

(2nd Call)

NOTICE INVITING TENDER

For

“ Rate Contract of 3 Year for Consumable of Quality Controls for Advia Centaur XP Machine of Siemens for Biochemistry Department ”

At

All India Institute of Medical Sciences, Raipur(C.G.)

S.No.	Description	Start Date & Time
01	NIT No.	AIIMS-RPR/Store/Tender/RC/Quality Control/BIOCHEM/02/2016
02	NIT Issue Date	25-06-2016
03	Last Date of Submission	15-07-2016 at 03:00 PM
04	Opening of Tender Bids	15-07-2016 at 03:30 PM Venue:- Store Office, Medical College Building, 2 nd floor, AIIMS, Tatibandh, Raipur-492099
05	Tender Documents Cost	₹ 1,140/- (Inclusive of VAT)
06	EMD Amount	₹ 24,000/- (Twenty Four Thousand Only)



आरोग्यम् सुखं सम्पदा

All India Institute of Medical Sciences, Raipur
G.E. Road, Tatibandh, Raipur – 492099, Chhattisgarh
Tele: 0771- 2971307, email: store@aiimsraipur.edu.in
Website: www.aiimsraipur.edu.in

Chapter I- Instruction to bidders

Notice Inviting Tender

For

“Rate Contract of 3 Year for Consumable of Quality Controls for Advia Centaur XP Machine of Siemens for Biochemistry Department”

Sealed Tender is called from bidder, for supply of the following item (s) on behalf of Director, AIIMS, Raipur. You are requested to quote your valuable offer along with the complete details of specifications, terms & conditions.

1. Interested parties may send their tender in sealed cover addressed to the Store Officer, AIIMS, Raipur, Tatibandh, GE Road, Raipur (C.G.) superscripted with tender number and complete in all respects latest by **15-07-2016** up to 3:00 pm. The Quotations will be opened on the same day at 03.30 PM in the Store Section, Medical College Building, 2nd floor, AIIMS,Raipur (C.G.). The tenders received after the scheduled date and time will be rejected out rightly.
2. The tender is in **Two Bid** system i.e. technical Bid & Financial Bid. The technical bid will be opened on the designated date by the Purchase Committee. The finalcial bid containing the rate of various item (s) will be opened on a suitable date, to be intimated later by the Purchase Committee in respect of whose who qualify the terms and conditions of the technical bid.
3. The bidder should submit he technical bid and the financial bid in sealed covers super scribed “**Technical bid for Rate Contract of 3 Year for Consumable of Quality Controls for Advia Centaur XP Machine of Siemens for Biochemistry Dept. “Financial Bid for Rate Contract of 3 Year for Consumable of Quality Controls for Advia Centaur XP Machine of Siemen for Biochemistry Department”**”. Both Sealed Envelopes should be kept in a main/bigger envelope super scribed as “**Tender for Rate Contract of 3 Year for Consumable of Quality Controls for Advia Centaur XP Machine of Siemens for Biochemistry Department”**”. The Technical bil will be analyzed and ‘Financial Bid’of only those firms who are found eligible in Tehcnical Bid’will be opened in due course and the eligible firms would be intimated there of accordingly.
4. Tender documents may be downloaded form this institute official website <http://www.aiimsraipur.edu.in> or www.tenders.gov.in and the tenderer shall deposit a separate Demand Draft/Pay order in favour of “All India Institure of Medical Sciences, Raipur” worth **₹ 1140/-** (Included of VAT) along with tender Document (Technical Bid). The amount of bid security (EMD) for Rate Contract of 3 Year for Quality Control for Advia Centaur XP of Siemens Based for Biochemistry Department of **₹ 24,000/- (Rupees Twenty Four Thousand Only)** of tender documents should be paid by FDR/DD/BG in favour of “AIIMS, Raipur” payable at Raipur. The tenders submitted without tender cost or without EMD shall be liable to be rejected summarily. The cost of the bid documents is non-refundable.
5. Rate contract is initially for One years and shall be extended for another Two year depending on the satisfactory perfomance.

