

Rate Contract

For

**Supply of Chemicals, Reagents, Glassware, Plasticware,
Vacuum Tubes, Filter Paper & other Laboratory Consumables**

at

**All India Institute of Medical Sciences (AIIMS),
Jodhpur**

NIT No.	: Admin/RC/08/2019-AIIMS.JDH
NIT Issue Date	: 30 th December, 2019
Last Date of Submission	: 28 st February, 2020 up to 03:00 PM
Pre-Bid Meeting	: Held on 10 th January, 2020
Revised Last Date of Submission	: 20 th March, 2020 up to 03:00 PM

Tender documents may be downloaded from institute's web site www.aiimsjodhpur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342 005, Rajasthan

Phone: 0291-2012984, Email: aoadmin@aiimsjodhpur.edu.in

Website: <http://www.aiimsjodhpur.edu.in>

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites Online bids in two bid system for Rate Contract for Supply of Chemicals, Regents, Glassware, Plastic ware, Vacuum Tubes, Filter Paper & Other Laboratory Consumables at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Chapter I- Instruction to bidders

1. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
2. The complete bidding process is online. Bidders should be in possession of a valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding, the DSC needs to be registered on the website mentioned above. For any assistance for the e-bidding process, if required, the bidder may contact the helpdesk at 0291-2740741.
3. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
5. **EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 4,00,000/- (Rupees Four Lakh Only)** by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of "All India Institute of Medical Sciences, Jodhpur". The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee / Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. **The demand drafts or Bank Guarantee for EMD must be delivered to AIIMS, Jodhpur on or before the last date / time of Bid Submission.**

 - a) No request for transfer / adjustment of any previous deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous supplies will be entertained.
 - b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - c) The Tenders without Earnest Money will be summarily rejected.
 - d) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provided along with technical bid) only on submission of necessary certifications of registration.
 - e) No Claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

- f) The EMD, in case of successful bidders shall be returned after submission of performance security and in case of unsuccessful Bidders shall be retained by the Purchaser, upto a maximum period of 6 months from the date of opening of the Bids or till the finalization of the tender, whichever is later. The bid security shall be refunded to the unsuccessful tenderers on written request. No interest will be payable by the AIIMS authorities on the EMD.

7. The Hard Copy of original document in respect of earnest money deposit etc. must be delivered to the AIIMS, Jodhpur on or before last date/time of Bid Submission as mentioned above. The bid without tender fee and EMD will be summarily rejected.

8. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram / Fax /Email shall not be considered. No correspondence will be entertained in this matter.

9. Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:

- i) Signed and scanned copy of appropriate value of valid registration certificate (if any), experience certificate as per the tender notice, PAN, VAT registration certificate and Tender Acceptance Letter.
- ii) Signed and Scanned copy of documents like Tender Cost (Tender Fees/ Earnest Money Deposit)
- iii) Duly Filled, Signed and Scanned copy of Technical Information and Undertaking as per Chapter IV.
- iv) Duly Filled, Signed and Scanned Copy of Technical Bid as per Chapter VI.
- v) Soft copy of price list from the principle for the year 2020-21 must accompany the tender.

Chapter-II- Conditions of Contract

General Terms and Conditions

Subject: - **Notice inviting bids for rate contract for supply of Chemicals, Reagents, Glassware, Plasticware, Vacuum Tubes, Filter Paper and other Laboratory Consumables for All India Institute of Medical Sciences, Jodhpur for the period of two years.**

1. Parties:

The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and the AIIMS through Administrative Officer, All India Institute of Medical Sciences, Jodhpur for and on behalf of the Director, AIIMS, Jodhpur.

2. Proposal for rate contract may be submitted in the prescribed format and all columns may be filled up. Incomplete proposals and tenders received after due date shall not be entertained. The Institute shall not be responsible for any postal delay and delay in receipt of the offer. Any bids received by the Institute which does not fulfill the desired terms and conditions shall be rejected outrightly and no communication in this regard shall be sent. Delayed / Late Bids will not be accepted, at any circumstances.

3. Quotations qualified by such vague and indefinite expression such as "Subject to prior confirmation", "Subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.

4. The Manufacturers (OEMs) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal, the bills raised by them against our purchase order will be accepted.

5. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.

6. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Jodhpur (<http://www.aiimsjodhpur.edu.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

7. Printed & bound price list for 2020-21 (Both hard copy and soft copy) duly signed & certified by authorized signatory must accompany the tender. Photocopy of the price list and price list in spiral binding will not be accepted. The price list which is in CD may be downloaded and a copy may be supplied to this office duly signed and sealed by authorized signatory. In case price list is under process of printing, the bidder must submit an undertaking for the same.

8. The bidders are required to mention GST rate applicable on each category otherwise rates will be treated as inclusive of all taxes.

9. **An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.**
10. Trade discount along with certificate certifying that higher discount is not given to any other Department/Organization/Institution than offered should be enclosed with Financial Bid.
11. The prices / rates quoted should be indicated in words as well as in figures. In case of any discrepancy, lower amount / rates shall be considered as valid.
12. The percentage of discount quoted by each firm in tenders be given both in words and figures. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders.
13. In case the price list for the previous year 2019-20 is still valid for the entire period of rate contract for the year 2020-21 or till contract period a certificate to this effect may please be furnished duly signed by the authorized signatory.
14. A Certificate to be given by the tenderer that the price list supplied is the only one in circulation.
15. Where contract (RC) for supply of goods, etc. imported (Subject to custom duty and foreign exchange variations) and/or locally manufactured (Subject to excise duty and other duties & taxes), the percentage of price should be specifically stated along with the selling rates of foreign exchange element taken into account in the calculation of the price list of the imported items.
16. In case of supply of goods made through valid authorized dealer, their name & mail address may be declared / indicated in the tender.
17. Authorization certificate in respect of foreign firms duly self-attested and showing validity period may be submitted.
18. Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.
19. **Purchase Preference for Evaluation**

The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.
20. **Purchase Preference to Local Suppliers**

In pursuance of Government of India Order No. 31026/36/2016-MD, dated 18/05/2018 and any other order issued time to time, purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.

- (a) In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
- (b) In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:
- I) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - II) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In procurements of goods not covered by subparagraph (a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

10. **Minimum local content:** The minimum local content shall ordinarily be as per Government of India Order No. 31026/36/2016-MD, dated: 18/05/2018 and any other order issued time to time till the Nodal Ministry prescribes a higher or lower percentage.

11. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 shall submit an undertaking within 7 days of

opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.

12. The bidders are required to submit the following annexure in compliance of public procument (Preference to Make in India) order, 2017: i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) **Annexure IV**.

21. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- (a) Valid registration certificate of the firm of the Govt. / State Govt.
- (b) Duly filled format of Technical Bid (List of Quoted Items) as per Chapter – VI.
- (c) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- (d) Price list of the items from the Principal.
- (e) Tender Acceptance Form.
- (f) Manufacturer Authorization Certificate from the principal must be attached by Local Authorized Dealer.
- (g) PAN number with document
- (h) GST registration certificate
- (i) The bidder shall be a Manufacturer / Distributers / Suppliers / Agents.
- (j) **Financial Status:** - The average annual turnover from similar jobs, of the firm should not be less than Rs. 1 **crore** in the **last three consecutive years**. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be enclosed.
- (k) The technical bid should be accompanied by Demand draft of **Rs. 4,00,000/- (Rupees Four Lakh only) for EMD**.
- (l) Copy of Income Tax Return Acknowledgement for last Three years.
- (m) Copy of PAN Card / Service Tax Registration.
- (n) Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
- (o) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (p) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.

(q) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

Note: A bid, which does not fulfil any of the above requirements and/or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

Financial Bid: The financial bid shall contain:

(a) Price Bid Form [As per Chapter - VII] – Price must be quoted as per format specified, failing which tender shall be summarily rejected.

22. Signing of Tender:

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.

23. 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, Jodhpur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

24. 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.**

25. Right of acceptance:

The AIIMS, Jodhpur reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

26. Delivery:

Delivery of goods shall be made by the supplier within 30 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods within 1 weeks of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 24 hours.

27. Liquidated Damages

Supply of material will have to be completed within 30 days or period mentioned in the purchased order. The liquidated damages charges @ 0.5% per week of the value of that part of the goods that, as a consequence of the delay, shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

28. Risk Purchase

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our NIT, AIIMS Jodhpur reserves the right procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

29. The Payment clause:

The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s).

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the AIIMS Jodhpur, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.

