

**Notice Inviting Tender
For
Rate Contract of Blood Bank Chemical & Reagents
for
AIIMS, Bhubaneswar**



No	Particulars	Start Date & Time
1.	NIT No.	J-11029(013)/2017-18/S&P
2.	NIT Issue Date	29-12-2017
3.	Last Date of Submission	19-01-2018, 12.00 P.M
4.	Tender opening date (Technical bid)	19-01-2018, 15.00 P.M

All India Institute of Medical Sciences, Bhubaneswar

www.aiimsbhubaneswar.edu.in

Rate Contract of Chemical & Reagents for Hospital Use of AIIMS,
Bhubaneswar

All India Institute of Medical Sciences, Bhubaneswar invites tenders in sealed cover under **Two-Bid** system from manufacture and their authorized dealers/distributors for providing various Chemical & Reagents for AIIMS, Bhubaneswar. The Rate contract shall be for a period of One year. The Rate contract may be extendable.

The interested manufacturer 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 "**Tender For Rate Contract of Blood Bank Chemical & Reagents for AIIMS, Bhubaneswar**" and should reach at the office of "**Sr. Procurement-cum Store Officer, AIIMS, Sijua, Bhubaneswar (Odisha) - 751019**", on or before 12.00 PM on **dt.19/01/2018**. 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 closed holiday 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 announced later through the official website of AIIMS.

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.2000/-(Rupees Two thousand) (non-refundable) in favour of "**AIIMS, Bhubaneswar**", payable at **Bhubaneswar**, against cost of the tender document may be submitted along with the technical bid in the Cover-I "Technical Bid". The amount of bid security (EMD) for **Rate Contract of Blood Bank Chemical & Reagents for AIIMS, Bhubaneswar of Rs. 50,000/- (Rupees Fifty Thousand only)** should be paid by FDR/BG drawn in favour 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 Sr. Procurement-cum Store Officer on the AIIMS, Bhubaneswar website: **www.aiimsbhubaneswar.edu.in**.

Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar

“Rate Contract of Blood Bank Chemical & Reagents for 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 2000/- (Rupees Two Thousand Only) for towards **Tender Fee** drawn in favour of **“AIIMS, Bhubaneswar”**, payable at Bhubaneswar, not later the date of 19/01/2018, along with their bid in the **Cover-I** containing **“Technical Bid”**. ***No cost of tender document shall be charged for the tender documents if downloaded by the bidders from the website of AIIMS, Bhubaneswar.***
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 **“NIT Rate Contract “Chemical & Reagents For AIIMS Bhubaneswar”** should reach AIIMS, Bhubaneswar by or before 12.00 PM on **19/01/2018**. 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. **Signing of Tender:** All the duly filled/completed pages of the tender should be given serial/page number on each page and signed. The individual signing the tender or other documents connected with contract must specify whether he sign as:
 - a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
 - b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.
4. The Public Sector Undertaking of the Central/State Govt. are exempted from furnishing Earnest Money along with tender. But they have to furnish Tender Fee Rs 2000/- in shape of DD (Non Refundable).
5. 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.
6. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.

7. 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 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 outrightly.
8. 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.
9. The bidder shall pay an amount of Rs.50,000/- as Bid Security (EMD) (refundable to unsuccessful bidder after finalization of the contract) along with the **Technical Bid** in the form of FDR/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.
10. Pharma Public Sector Undertaking of the Central/State Govt. are exempted from furnishing Earnest Money along with tender.
11. 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 Rs1,00,000/-(Rupees One Lakhs Only) in shape of TDR/BG of any nationalized bank drawn in favour of AIIMS, Bhubaneswar & payable at Bhubaneswar only. If the successful bidder fails to furnish the Performance security with the bill, the bill shall not be honored for payment.
12. The EMD shall be forfeited if successful bidder fails to supply the Chemical & Reagents in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.
13. 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.
14. 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.