Chapter-II- Conditions of Contract

General Terms and Conditions

Sub: - Notice Inviting Tender for Rate Contract of 3 Year for Consumable of Quality Controls for Advia Centaur XP Machine of Siemens for Biochemistry Department” AIIMS, Raipur (C.G.)

1. Earnest Money:

Earnest money by means of a Bank Demand Draft/ Pay Order / FD / BG may be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The DD/Pay Order/FD/BG may be prepared in the favour of "All India Institute of Medical Sciences, Raipur" and Payable at "Raipur" only.

- a) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
- i) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions within bid validity period. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- ii) Tenders without Earnest Money or appropriate Tender cost will be summarily rejected.
- iii) If the tenderer fails to deposit performance security deposit then EMD amount will be forfeited.
- iv) No claim shall lie against the AIIMS, Raipur in respect of erosion in the value or interest on the amount of EMD.
- v) If MSE firm is registered with NSIC for tendered item, then the exemption for submission of EMD amount. Documentary evidence should be submitted with offer otherwise bid will be summarily rejected.
- vi) The refund / return of earnest money to the unsuccessful tenderers become due as soon as the tenders are decided & efforts will be made to return the same to unsuccessful bidder within 30 days from the date of decision of tender.
- vii) EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of offer, he shall also extend the validity of EMD suitably.
- viii) Neither the standing deposit, if any lodged with this AIIMS, Raipur or will any other deposit against any other tender be accepted as earnest money for the purpose of this tender.

2. Tender Cost:

Tenders are being provided Free of Cost to NSIC Registered for tendered item.

- A. MSE's who are interested in availing these benefits will have to enclosed with their offer the proof of their being MSE'S registered with any of the agencies as per above list.

- B. Tender document may be downloaded from this Institute's official website <http://www.aiimsraipur.edu.in>, www.tenders.gov.in and the tenderer shall deposit a separate any schedule Bank DD/Pay order in favour of 'All India Institute of Medical Sciences, Raipur' worth ₹ 1140/- (Inclusive of VAT) along with tender Document (Technical Bid) & EMD of requisite amount. The tenders submitted without proper tender cost or without EMD shall be liable to be rejected summarily. The cost of the bid document is non-refundable.
- C. If firm fails to submit the tender document cost with offer then offer will be summarily rejected.

3. Preparation and Submission of Tender:

The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "**Technical bid Rate Contract of 3 Year for Consumable of Quality Controls for Advia Centaur XP Machine of Siemens for Biochemistry Department**" "Tender" and "Financial Bid for "**Technical bid Rate Contract of 3 Year for Consumable of Quality Controls for Advia Centaur XP Machine of Siemens for Biochemistry Department**"Tender". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "Tender Rate Contract for "**Technical bid Rate Contract of 3 Year for Consumable of Quality Controls for Advia Centaur XP Machine of Siemens for Biochemistry Department.**"

3.3 Signing of Tender:

All the duly filled/completed pages of the tender should be given serial /page number on each page and seal & 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.

Note:-

- i. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii. In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
- iii. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Raipur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- iv. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

4. Opening of Tender

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

5. Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

6. Scrutiny of Tenders

- 6.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 6.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 6.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry document. The tenders, which do not meet the basic requirements, are liable to be treated as nonresponsive and will be rejected.
- 6.4 The following are some of the important aspects, for which a tender shall be declared nonresponsive during the evaluation and will be ignored;
- i. Tender document is unsigned and without seal.
 - ii. Tender validity is shorter than the required Validity of the bids.
 - iii. Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.
 - iv. Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form.
 - v. Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law i.e. Arbitration Clause.
 - vi. Poor/ unsatisfactory past performance.
 - vii. Tenderers who stand deregistered/banned/blacklisted/Suspension by any Govt. Authorities/PSU or reputed private organisation.
 - viii. Tenderer has not agreed for the delivery terms and delivery schedule.

6.5 Minor Irregularity/Non-Conformity

During evaluation, if any minor irregularity and/or non-conformity are found in a tender, the tender inviting authority would convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored or rejected.