30. Performance Security:

Earnest Money Deposit of successful will be adjusted towards Performance Security Deposit which shall be kept for a period of 60 days beyond completion of all the contractual obligations. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations under the contract.

31. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

32. 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 work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the security deposit shall also stands forfeited.

33. 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, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

34. Arbitration:

If any conflict or difference arises concerning this agreement, its interpretation on payment to the made there-under, 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 Arbitral Tribunal containing Sole Arbitrator to be appointed by the Director, AIIMS Jodhpur. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

35. Legal Jurisdiction:

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

36. Periodicity/ Duration of Tender:

Periodicity / Duration of Tender will be for two years from date of finalization.

Chapter - III

Other terms & conditions of the Contract

1. The successful firm will be required to do the work / job for two years from the date of award the contract. AIIMS, Jodhpur shall, however, reserve the right to terminate the contract at any time without assigning any reason.
2. The items will have to be supplied at AIIMS, Jodhpur. No transportation/ cartage charges will be provided for the same.
3. The firm may supply the required items as per unit price mentioned in the price list.
4. The articles should be securely packed to avoid damages etc. in transit.
5. All India Institute of Medical Sciences (AIIMS), Jodhpur shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.
6. In case a proposal is accepted the supplier / principal will have to sign an agreement deed with us on a non-judicial stamp of appropriate value while entering into rate contract.
7. The firm should have availability of a responsible person on call on all working days between 09:00 Hrs to 18.00 Hrs.
8. The material shall be delivered at the AIIMS, Jodhpur with remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.
9. Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Jodhpur.
10. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Jodhpur.
11. In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Purchase Committee reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.

12. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
13. **Discount:** The Discount which will be offered by the manufacturer/authorized distributors on the manufacturer's price list for the year 2020-21 may be mentioned. Firms must offer a flat discount rate on all items instead of separate discount on different items like culture media, chemicals etc.
14. **GST:** The rate of GST should be mentioned clearly.
15. **Authorization Letter:** Authorization letter from the manufacturer for the contract period should be submitted along-with quotation, failing which quotation will not be considered.
16. The AIIMS, Jodhpur 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.
17. **Disclaimer:**
The near relatives of employees of AIIMS, Jodhpur are prohibited from participation in this tender. The near relative for this purpose are defined as:
- (a) Members of a Hindu undivided Family.
 - (b) Their spouses
 - (c) The one related to the other in the manner as father, son(s), Son's wife (daughter-in-law), daughter(s) and daughter's husband (sons-in-law) brother (s) and brother's wife, sister(s) and sister's husband, brother(s)-in-law.

Special Conditions:

- (a) Freight, insurance charges, if any will be borne by the supplier, Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.
- (b) GST and other Govt. levies will be paid extra as applicable by the supplier.
- (c) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.
- (d) Payment of the bill will be made preferably after receipt of the goods in satisfactory condition.
- (e) No revision in rate (on higher side) will be accepted during contract period.
- (f) Order will be placed as per requirement, irrespective of value of the order.
- (g) Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.
- (h) Supply should be made from the latest batch of production with maximum life period & original packing.
- (i) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (j) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.

Inspection:

- (a) AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the AIIMS, Jodhpur.
- (b) AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
- (c) The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- (d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

Administrative Officer

Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Firm / Bidder	Page No.	Remarks
1.	Name & Address of the Manufacturer / Authorized Distributor		
2.	Whether the Firm is located in Jodhpur (Rajasthan). (Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
6.	Copy of Registration of firm		
7.	Copy of GST Registration		
8.	Copy of PAN/TAN Card		
9.	Authorization certificate from the manufacturer / principal		
11.	Certificate for No Deviation		
12.	Certificate for Price Justification		
13.	Non Blacklisting Certificate		
14.	Tender Acceptance Form		
14.	Copy of Income Tax Return for last 3 years		
15.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
16.	Drug License (If applicable on any item given in technical bid)		
17.	Quality Assurance Certificate (Please specify)		
18.	List of quoted companies and category as mentioned in Chapter - V		
19.	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute)		
20.	Proof of average annual turnover of the quoting firm which should not be less than Rs. 1 crore only continuously for the preceding last three years		
23.	Whether copies of authenticated Profit & Loss and Balance sheet for the past three years enclosed		

24.	Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.		
25.	Any other information important in the opinion of the tenderer		

- Page number / serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.
- 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)

Dated:

Place:

Undertaking

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.
4. That I/We undertake that sample of items will be kept ready for inspections by the AIIMS, Jodhpur. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

NON BLACKLISTING CERTIFICATE*[To be submitted on letterhead]*

I/We hereby certify that the [Name of the company / firm] has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will be supplied the item as per the specification given by AIIMS Jodhpur and also abide all the terms and conditions stipulated in Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and AIIMS Jodhpur may imposed any action as per NIT rules.