15. 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 all the terms/provisions stated / referred to for adherence in the tender.
16. 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 their opinion considered to be is non-responsive, or violating any of the conditions/specifications without any liability or loss whatsoever it may cause to the bidder in the process.
17. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.
18. **The company/manufacturer 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.**
19. **The company/manufacturer should have minimum annual turnover of at least 50 (Fifty) Lakhs for last three years. Documentary proof should be attached in support of this.**
20. Canvassing in any form is strictly prohibited and the tenderer who are found canvassing are liable to have their tenders rejected out rightly.
21. 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.
22. The rates should be valid for the entire Rate contract period. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, and postage and transportation charges at FOR AIIMS Bhubaneswar. GST, wherever applicable shall be shown, separately while computing total cost of the bill, but in the Tender, quoted price may be shown as follow: - Basic Cost + GST=Total cost.
23. The Quantity can be increased/ decreased at the time of issue of supply order to any extent depending upon the actual requirement.
24. The payment would be made against delivery for actual supply taken and no claim in this regard should be entertained.

25. The firm has to quote for one best quality only. The offers submitted as quality A, B, C, & D etc. will be summarily rejected.
26. All the rates should be mentioned 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.
27. Rates should be mentioned both in figures and in words. The offer should be typed or written in Ink Pen/ Ball Pen without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
28. The supplier shall submit 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.** 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 prices 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. 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 @ 0.5% per week part thereof exceeding 3 (Three) days from the stipulated date Including date of issue & delivery subject to maximum of 10% of the value of the supplied goods or services under the contract. The competent authority of the institute may also cancel the supply order in case of In ordinate delay. In such a case, bid security of the supplier shall stand forfeited.
32. In case the quality of goods supplied are not in conformity with the standards given in tender and as per the samples supplied or the supplies are found defective at any stage those goods shall immediately be taken back by the supplier and can 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, Performance Security deposit will be forfeited and action as deemed proper will be taken against the supplier.

33. In case the tenderer on whom the supply order has been placed, fails to complete the supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bhubaneswar) may recover the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by the tenderer. In case of repeated failure in supplying the order goods the supply order may be cancelled and bid security deposit will be forfeited.
34. The life span of the Chemical & Reagents at the time of supply should not be less than 75% of the total life. Payment to the extent of 100% shall be made on receipt of stock on acceptable condition & fulfilment of other conditions.
35. The supplier/ vendor shall replace the Blood Bank Chemical & Reagents having a life span below 3 (Three) months from the date with fresh stock.
36. **Both on large and smallest units (Bottle/Strips/Vials)** of the Blood Bank Chemical & Reagents it is mandatory to Print / stamp in indelible ink on label / packets / cartons **“Not for sale / for use by AIIMS Bhubaneswar only” & No Price Should be quoted/printed on the Label.** Cases wherein quoting of price cannot dispensed with, it should be covered in indelible ink.
37. L1 Vendor should supply the items within 02(two) weeks after receipt the supply order/Re-order. If L1 vendor fails to deliver, the same will be procured from other sources at the cost and risk of L1 Vendor.
38. **Inspecting, Testing and Quality control**
- i. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
 - ii. The Purchaser reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Purchaser as deemed fit shall resort to all these inspection or may waive off any of the inspection.
 - iii. Stage Inspection: The Supplier shall offer semi-finished product for stage inspection supported with invoice & test report of major raw material as per relevant specification standards.
 - iv. Before resorting to Bulk Manufacture, the supplier shall offer/send the prototype/actual-finished sample for approval by the Inspector approved by the purchaser. The approval of Samples shall be in respect of workmanship and finishing and shall be without prejudice to the rights of purchaser/user to get random testing of

items during pre-dispatch inspection or from the actual lot offered. In the event of the failure of the supplier to deliver the sample by the date specified in the contract or any other date agreed by the purchaser or in the event of rejection of the sample second time, the purchaser shall be entitled to cancel the contract and purchase the stores at the risk and cost of the supplier.

