are found canvassing are liable to have their tenders rejected out rightly.

18. 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.
19. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, and postage and transportation charges at FOR AIIMS Bhubaneswar. **VAT , wherever shall be shown, separately while computing total cost of bill But in the Tender the quoted price shown be inclusive of all taxes**
20. 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.
21. 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.
22. 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.**
23. If the prices of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.
24. 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.
25. 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 competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.
26. 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.
27. 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 .
28. Self-life of the Radiology Consumables must be not less than 75%.that the date of manufacturing & date of expiry.
29. Both in large and also on the smallest unit (Bottle/Strips/Vials) of the Radiology Consumables it is mandatories requirement to Print **"Not for sale / for use by AIIMS Bhubaneswar only"** & no price should be mentioned.

30. 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.
31. 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.
32. Where the specifications are as per tenderer's range of product & tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should be brought out on separate Letter Head of the firm. It would be discretion of the competent authority of the institute to accept or reject such deviations which are not in accordance with our required specifications as per given in **Annexure - I.**
33. It must be mentioned clearly whether tenderer is a manufacturer/sole distributor/sole agent for the items for which he is quoting.
- a. **Manufacturer** must add a certificate that item(s) is manufactured by them as per range of products
 - b. **Sole Manufacturers** must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt. /reputed Private Organization and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
 - c. **Authorized Agents** must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals in proforma given in attach duly supported by a notarized affidavit on Indian Non Judicial Stamp Paper of Rs.10/- (Rupees ten only) that they are quoting Rates on behalf of them. The authorization letter must contain the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.
34. The tenderers should submit along with the tender, a Photostat copy of the last 3 years Income Tax return otherwise tender may be ignored.
35. In case asked, tenderer must personally supply a sample/give the demonstration of the Radiology Consumables to the competent authority of the institute and in that case all the expenses will be borne by the supplier.
36. 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.
37. 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.

38. 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.
39. 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.
40. 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.
41. 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.
42. The manufacture or it 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. 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 Radiology Consumables. I/we agree to abide them.
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.*

(Signature of the Tenderer)

Seal.

Address.

Telephone No

Email Id.

TECHNICAL BID for “Radiology Consumables for AIIMS Bhubaneswar”

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

1.	Name & Address of the manufacture and their authorized dealers/distributors/Agency with phone number, email, name and telephone/mobile.	Supportive documents with enclosure no.	Remarks
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 notarized 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 rejected.		
5	Detailed & exact specification of the product avialable 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 years		
7	Please attach balance sheet (<i>duly certified by Chartered Accountant</i>) for last three (3) years (Average annual minimum turnover should not be less than 5 lakhs) in each year.		
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	Details of the FDR/DD/BG of bid security (EMD) FDR/DD/BG No: (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.

Enclose:

1. DD of Rs.1000.00 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-I

Technical Specification for Radiology Consumables					
SL No.	Drug Code	Name of the item	Size/strength/specification	Unit Pack	Total Annual requirement (in unit)
1	R00001	MRI Contrast Gadolinium based Non-Ionic of IV use	10ml vial		5000 vials
2	R00002	CT contrast (Non Ionic) Iodinated for IV use	100ml/vial		5000 vial
3	R00003	CT contrast (Non Ionic) Iodinated for IV use	50ml/vial		5000 vial
4	R00004	CT contrast (Ionic) Iodinated	20ml/amp		5000 vial
5	R00005	CT Oral contrast -iodinated	30ml/vial		5000 vial
6	R00006	Kodak Dry view (14 X 17), X-Ray Film packets	Compatible with Digital Radiography Machine Kodak a)14"X 17"	125/pkt	300 pkts
7	R00007	Kodak Dry view (10 X 12), X-Ray Film packets	Compatible with Digital Radiography Machine Kodak b) 10"X12"	125/pkt	300 pkts
8	R00008	Kodak Dry view (08 X 10), X-Ray Film packets	Compatible with Digital Radiography Machine Kodak c) 8"X 10"	125/pkt	300 pkts
9	R00009	Barium sulphate Powder Flavoured	500gm pkt		100pkt
10	R00010	Barium sulphate Powder Non Flavoured	500gm pkt		100pkt
11	R00011	Fuji Film 8" X10"	Compatible for CR System		100pkt
12	R00012	Fuji Film 10" X 12"	Compatible for CR System		100pkt
13	R00013	Fuji Film 14" X17"	Compatible for CR System		100pkt

“For Radiology Consumables for AIIMS Bhubaneswar”
FINANCIAL BID

(In sealed Cover-II super scribed “Financial Bid”)

To,
 Administrative Officer
 AIIMS, Bhubaneswar, Sijua Bhubaneswar (Odisha)

Dear Sir,

Our quoted rate for supplying the Radiology Consumables for AIIMS, Bhubaneswar will be as follows: -

(For detail list of Radiology Consumables Refer to **Annexure I** uploaded as separate file in the website in the following format.)