6.6 Discrepancies in Prices

6.6.1- If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

6.6.2- If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;

6.6.3- If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 6.2.6.3 and 6.2.6.2 above.

6.6.4- If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

6.6.5- Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

6.6.6- Qualification Criteria

Tenders of the tenderer, who do not meet the required Qualification Criteria prescribed tender schedule, will be treated as non - responsive and will not be considered further,.

7. Right of acceptance:

AIIMS, Raipur reserve the right to accept or reject any or all bids without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender.

AIIMS, Raipur also reserves the rights to accept all the consumable in the given tender or only part of it in any given schedule without assigning any reason. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

8. Communication of Acceptance / Right of Acceptance:

AIIMS/Raipur, reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender.

The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

9. Performance Security:

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of contract amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "AIIMS, Raipur "and payable at "Raipur" **within 15 days from the date of issue of LOA.**

In case of firm has failed to submit security deposit within above time period, risk purchase will be initiated at risk and cost of defaulter firm and EMD will be forfeited.

The security deposit can be forfeited in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance during the currency of contract.

Performance Security shall be submitted in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt issued by any Scheduled Bank. Performance Security will be valid up to 60 days after completion of contractual obligations under the contract in case of Bank Guarantee or Fixed Deposit Receipt.

10. Delivery Date:

Material should be supplied within **3 weeks** from the date of issue of Purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter and Liquidated Damages will be imposed as per clause-12.

11. Inspecting, Testing and Quality control

- i. The purchaser or its nominal representative will inspect & 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's Inspector reserves the right to may draw samples through random sampling method after receiving the 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, Raipur 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 Suppler to replace the rejected goods forthwith but in any event not later than a period of 21 days from the date of issue of rejection memo, the Supplier shall bear all cost of such replacement, including freight, test charges on such replacing and replaced goods but without being entitled to any extra payment on that or any other account and security deposit will be forfeited. If firm fails to remove the material within above said period then, Ground rent will be imposed @₹ 48/feet .
- b. 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.
- c. 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 specification owing to the adoption of any unsatisfactory method of manufacture.
 - To reject any goods submitted as not being accordance with specification.
 - To reject the whole of the installment 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.

12. Liquidated Damages

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 prescribed period for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% of contract delayed item value per week subject to maximum @ 10% of contract value of the delayed quantity under the contract.

The competent authority of the institute may also cancel the supply order. In such a case, bid security of the supplier shall stand forfeited.

13. FORCE MAJEURE CLAUSE:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events).

If force majeure situation arises, supplier shall promptly notify the purchaser in writing of such conditions and cause thereof within twenty one days of occurrence of such event with reasonable evidence. Unless otherwise directed by purchaser in writing, the supplier shall continue to perform its obligation under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

14. Insolvency etc.:

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

15. Breach of Terms and Conditions:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the contract without assigning any reason thereof and nothing will be payable by AIIMS, Raipur. In that event the Performance Security Deposit shall also stand forfeited.

16. 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 having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

17. Award Criteria: *Rate contract is initially for One years and shall be extended for another Two year depending on the satisfactory performance.*

18. Right to call upon information regarding status of supply:

The AIIMS, Raipur will have the right to call upon information regarding status of supply position of items at any point of time.

19. Terms of payment:

1. The payment would be made for actual supply taken and no claim in this regard should be entertained. 100% payment will be made after receipt and acceptance of goods.
2. No payment shall be made for rejected Stores.

For payment supplier should submitted following documents.

- a) *Two copy of Invoice.*
- b) *Packing list/delivery challan.*
- c) *Any other documents, if required.*

20. Legal Jurisdiction:

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

21. Arbitration

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, AIIMS, Raipur and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) in the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding any reference to arbitration herein,(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.

22. Price Variation Clause

Any decision for revision of rates may be take by Director, AIIMS Raipur recommended by a committee headed by HoD Biochemistry this revision may occur after lapse one year of continuous satisfactory service by the vendor subject to limit of 10% only. The vendor will apply for such revision with supporting documents.