- v.** The Inspector shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector. The decision of the purchaser/ inspection authority in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re-inspection.
- vi.** The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind, which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs of attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, in his sole judgment, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.
- vii.** The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- viii.** The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- ix.** Goods accepted by the purchase/AIIMS, Bhubaneswar and/or its inspector at initial inspection and in final inspection in terms of the contract should in no way dilute purchasers/AIIMS, Bhubaneswar's right to reject the same later.
- x.** The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies

shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications. Further to above if on the goods being rejected by the Inspector or AIIMS, Bhubaneswar at the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery the Purchaser shall be at liberty to:

- a) Require the Supplier to replace the rejected goods forthwith but in any case not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods. Any Deviation on that or any other account, the security deposit will be forfeited.
- b) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not readily available which shall be final in the opinion of the Purchaser without notice to the supplier at his risk and cost.
- c) Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.
- d) The Inspector shall have the power:

Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

- To reject any goods submitted as not being accordance with particulars.
- To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory.
- To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work however if goods are accepted all cost incurred shall be borne by the Purchaser.
- Inspector's decision as regards the rejection shall be final and binding on the Supplier.

39. The Specification and quantity of the item needed is mentioned in **Financial Bid (Annexure-VI)** 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 for variation in specification should be entertained.

40. 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 given in **Annexure - I**.
41. It must be mentioned clearly whether tenderer is a manufacturer/sole distributor/sole agent for the items for which he is quoting.
42. **Manufacturer** must add a certificate that item(s) is manufactured by them as per range of products
43. **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/items 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.
44. **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 notarised 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.
45. The tenderers should submit along with the tender, a Photostat copy of the last 3 years Income Tax return otherwise tender may be ignored.
46. Suppliers need to provide adequate sample/give the demonstration of the Blood Bank Chemical & Reagents in the office of the medical superintendent of the institute and in that case all the expenses will be borne by the supplier. AIIMS Bhubaneswar will not bear any travelling or living expenditure in this regard.
47. 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.
48. The supplier should mention the enclosure nos. in compliance to the specification in the technical bid of the tender document failing this, the bid document will be disqualified.

49. 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.
50. The manufacture or its authorized agent should have their office & Godown within **40 km** of Bhubaneswar. A declaration to that effect should be furnished in form of **Affidavit** in the Technical Bid.
51. No other charges would be payable by Client and there would be no increase in rates during the Contract period.
52. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without prior permission in writing from AIIMS, Bhubaneswar, who is at liberty to refuse it. The tender is not transferable. One tenderer can submit only one tender.
53. Delivery of material should be made on working days from 10.00 AM to 4.00PM (Monday to Friday) and Saturday 10:00AM to 1:00 PM only.
54. *Each page of document including terms & conditions & tender is to be signed by the tenderer in proper manner.*
55. 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 given within two weeks from the date of occurrence of such an event which could be attributed to force majeure.
56. 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.
57. 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.

58. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
59. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
60. ***The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary support in support of their claim.***
61. **Clarification of bidding documents.**

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. aso@aiimsbhubaneswar.edu.in & spo@aiimsbhubaneswar.edu.in. The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

62. Debarment from bidding.

- (i) A bidder shall be debarred if he has been convicted of an offence-
 - (a) under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

63. Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes

- (i) Prohibition of
 - (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - (c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - (d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) disclosure of conflict of interest.
- (i) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, Fraudulent, collusive or coercive practices in competing for the contract in question.

64. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to the made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitrator to be appointed by the AIIMS, Bhubaneswar. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

65. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations hereunder shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.

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 Blood Bank Chemical & Reagents. I/we agree to abide by them.