SL No.	Drug Code	Name of the item	Size/strength/specification	Unit Pack	MRP (Inclusive of all taxes) (in Rs)	Quoted Price per unit (in Rs)
1	R00001	MRI Contrast Gadolinium based Non-Ionic of IV use	10ml vial			
2	R00002	CT contrast (Non Ionic) Iodinated for IV use	100ml/vial			
3	R00003	CT contrast (Non Ionic) Iodinated for IV use	50ml/vial			
4	R00004	CT contrast (Ionic) Iodinated	20ml/amp			
5	R00005	CT Oral contrast -iodinated	30ml/vial			
6	R00006	Kodak Dry view (14 X 17), X-Ray Film packets	Compatible with Digital Radiography Machine Kodak a)14"X 17"			
7	R00007	Kodak Dry view (10 X 12), X-Ray Film packets	Compatible with Digital Radiography Machine Kodak b) 10"X12"			
8	R00008	Kodak Dry view (08 X 10), X-Ray Film packets	Compatible with Digital Radiography Machine Kodak c) 8"X 10"			
9	R00009	Barium sulphate Powder Flavoured	500gm pkt			
10	R00010	Barium sulphate Powder Non Flavoured	500gm pkt			

11	R00011	Fuji Film 8" X10"	Compatible for CR System			
12	R00012	Fuji Film 10" X 12"	Compatible for CR System			
13	R00013	Fuji Film 14" X17"	Compatible for CR System			

1. The above quote should include all applicable taxes. If the rates of various items are L1 for different tenderers, the AIIMS Bhubaneswar reserve to right to either accept the L1 of different of other item firm/agencies or will negotiate, with the firm who has quoted the maximum gross value of L1 items to lower rate up to the limit of L1 quoted by other firms. In this context, final decision of the committee will be binding to all and no claim in the regards can be entertained.
2. 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 Radiology Consumables. I/we agree to abide them.
3. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

(Signature of Tenderer with seal)

Name:.....

Address:.....

.....

Tel No.

Email ID.

Annexure III

This agreement is made at Bhubaneswar on the _____ day of two Thousand Fourteen between, **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

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 Party**.

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Hospital Radiology Consumables Items for AIIMS Bhubaneswar as per the terms and conditions stated below:-

1. **The Registered Office or Branch Office/Distributor of the Agency/Firm should be located within a radius of 35Kms. 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 Radiology Consumables on Rate contract 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 Radiology Consumables items or replace the defected/spurious/expired/ soon to expire 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 Radiology Consumables 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 Radiology Consumables 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 Radiology Consumables.
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 hospital Radiology Consumables items are being supplied by it to other Govt. Institutes/Ministries/Departments. If subsequently it is found that the firm has supplied Radiology Consumables 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 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.
14. **The Consumables** to be supplied by the vendor under Rate Contract basis is mentioned in the Agreement (Annexure-I) with price per unit.

THIS AGREEMENT will take effect from _____ day of _____Two Thousand Fourteen and shall be valid for two 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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Annexure -IV

MANUFACTURE's / PRINICIPAL's AUTHORIZATION FORM

(Clause 34 (c) of the tender)

To

The Administrative Officer,

All India Institute of Medical Sciences, Bhubaneswar

Dear Sir,

TENDER: _____.

we, _____, who are established and reputable manufacturers
_____ of _____,
_____ having at and, hereby authorize Messrs.
_____ (name and address
of agents) to bid, negotiate and conclude the contract with you against Tender No. **J-11016(004)/2013-14/S&P** for the above goods manufactured by us. No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of Messrs. _____

(Name of manufacturers)/Principal.

Seal.

Address.

Telephone No

Email Id.

J-11016(004)/2013-14/S&P