23. Fall Clause

1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical description to any other State Government / DGS & D/ Public Undertaking during the period of the contract.
2. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing Authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
3. If at any time during the period of contract, the supplier quotes the sale price of such Equipments or sells such Equipments to any other State Govt. / DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the Equipments supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation however reduction shall not apply to :-
 - (a) Export by the supplier
 - (b) For all contracts entered into prior to the date of the tender or for any backlog of pending orders.

Within six months of the commencement of the rate contract and at the rate contract period a certificate in the following forms will have to be submitted by the supplier :-

“I/We certify that the stores of description identical to the store supplied to the AIIMS Raipur, under the contract herein have not been sold by me/us to any other State Govt. / Central Govt. / DGS & D / Public Undertaking/ Autonomous Body under government during the period of the rate contract of AIIMS Raipur under the contract / except for the quantity of under sub-clause (a) & (b) of the clause 20.”

OTHER TERMS & CONDITIONS OF THE TENDER:

1. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at FOR AIIMS Raipur.
2. 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.
3. The offer should be computerized print only. Offers in pencil/Pen will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.

**Store Officer
AIIMS, Raipur (C.G.)**

Chapter III - Specifications and allied Technical Details

Parameters and Technical Specifications for Executing the Work:

1. The firm should be registered and should have the turnover of at least **50%** of contract value or amount in Indian Rupees **₹ 4, 00,000.00** of business in India the last three consecutive financial years.
 2. The firm has to submit Balance Sheet & Profit & Loss A/c as a proof of turnover duly attested by C.A. documentary materials.
 3. Tenderer must provide evidence of having supplied to at least 3 reputed government / reputed private organizations in India including at least one government institution & at least **1/3** contract value or amount in Indian Rupees **₹ 2,70,000.00** in the last three years.
(Copy of performance/Satisfactory completion report of contract with value should be enclosed with bid documents)
 4. The supplier shall submit a notarized affidavit on Indian Non Judicial Stamp Paper of **₹ 10/-** that you have not quoted the price higher than previously supplied to any government Institute/Organization/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.
 5. The supplier shall submit a notarised affidavit on Indian Non judicial stamp paper of **₹ 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.
 6. **AIIMS, Raipur also reserves the rights to accept all the items in the given tender or only part of it in any given schedule without assigning any reason.**
 7. **The comparison of prices will be made item wise.**
 8. The delivery of the items will have to be made at AIIMS, Raipur. No transportation and cartridge charges will be provided for the same.
 9. The rate quoted should be computerized print only against each quoted item.
- 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

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Tatibandh, GE Road,Raipur-492 099 (CG)

LETTER OF GUARANTEE

WHEREAS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No..... Dt..... for purchase of AND WHEREAS the said tender document requires the supplier / firm (seller) whose tender is accepted for the supply of instrument / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs..... [10% (ten percent) of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to in tender document / purchase order/ performance of the instrument / machinery, etc. this Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur Rs (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm (Seller) and/ or All India Institute of Medical Sciences (AIIMS) Raipur (Buyer).

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed ₹. (Indian Rupees only).
- b. This Bank Guarantee shall be valid up to(date) and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before..... (Date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at..... (Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....
Complete Postal Address:

Form A

PARTICULARS TO BE FILLED BY THE BIDDER

1. Name of the Supplier : _____

2. Complete Address of the Supplier : _____

3. Availability for demonstration of instruments at AIIMS Raipur. Yes/No [Please ✓]

4. Cost of the Tender enclosed: Yes/No [Please ✓] If yes,

a.) Name of the Bank : _____

b.) Amount in (₹.) : _____

c.) Demand Draft No. : _____

5. Earnest Money Deposit enclosed: Yes / No [Please ✓] if Yes,

a.) Name of the Bank : _____

b.) Amount in (₹.) : _____

c.) Demand Draft No. : _____

d.) Last Validity date of the enclosed DD: _____

6. Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry.