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

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:

Address:

TENDER DOCUMENT

“Rate Contract of Blood Bank Chemical & Reagents for AIIMS, Bhubaneswar”**TECHNICAL CRITERIA****(In separate sealed Cover-I super scribed as “Technical Bid”)**

SI No	Criteria	Submitted (Yes/No)	Ref. page Number
1.	(To be Mentioned in the Letter head). 1. Name & Address of Tenderer with phone number, email-id 2. Specify whether a Company /Proprietorship / Partnership firm(Mention in Letter head) 3. Name of Proprietor /Partner/Managing Director/Director.		
2.	Name, Address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)		
3.	Name, Address, Phone & Fax No. of Service Centre/Branch at Bhubaneswar or nearby, If any.		
4	Details of the Earnest Money Deposit (EMD) Rs.1,00,000/- (Rupees One Lakh only)		
5	Valid Drug license. (Please attach copy), as applicable		
6	PAN No. (enclose the attested copy of PAN Card)		
7	Signed copy of GST Certificate showing clearly GST no. of the firm		
8	<i>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 / Organisation / reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil these criteria, your tender will be out rightly rejected.If you don't fulfil this criteria, Your tender will be out rightly rejected.</i>		
9.	Detailed & exact specification of the product available with the vendor should be Mentioned in the technical bid in Annexure-I only.		
10.	Please attach copy of last 3 years Income Tax Return		
11.	Attach balance sheet (<i>duly certified by Chartered Accountant</i>) for last three (3) years (Average annual minimum turnover should not be less than 50 lakhs) in each year		
12.	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. (A declaration to accept the All term & conditions		
13	Power of Attorney/authorization for signing the bid documents. (In all cases except proprietorship)		

14.	Submit a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that (i) no case is pending the police against the Proprietor/ partner or the Company (Agency). Indicate any convictions if any against the Company/firm/partner. (ii) proprietor/firm has never blacklisted by any organization		
15.	The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary support in support of their claim.		
16.	Whether the items quoted is as per specification, if not the statement of deviation (Parameter wise) from the tender technical specification must be enclosed. - (Annexure-II)		
17	Manufacturers' Authorisation form - (Chapter- IV)		
17.	Bank Details : 1. Beneficiary Name : 2. Bank Name : 3. Account No : 4. IFSC Code : 5. Branch Address :		
18.	Any other information, if necessary		

Note:

- Pagenumber/serialnumbermaybegiventoeachandeverypageofTenderDocumentsand photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "**Not Applicable**".
- Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be rejected.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.
- 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.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:

Address:

Specification of Chemical & Reagents

Annexure - I

Code NO	NAME OF REAGENT	COMPANY / BRAND/ Manufacturer
BB001	ABO\ D +Reverse BLOOD grouping card	Ortho Diagnostics/Biorad/Tulip
BB002	LISS/ Coombs card	Ortho Diagnostics/Biorad/Tulip
BB003	Nacl/Engyme lest card	Ortho Diagnostics/Biorad/Tulip
BB004	Anti IgG1/IgG3/IgG2/IgG4 DAT card	Ortho Diagnostics/Biorad/Tulip
BB005	Anti H card	Ortho Diagnostics/Biorad/Tulip
BB006	Rh subgroup/ + K card	Ortho Diagnostics/Biorad/Tulip
BB007	Rh subgroup/ +Cw + K card	Ortho Diagnostics/Biorad/Tulip
BB008	Anti K card	Ortho Diagnostics/Biorad/Tulip
BB009	Anti Kpa card	Ortho Diagnostics/Biorad/Tulip
BB010	Anti Kpa card	Ortho Diagnostics/Biorad/Tulip
BB011	Anti Jka card	Ortho Diagnostics/Biorad/Tulip
BB012	Anti Jkb card	Ortho Diagnostics/Biorad/Tulip
BB013	Anti Lea card	Ortho Diagnostics/Biorad/Tulip
BB014	Anti Leb card	Ortho Diagnostics/Biorad/Tulip
BB015	Anti Lua card	Ortho Diagnostics/Biorad/Tulip
BB016	Anti Lub card	Ortho Diagnostics/Biorad/Tulip
BB017	Anti M card	Ortho Diagnostics/Biorad/Tulip
BB018	Anti N card	Ortho Diagnostics/Biorad/Tulip
BB019	Anti S card	Ortho Diagnostics/Biorad/Tulip
BB020	Anti S card	Ortho Diagnostics/Biorad/Tulip
BB021	Anti Fya card	Ortho Diagnostics/Biorad/Tulip
BB022	Anti Fyb card	Ortho Diagnostics/Biorad/Tulip
BB023	check cell	Immucor/Ortho Diagnostics/Biorad
BB024	Panocell 16	Immucor/Ortho Diagnostics/Biorad
BB025	Panoscreen 3/4	Immucor/Ortho Diagnostics/Biorad
BB026	panocell 10 (Ficin treated)	Immucor/Ortho Diagnostics/Biorad
BB027	Weak D cells	Immucor/Ortho Diagnostics/Biorad
BB028	Gamma Elu Kit II	Immucor/Ortho Diagnostics/Biorad
BB029	Gamma EGA Kit	Immucor/Ortho Diagnostics/Biorad
BB030	Gamma Lectin System	Immucor/Ortho Diagnostics/Biorad
BB031	Gamma quin	Immucor/Ortho Diagnostics/Biorad
BB032	Freeze dried Papain	Immucor/Ortho Diagnostics/Biorad
BB033	R.E.St.	Immucor/Ortho Diagnostics/Biorad
BB034	W.A.R.M.	Immucor/Ortho Diagnostics/Biorad
BB035	Gamma Peg	Immucor/Ortho Diagnostics/Biorad
Other Reagents		Vol (ml)
BB036	Bovine Albumin	10
BB037	RH-HR-control	10
BB038	COOMB'S Control	10
BB039	Anti C	5
BB040	Anti c	5
BB041	Anti E	5
BB042	Anti e	5
BB043	Anti Cw Human	5
BB044	Anti K	2
BB045	Anti Fya	5