Date :
Place :

Name :
Business Address :
Signature of Bidder :
Seal of the Bidder :

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

NIT No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

CERTIFICATE OF NO DEVIATION

[To be given on letter head]

NIT No.:

I/We, M/s_____ hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of AIIMS Jodhpur's tender specification, either technical or commercial, and I/We agree to all the terms and conditions mentioned in AIIMS Jodhpur's tender specification with associated amendments & clarification

[Signatures of the Bidder with Name, Designation & Company's Seal]

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

NIT No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder) (*hereinafter called the "Bidders"*) has submitted its Bid dated _____ for the supply of _____ (*hereinafter called the "Bid"*)

against the purchaser's ATE No.

Know all persons by these presents that we

having our registered office at _____

(*Hereinafter called the "Bank"*) are bound unto AIIMS, Jodhpur (*hereinafter called the "Purchaser"*)

in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:
 - a. If the bidder fails or refuses to furnish the performance security for the due performance of the Rate Contract / Purchase Orders or
 - b. If the bidder fails or refuses to accept / execute the Contract / Purchase orders or
 - c. If it comes to notice at any time, that the information / documents furnished in its Bid are false or incorrect or misleading or forged

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

This guarantee will remain in force upto _____ (*insert date of additional sixty days after Bid Validity*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
(Name and designation of the Officer)

.....
(Seal, name & address of the Bank and address of the Branch)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Whereas _____ (Name and address of the Bidder) (*hereinafter called the "the Supplier"*)

has undertaken, in pursuance of NIT No. _____ dated _____ valid from _____ to _____ for supply _____ (*insert description of goods*), (*Hereinafter called "the Contract"*),

to AIIMS Jodhpur
(Hereinafter called "the Purchaser")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (*insert Amount of the Performance Security in words and figures*), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will remain in force upto _____ (*insert last date of currency of Contract plus Warrant Period (If applicable) plus additional Ninety Days*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....

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

TENDER ACCEPTANCE FORM

To

The Director

All India Institute of Medical Sciences
Jodhpur (Raj.)

Ref. Your NIT No.: _____ due for opening on _____.

We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items for which Rate Contract has been concluded, in accordance with the delivery schedule specified in the Schedule specified in the schedule of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your NIT. in terms of, read with modification.

We agree to keep our bid valid for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Rate Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security / Performance Security.

Name: _____

Business Address _____

Place: _____

Date: _____

FORMAT FOR MANUFACTURER'S AUTHORISATION

Dated:

To,
The Director,
All India Institute of Medical Sciences (AIIMS) Jodhpur
Industrial Area, Basni Phase – IInd, Jodhpur (Raj.)

Reference: NIT No. Admn/RC/05/2019-AIIMS.JDH, Dated: __/__/2019 for Rate Contract for Supply of Chemicals, Reagents, Glassware, Plasticware, Vacuum Tubes, Filter Paper and other Laboratory Consumables.

Subject: Manufacturer's Authorization Letter

Dear Sir,

Ref. Your NIT No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the Items / category offered in the Quotation) having factories at _____,

hereby authorize Messrs. _____ (name and address of the agent) to submit a Quotation, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs. _____

[Name & address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

Annexure – IV
(To be filled in BoQ with Financial Bid)

Calculation of Local Content

Name of Manufacture	Calculation by Manufacturer (Cost per unit of product)			
Cost Component	Cost (Domestic Component) A	Cost (Imported Component) B	Total Cost (INR/ US \$) C=a+b	Percentage of Local Content D=(a/c)*100
I.				
II.				
III. Total Cost (Excluding tax and duties)				

Note:-

- I. Cost (Domestic Component): Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) which have not been imported directly or through a domestic trader or an intermediary.
- II. Cost (Imported Component): Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken).

Annexure - V**Format for Affidavit of Self Certification regarding Local Content
(To be provided on Rs. 100/- Stamp Paper)**

I _____ S/o.D/o,W/o _____,
Resident of _____ do hereby solemnly affirm and
declare as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide order no. P-45021/2/2017-B.E.-II dated 15/06/2017.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said item has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i) Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued.
- iii) Medicine for which the certificate is product.
- iv) Procuring entity to whom the certificate is furnished.
- v) Percentage of local content claimed.
- vi) Name and contact details of the unit of the manufacturer.**
- vii) Sale Price of the product.
- viii) Ex-Factory Price of the product.
- ix) Freight, insurance and handling.
- x) Total Bill of Material.
- xi) List and total cost value of inputs used for manufacture of the medicine certificates from suppliers, if the input is not in-house to be attached.
- xii) List and cost of inputs which and imported, directly or indirectly.

**For and on behalf of
entity)**

(Name of firm/

Authorized signatory (To be duly authorized by the Board of Director)

Chapter – V

List of Companies for Laboratory Chemicals, Reagents, Glassware, Plasticware, Vacuum Tubes, Filter Paper and other Laboratory Consumables

S. No.	Recommended Manufacturer	Product Desired
1	Abbott Molecular, Abnova, Integrated DNA Technology, USA	FISH, RT-PCR automation systems, probes
2	Abcam, Abdos, Borosil, Duran, Corning, Genetix, Riviera, Thermo Fisher, Axiva, Tarson, Glassco	Lab Plasticware / Glassware
3	Addgene, Applied Biosystem / Invitrogen / Life Technologies, Eurofins, Genetix , Genaxy, Hi-Media, Imperial Life Sciences, Merck, SD Fine, Sigma-Aldrich, Thermo Fisher, VWR / Avantor, Siscochem Pvt. Ltd., Spectrochem, Axiva, Central Drug House, Finar, Molychem, Sisco Research Laboratories, Shakura, Biocon	General Lab Chemicals / Consumables
4	Agilent Technologies, Qiagen, Perkin Elmer	HPLC Consumables
5	Axygen, Chemicon, DSS Enterogen	PCR Consumables
6	Bangalore Genei, Bio-Rad, Epigenetek, Fast Track, Krishgen, New England Biolab, Promega, Qiagen, R&D, Takara, Thermo Fisher, Fast-track Diagnostics Asia, Cepheid India, Exiqon, Roche, Entrogen Kits, Eppendorf, Genaxy	Molecular Biology Consumables
7	Becton Dickinson, Greiner Bio One	Vacuum Tubes, Holders
8	Blue Ribbon, BlueStar	Cover Slips
9	Clinchek, Sero norm	AAS Controls
10	DAKO, BD-BBL DIFCO, Abcam, Santacruz, Sartorius AG, PathnSitu Biotechnologies, Cell Signalling Technologies, Merck, Cell Marque, Biocare Medical, Master Diagnostica, St. John's Laboratory Ltd., Novocastra, BioGenex Life Sciences, Bio SB, Sentier, Sakura, Sigma-Aldrich	IHC / Antibodies
11	Denka Seiken Co. Ltd., SSI Diagnostica, MicroExpress, R&D	Vaccines, Immunological Serum, Bacteriological and virological diagnostic reagents.
12	Eppendorf, Genaxy, Thermofisher, GE Healthcare LifeSciences, Exiqon	Lab & Liquid Handling Consumables
13	Euroclone, Cole-Parmer	Cabinets, incubators, isolators, cytogenetics lab equipment
14	Whatman	Filter Paper
15	Euroimmun, D-Tek Blue Dot, Medsource ozone Biomedical Pvt. Ltd.	Reagents for Muscle and Liver Panel and Myopathies Etc.

Companies for Reagent / ELISA kits have been removed from above list as Institute will process separate rate contract for this category. Bidder must ensure before participating in this rate contract that they must have printed price list of the company for which the firm is participating.

Chapter – VI

List of quoted Company(ies) and Category(ies)

S. No.	Company(ies)	Category(ies) i.e. Cultural Media, Chemicals, Glassware, Plastic ware, Filter Paper etc.
1.		

Note:

1. Authorization(s) for quoted companies must be attached by the distributor with the technical bid.
2. Categories are required to mentioned on Authorizations for which a distributor is authorized to supply.

Annexure - VI

FINANCIAL BID

(On Company's letter head)

BoQ may be uploaded as per instructions given in **Tender Enquiry Document**.