[NOTE: Any changes after submission of Tender documents kindly update AIIMS Raipur]

a.) Full Name : _____

b.) Complete Postal Address: _____

c.) Telephone No. : _____

d.) Fax No. : _____

e.) Mobile No. : _____

f.) E-mail : _____

g.) Website Address : _____

Note: - Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India.

Form-B**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

1	Name of the Bidder	
2	Permanent Account No (PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
k) Account No.		
4	Email id of the Bidder	

Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING

(Tenderer may use separate sheet wherever required)

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

Sr.No.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number
1.	Name & Address of Tenderer with phone number, email, name and telephone/mobile	Mention in Letter head		
2.	Specify your firm / company is a manufactures / authorised dealer / distributor / Agency	Mention in Letter head		
3.	Name, Address & designation of the authorized person (Sole proprietor / partner / Director)	Mention in Letter head		
4.	Power of Attorney / authorization for signing the bid documents	Mention in Letter head		
5.	Tenderers, if not OEM, must submit OEM's authorization certificate that the tenderer is authorized for selling and maintaining the equipment quoted for.	OEM's authorization letter		
6.	Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least 1/3 value of contract amount i.e. ₹ 2,70,000/- in the last three years.	<ul style="list-style-type: none"> • Copy of the all the Supply orders. • Satisfaction certificates (along with contact details) from at least three institutions. 		
7.	The Average annual turnover of the bidder in the last three financial years should not be less than 50% of the contract amount i.e. ₹ 4, 00,000/-	Copies of authenticated balance sheet for the past three financial years		
8.	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.	Undertaking authorization letter		
9.	Permanent Account Number	Copy of the PAN Card		

Sr.No.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number
10.	Please attach copy of last three years of Income Tax Return			
11.	VAT Certificate	Copy of Certificate		
12.	VAT Clearance Certificate	Copy of Certificate		
13.	Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped	Please sign each page of terms & conditions as token of acceptance and submit as part of tender document with technical bid.		
14.	Please submit a notarised affidavit on Letter Head 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.			
15.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of ₹ 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.			
16.	Duly filled Form – A & Form –B			
17.	Details of Bid Security(EMD) of ₹ 24,000/-	FDR/DD/BG No: Date: Payable at:		
18.	Detail of cost of Tender for ₹ 1140/- (downloaded from website)	DD/Pay Order No. Date: Payable at-		

Note:

- i. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- ii. In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Declaration by the Tenderer:

- 1) That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
- 2) That I/We shall supply the items of requisite quality.
- 3) That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:

Address :

Chapter - V

FINANCIAL BID

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

Ref. No. & Date : -
 Tender No. : - AIIMS-RPR/Store/Tender/RC/Quality_Control/BIOCHEM/02/2016
 Due Date : - 15-07-2016

.....
 Description of item / Equipments: -

S.N.	Description	Qty in Pack Size	Unit Price in INR	Applicable Tax/Vat if any	Total Unit price (inclusive of all Taxes)
01	Immuno Assay Control, Premium Pluse, Tri Level (Randox/Bio Rad/ Equivalent Brand)	20 Packs (4 x 3x 5 ml)			

Required specifications for all

1. All reagents should be concentrated reagents in order to accommodate more number of tests on board at a time and to save technicians time to refill.
2. All reagents must have barcoded bottles to load directly on **Quality Controls for Advia Centaur XP Machine for Siemens Based** to ensure proper inventory management.
3. Expiry Date of above consumable should be more than one years.

Special terms and conditions:

1. L-1 bidder will be decided by **Item wise** separately.
2. Required quantity mentioned as on table, may be increase or decrease as per our requirement.
3. The Director AIIMS, Raipur reserved the right to terminate this contract by giving 30 days' notice to the tenderer.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Address :

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To

The Store Officer,
All India Institute of Medical Sciences
Raipur (C.G.) - 492010

Dear Sir,

TENDER: _____

We, _____ who are established and reputable manufacturers of _____, having factories at _____, and _____, hereby authorize Messrs. _____ (name and address of agents) to bid, negotiate and conclude the contract with you against Tender No. _____ 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