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BB046	Anti Fyb	5	Ortho Diagnostics/Biorad/Immucor
BB047	Anti S	5	Ortho Diagnostics/Biorad/Immucor
BB048	Anti s	5	Ortho Diagnostics/Biorad/Immucor
BB049	Anti Jka	5	Ortho Diagnostics/Biorad/Immucor
BB050	Anti Jkb	5	Ortho Diagnostics/Biorad/Immucor
BB051	Anti k	5	Ortho Diagnostics/Biorad/Immucor
BB052	3 cell screening panel	5	Ortho Diagnostics/Biorad/Immucor
BB053	11 cell panel	5	Ortho Diagnostics/Biorad/Immucor
BB054	Coombs sera	10	Ortho Diagnostics/Biorad/Immucor
BB055	LISS	500	Ortho Diagnostics/Biorad/Immucor
BB056	Anti D for weak D	5	Ortho Diagnostics/Biorad/Immucor
BB057	Papain	3	Ortho Diagnostics/Biorad/Immucor
BB058	Anti l	3	Ortho Diagnostics/Biorad/Immucor
BB059	Anti kpa	2	Ortho Diagnostics/Biorad/Immucor
BB060	Anti kpb	2	Ortho Diagnostics/Biorad/Immucor
BB061	Anti Lua	2	Ortho Diagnostics/Biorad/Immucor
BB062	Anti Lub	2	Ortho Diagnostics/Biorad/Immucor
BB063	Anti-Leb	2	Ortho Diagnostics/Biorad/Immucor
BB064	Anti-Lea	5	Ortho Diagnostics/Biorad/Immucor
BB065	Anti-Dia	5	Ortho Diagnostics/Biorad/Immucor
BB066	Anti Dib	5	Ortho Diagnostics/Biorad/Immucor
BB067	Anti-Mia	5	Ortho Diagnostics/Biorad/Immucor
BB068	Anti Mia	5	Ortho Diagnostics/Biorad/Immucor
BB069			
Reagents			COMPANY / BRAND/ Manufacturer
BB070	Glycin	0.1M	Himedia / Sigma-Aldrich
BB071	Phosphate Buffer Na2 HP 04 KH2PO4		Himedia / Sigma-Aldrich
BB072	HCL	1N, 12N	Himedia / Sigma-Aldrich
BB073	NaoH	1N	Himedia / Sigma-Aldrich
BB074	EDTA	10% w/v	Himedia / Sigma-Aldrich
BB075	DTT (Dithiothreitol)	0.2M, 0.01M	Himedia / Sigma-Aldrich
BB076	Phosphate Buffer Saline (PBS)	ph-7.3,8.2	Himedia / Sigma-Aldrich
BB077	FICIN	1% w/v	Himedia / Sigma-Aldrich
BB078	PEG	Mw-3350	Himedia / Sigma-Aldrich
BB079	PAPAIN Cystein activated	1% w/v	Himedia / Sigma-Aldrich
BB080	TRIS	1M	Himedia / Sigma-Aldrich
BB081	BROMELAIN	1% w/v	Himedia / Sigma-Aldrich
BB082	2 MERCAPTO ETHANOL	1M	Himedia / Sigma-Aldrich
BB083	CHLOROQUINE DIPHOSPHATE		Himedia / Sigma-Aldrich
BB084	NaCl		Himedia / Sigma-Aldrich
BB085	Ph Strip		Himedia / Sigma-Aldrich
BB086	MANESIUM CHLORIDE	0.63m	Himedia / Sigma-Aldrich
BB087	CALCIUM CHLORIDE	10 % W/V	Himedia / Sigma-Aldrich

Code No	NAME OF REAGENT	COMPANY / BRAND/Manufacturer
BB088	Anti A	Tulip / Biorad / Ortho
BB089	Anti-A1	Tulip / Biorad / Ortho
BB090	Anti-B	Tulip / Biorad / Ortho
BB091	Anti-D (IgM)	Tulip / Biorad / Ortho
BB092	Anti-D (IgM+IgG)	Tulip / Biorad / Ortho
BB093	Anti-AB	Tulip / Biorad / Ortho
BB094	Anti-H	Tulip / Biorad / Ortho
BB095	Bovine Albumin	Tulip / Biorad / Ortho
BB096	AHG Coombs Sera	Tulip / Biorad / Ortho
BB097	Matrix AHG Coombs test card	Tulip / Biorad / Ortho
BB098	Matrix Diluent-2 (LISS)	Tulip / Biorad / Ortho
BB099	Anti C	Tulip / Biorad / Ortho
BB100	Anti c	Tulip / Biorad / Ortho
BB101	Anti E	Tulip / Biorad / Ortho
BB102	Anti e	Tulip / Biorad / Ortho
BB103	ABO Card	Tulip / Biorad / Ortho
BB104	Elisa for HBsAg	Tulip / ERBA / J Mitra
BB105	Elisa for HCV	Tulip / ERBA / J Mitra
BB106	Elisa for HIV (4 th Gen)	Tulip / ERBA / J Mitra
BB107	Elisa for Malaria	Tulip / ERBA / J Mitra
BB108	Elisa for Syphilis	Tulip / ERBA/ J Mitra
BB109	Rapid for HBsAG	Tulip / ERBA
BB110	Rapid HCV	Tulip / ERBA
BB111	Rapid for HIV	Tulip / ERBA
BB112	Dual Ag for Malaria	Tulip / ERBA
BB113	R.P.R. Test Kit for Syphilis	J Mitra/ERBA/BEACON/TULIP

Note : Any other reputed Brands/ Manufacturers may participate in the tender. The Chemicals & Reagents to be procured shall be used in the Blood Bank of AIIMS, BBSR.

Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the tender Specifications.

Specification	Deviations	Remarks (including Justification)

Place :

Date :

Signature and seal of the
Manufacturer/Bidder

Note :

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “ No deviations”

Annexure– III

Performance Statement Form

(For a period of least 3 years)

Name of the Firm

Sl No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order (Equipment)	Has the items have been installed & Commissioned satisfactorily (Yes/No)

Signature and seal of the manufacturer / Bidder

Place :

Date :

Note : Documents to be attached.

Annexure– IV
Manufacturers' Authorisation Form

The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date : ***Insert date (as day, month and year)*** of Bid Submission

Tender No. : ***(Insert number from Invitation for Bids.)***

To. : insert Complete name and address of Purchaser

WHEREAS

We (**Insert Complete name of Manufacturer**), Who are official Manufacturers in (***Insert type of goods manufactured***), having factories at (***insert full address of Manufacturer's Factories***), do hereby authorised (**Insert Complete name of Bidder**) to Submit a bid the purpose of which is to provide the following Goods, manufactured by us (**insert name and or brief description of the Goods**), and to subsequently negotiate and sign the contract.

Signed : (**insert signature of authorised representative of the manufacturer**)

Name : (**insert complete name of authorised representative of the manufacturer**)

Duly authorised to sign this authorisation of behalf of: (**insert complete name of Bidder**)

Date on _____ day of _____, _____
(**insert date of signing**)

Annexure– V

Draft Agreement

This agreement is made at Bhubaneswar on the _____ day _____ of two Thousand Seventeen 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 Side of ----- (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 Chemical & Reagents Items for AIIMS Bhubaneswar as per the terms and conditions stated below:-

1. The selected Agency/Firm services would be required to supply the Chemical & Reagents 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.
2. 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.
3. If the selected Agency/Firm fails to deliver the Chemical & Reagents 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 Chemical & Reagents items, shall be deducted from the firm's pending bills or Performance Security, as the case may be.
4. 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.
5. 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.
6. 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 Chemical & Reagents items on the basis of procurement/ supply order, the contract shall stand cancelled & the performance security shall stand forfeited.
7. 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 Chemical & Reagents.
8. 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.

9. The rate submitted by the Agency/Firm should not be higher than the rates at which the Blood Bank Chemical & Reagents items are being supplied by it to other Govt. Institutes/Ministries/Departments. If subsequently it is found that the firm has supplied Chemical & Reagents & 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.
10. Any complementary scheme offered by the manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.
11. 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 3 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.
12. 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.
13. **The Chemical & Reagents** to be supplied by is mentioned in the Agreement (Annexure-I) with price per unit.

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 _____ Nam e on behalf of the "Director, AIIMS Bhubaneswar" in presence of Witness: _____ Name: _____ Address: _____ _____
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Financial Bid

Rate Contract of Blood Bank Chemical & Reagents for AIIMS, Bhubaneswar
(In separate sealed Cover-II super scribed as “Financial Bid”)

Our quoted rate for supplying the **Blood Bank Chemical & Reagents** for AIIMS, Bhubaneswar will be as follows: -

SI No	Code No	Item Name	Size/strength/specification	Brand Name	Make (Manufacturer)	Packing Unit	Basic Unit Price	GST	Total Unit Price (including GST)
	BB001								
	BB002								
	BB003								
	BB004								
	BB005								

Special terms and conditions:

1. Vendor/Firm/Company has to quote the rates as per financial offer, no other format will accepted.
2. **If any packing unit may be the pieces higher or lesser than the specified in the specification, then the vendor/firm/company should have to be quoted as per actual specified in the financial offer for the rates comparison otherwise the offer of the firm will not be accepted.**
3. L1 bidder will be decided by **item wise** separately.

4. Vendor/Firm/Company has to submit **the demo of all items** to be participated (whenever require).
5. **Committee may reject the bidder if demo items are not submitted or it is substandard.**
6. Required quantity may be increase or decrease as per need.
7. Successful bidder has to supply the mentioned items of the Purchase Order within **Two week** of the receipt of Purchase Order. Otherwise **Point no. 33 OF Conditions of Contract** will be imposed.
8. The item shown in **the demonstration shall remain in the custody of the purchaser.** Successful bidder has to supply same make & quality item after getting the Purchase Order.
9. Noncompliance of the above may be result in to rejection in supplied item & may liable for further consequence.
10. Vendor/Firm/Company, who is not able to do so, should not participate in tender.
11. If noncompliance events are observed three times then successful bidder will be debarred.

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 terms & conditions of the contract, rules regarding purchase of 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 Tenderer with seal)

Date:.....

Name:

Address: