# Rate Contract

# For

# Immunohistochemistry Antibodies

# At

# All India Institute of Medical Sciences, Jodhpur

NIT No. : Admin/General/RC/02/2014-AIIMS.JDH.

NIT Issue Date : August 20th, 2014

Last Date of Submission: September 22nd, 2014 at 03:00 PM

Pre Bid Meeting : September 01st, 2014 at 03:00 PM



# All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan Telefax: 0291- 2012982, email: <u>aoadmin@aiimsjodhpur.edu.in</u> <u>www.aiimsjodhpur.edu.in</u>

# **Chapter I- Instruction to bidders**

# **Notice Inviting Tender**

Subject: -Procurement of Immunohistochemistry Antibodies for a period of one year.

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed Tenders for purchase of Immunohistochemistry Antibodies as per the list enclosed at "Chapter V". The estimated yearly consumption of the Immunohistochemistry Antibodies is expected around Rs. 15 Lakh. Interested parties may send their tender in sealed cover addressed to the Administrative Officer, All India Institute of Medical Sciences, Basni Phase - II, Jodhpur superscripted with the words "Rate Contract for Immunohistochemistry Antibodies" and complete in all respects should be dropped in the tender box up to 3:00 pm on 22<sup>nd</sup> September, 2014. The Quotations will be opened on the same day at 03:30 PM in the Conference Hall, Medical College, All India Institute of Medical Sciences, Jodhpur. The tenders received after the scheduled date and time will be rejected outrightly.

- 2. The tender is in two- bid system i.e. Technical & Financial contains specification and allied Technical details and the List of the various items detailed in "**Chapter V**". The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various items will be opened on a suitable date, to be intimate later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.
- 3. The technical bid and the financial bid should be sealed by the bidder in separate covers super-scribed "Technical bid for supply of Immunohistochemistry Antibodies" and "Financial Bid for supply of Immunohistochemistry Antibodies". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "Rate Contract for Immunohistochemistry Antibodies". The 'Technical Bid' will be analysed and 'Financial Bid' of only those firms who are found eligible in 'Technical Bid' will be opened in due course and the eligible firms would be intimated there of accordingly.

The contract for procurement of Immunohistochemistry Antibodies initially for one year and can be continued / renewed for further 3 years one year at a time subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Jodhpur and on

AIIMS-Jodhpur Page 2 of 21

mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

# **Schedule of Tender**

Last date and time of receipt of tender : 22<sup>nd</sup> September, 2014 at 03:00 PM

Amount of Earnest Money Deposit : Rs. 30,000/-

(EMD) Date & time of opening of Tender : 22<sup>nd</sup> September, 2014 at 03:30 PM

Venue

Conference Hall, Medical College, AIIMS,

Basni Phase-II, Jodhpur-342005.

4. Tender document may be downloaded from this Institute's official website "http://www.aiimsjodhpur.edu.in" and the tenderer shall deposit a separate Bank Draft / Pay Order/ Banker's cheque in favour of "All India Institute of Medical **Sciences, Jodhpur**" worth Rs 1000/- along-with tender Document (Technical Bid). **The** tenders submitted without tender cost or without EMD shall liable to be rejected **summarily**. The cost of the bid document is non-refundable.

5. The Parties interested for any clarification, kindly visit AIIMS Jodhpur in person by 01st September, 2014 at 03:00 PM in Pre Bid Meeting.

> Administrative Officer Tel No. 0291-2012982

AIIMS-Jodhpur Page **3** of **21** 

# **Chapter-II- Conditions of Contract**

# **General Terms and Conditions**

Subject: - Notice Inviting Rate Contract for Immunohistochemistry Antibodies for All India Institute of Medical Sciences, Jodhpur

## 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. Earnest Money:

Earnest money by means of a Bank Demand Draft/ Pay Order of **Rs 30,000/- (Rs. Thirty Thousand only)** may be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD may be prepared in the name of "**All India Institute of Medical Sciences, Jodhpur**".

- 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.
- b) Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. 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 to the AIIMS.
- c) The Tenders without Earnest Money or Cost Receipt will be summarily rejected.
- d) The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (copy of registration must be provide along with)
- e) No Claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.
- **3. Tender Fee:** Tender fee will be Non-refundable amount of Rupees One thousand only (Rs. 1000/-).
- 4. "PRE -BID Meeting" with the intending bidders shall be held on 01st September, 2014 at 03:00 P.M. onwards at Conference Hall, AIIMS Jodhpur.

#### 5. 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;

AIIMS-Jodhpur Page 4 of 21

- (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.
- 6. 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.
- 7. 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.
- 8. **(A) Technical Bid**: The tenderer should submit the technical details in **Chapter IV** of contract form. An undertaking will be given by the bidder that sample of all items will be kept ready by them for inspection by the AIIMS, Jodhpur. Tenders of those bidders whose samples are not found up to the mark will be summarily rejected.
- 6. (B) Commercial Bid: It should be submitted in form given in Chapter VI. The price quoted will be exclusive of taxes and inclusive of all applicable charges (i.e. packing, forwarding, postage and transportation) at F.O.R. AIIMS, Jodhpur and shall be fixed and final. Taxes, as applicable will be extra, which will separately quoted in the bid, At the time of payment Income Tax or any other Tax payable shall be deducted at source.

#### 7. Opening of Tender:

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

#### 8. 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.

#### 9. Right of acceptance:

The AIIMS, Jodhpur reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender.

AIIMS-Jodhpur Page **5** of **21** 

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.

# 10. 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.

## 10. Performance Security:

The successful tenderer will be required furnish **Rs. 1,00,000/- (Rs. One Lakh only)** as performance security deposit in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "**All India Institute of Medical Sciences, Jodhpur**" for the period of one and half year from the date of award of the contract within 10 days from the date of acceptance of the tender.

The Performance Security shall be refunded without any interest on it within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

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.

## 11. Period and Terms of Delivery:

Delivery of goods shall be made by the supplier within 15 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods within 1 week of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 24 hours.

# 12. Liquidated Damages

Supply of material will have to be completed within 15 days or period mentioned in the purchased order. The liquidated damages charges @ 0.5% per week 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.

# 13. FORCE MAJEURE:

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

AIIMS-Jodhpur Page **6** of **21** 

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) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party hall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

# 14. Insolvency etc:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.

#### 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 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.

# 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, 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.

# 17. Right to call upon information regarding status of work:

The AIIMS, Jodhpur will have the right to call upon information regarding status of work / job at any point of time.

To assist in the analysis, evaluation and computation of the bids, the Purchase Committee of AIIMS, Jodhpur, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

## 18. All payment shall be made by Cheque/ECS only:

AIIMS-Jodhpur Page **7** of **21** 

The AIIMS, Jodhpur shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties.

The term 'Payment' mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding EMD and Security Deposit governed by separate clauses of the contract.

## 19. **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.

#### 20. Fall Clause:

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 Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Jodhpur immediately about such reduction in the contracted prices. The AIIMS, Jodhpur is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Excise Duty/Custom Duty due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional excise duty/custom duty so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in excise duty/custom duty, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Jodhpur on account of the increase in excise duty/custom duty.

#### 21. Arbitration:

If any 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 Secretary, Department of Legal Affairs. 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

AIIMS-Jodhpur Page 8 of 21

such proceedings.

# 22. <u>Legal Jurisdiction:</u>

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.

# 23. Periodicity/ Duration of Tender:

The tender is initially for a period of one year and may be extended for a further period of 12 months or more not more than three (03) years with mutual consent on the same terms and conditions and rates.

#### 24. Other Conditions:

The successful firm will be required to do the work / job for a period of one year 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.

The job will be entrusted on the basis of all inclusive rate contract on as is where is and competitive rates basis.

- 25. The firm should be registered and should have the turnover of Rs. 1,00,00,000/- (Rs. One Crore only) for the last three consecutive years.
- 26. The firm has to submit a proof of turnover as mentioned above supported by documentary materials.
- 27. The firm should also have a valid TIN number, which should be mentioned.
- 28. The Tenderers should furnished a copy of S.T./C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.
- 29. The tenderers should submit along with the tender, a Photostat copy of the last Income Tax return otherwise tender may be ignored.
- 30. The items will have to be supplied at AIIMS, Jodhpur. No transportation/ cartage charges will be provided for the same.
- 31. 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.
- 32. The tendering Firm/Agency/Company shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS), Jodhpur while submitting the tender or at subsequent stage. Upon selection of the tendering

AIIMS-Jodhpur Page 9 of 21

Firm/Agency/Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.

- 33. The firm should have availability of a responsible person on call on all working days between 09:00 Hrs. to 18.00 Hrs.
- 34. A product specialist should be available with the vendor for onsite visits, as and when required by the institution.
- 35. The attested copy of valid drug license (if applicable for any item given in requirement list) / import license from the State/Central Drug Controller for the manufacture/Import of the item quoted. If revalidation of drug license has been applied, copy of application to State Drug / Licensing authority may be attached. The application for renewal was made within time frame as per Drug and Cosmetic Act, 1940 as amended up to date and that has not been deleted by licensing authority.
- 36. Valid WHO-GMP Certificate, clearly indicating the products (Items) issued by Centre/State Drug Controller and should not have been issued more than five years ago.
- 37. If the Local Authorised Dealer of any Manufacturing Company is participating in this Tender, he will submit the Manufacturer's Companies duly certified Audited Accounts, Copy of Income Tax Return for Last Three Financial Years and Annual Turnover of not less than Rs. 1 Crore. Rest document like Affidavit, EMD, TIN No., VAT No., Registration Certificate of the Firm shall be submitted by Local Authorized Dealer / Firm of his own.
- 38. The rate quoted by the participating Firm/Agency/Company should not be higher than the rates at which the items are being supplied by it to other Government Institutes/Ministries/Departments/PSUs. If subsequently it is found that the firm has supplied such items at higher rates to the All India Institute of Medical Sciences (AIIMS), Jodhpur, the excess amount shall be recovered from the Performance Security and/or from the pending bills of the firm along with a penalty of Rs. 500/- (Five Hundred) on firm on such occasion and shall be doubled on subsequent occasions.
- 39. 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.
- 40. The selected tendering Firm/Agency/Company shall also provide the name and mobile

AIIMS-Jodhpur Page 10 of 21

- 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.
- 41. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The 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.
- 42. The Specification of the item needed is mentioned in List of Items (**Chapter V**). The payment would be made for actual supply taken and no claim in this regard should be entertained.
- 43. If a tendering Firm/Agency/Company decides to withdraw from the bidding before the financial bids are opened, the AIIMS, Jodhpur shall have the authority to forfeit the EMD deposited with the technical bid.
- 44. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The tendered must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.
- 45. The Life period of any of the item supplied by the successful Bidder/Bidders will have the minimum "Six Months Life" from the date of receipts of Item in AIIMS Jodhpur. In exceptional cases, where the material itself have less than Six Months Life will only be accepted by the AIIMS, Jodhpur after the consultation with the subject experts of the respective department. The 5% Amount of the invoice value of the firm, if it is found that they have supplied less than "Six Months Life" items to AIIMS, Jodhpur shall be deducted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty of such items shall be replaced by the Bidder on free of cost.
- 46. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
- 47. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
- 48. 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

AIIMS-Jodhpur Page 11 of 21

emergency/unavoidable situation.

- 49. Details regarding item description, Company preference etc. has been given against each item in the Schedule of Requirement (Chapter V). Rates should strictly be quoted accordingly. Items where brand has not been indicated, rates should be quoted for best available / good quality product conforming to the prescribed / prevailing standards.
- 50. The Purchase Committee of AIIMS, Jodhpur shall go into all aspects including cost factors of major Immunohistochemistry Antibodies and then decide for awarding of the tender, By quoting lower rates in respect of some items, a firm does not become entitled to awarding the contract in its favour of those item(s). In order to get selection / consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection for awarding contract will be calculating/ comparing the rate of major items consumed by the AIIMS, Jodhpur throughout the year and the other method adopted, as deemed fit by the Purchase Committee. The firm has to provide samples for the items for evaluation of Purchase Committee. The committee will reject the quotations of the bidders whose quotation will not found of quality required by AIIMS, Jodhpur. AIIMS, Jodhpur reserves the right to accept/ reject any quotation either in part or full without assigning any reason thereof, or award the contract to different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.

AIIMS-Jodhpur Page 12 of 21

# **Chapter - III Special Conditions**

- (i) 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.
- (ii) Delivery / Supply will be made on F.O.R. basis to this Institute, by road or rail transport.
- (iii) VAT and other Govt. levies will be paid extra as applicable by the supplier.
- (iv) Delivery of goods will be taken at the risk and cost of the supplier from railway / road transport.
- (v) Payment of the bill will be made preferably within 60 days on receipt of the goods in satisfactory condition.
- (vi) No revision in rate (on higher side) will be accepted during contract period.
- (vii) Order will be placed as per requirement, irrespective of value of the order.
- (viii) 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.
- (ix) Supply should be made from the latest batch of production with maximum life period & original packing.
- (x) Pre-receipted bills should be sent along-with goods.
- (xi) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (xii) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- (xiii) The purchaser reserves the right to conclude more than one rate contract for the same item.
- (xiv) The purchaser as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally thirty days.
- (xv) The purchaser has the option to renegotiate the price with the rate contract holder.

#### **Inspection:**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced

AIIMS-Jodhpur Page 13 of 21

immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

# **Sample/Demonstration:**

The tenderers may be required to submit samples of the quoted item (without indicating price, clear marking of firm / agency name in each of item) during the technical evaluation when required by the Purchase Committee and Concern Department of All India Institute of Medical Sciences, Jodhpur for quality evaluation and in that case all the expenses will be borne by the quoted firm, if required failing which their bids/offer shall be rejected.

The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.

#### **Documents:**

- (i) All pages of the Tender should be numbered and indexed.
- (ii) The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the AIIMS, Jodhpur in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the AIIMS, Jodhpur in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
- (iii) The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.

Administrative Officer, AIIMS, Jodhpur

AIIMS-Jodhpur Page **14** of **21** 

# **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.
1	Name & Address of the Tenderer/ Concern	
	Whether the Firm is located in Jodhpur	
2	(Rajasthan). (Yes/No)	
	State clearly whether it is Sole proprietor	
3	or Partnership firm or a company or a	
3	Government Department or a Public Sector	
	Organisation	
	Details of the Earnest Money Deposit (EMD)	
	DD. No.:	
4	Dated:	
	Drawn on Bank:	
	Amount:	
	(Rupees)	
	Details of the cost of the Tender documents	
5	worth Rs. 1000 (Rs. One Thousand only)	
	(Yes/No)	
6	Whether each page of NIT and its annexure	
	have been signed and stamped	
	Whether Bidders have quoted for each and	
_	every item mentioned in Chapter V (Attach a	
7	list of quoted items with serial number as per	
	tender without indicating price with technical bid)	
	List of Major Customer may be given on a	
8	separate sheet and proof of satisfactory supply,	
0	if any	
9	Manufacturer Authorization Certificate	
10	Last Income Tax Certificate	
11	Copy of VAT/CST/ST Registration	
12.	Quality Assurance Certificate (Please Specify)	
12.	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	
13.	institute)	

AIIMS-Jodhpur Page 15 of 21

12	Proof of the last three year's turnover of the firm Which should not be less than Rs. One	
	Crore only continuously for the preceding	
	three years	
13	Permanent Account Number	
14	Tax Registration No. (ST/CST/VAT)	
15	TIN No. with Proof	
16	Whether copies of authenticated balance sheet	
	for the past three years enclosed	
17	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:

AIIMS-Jodhpur Page **16** of **21** 

## FORMAT FOR MANUFACTURER'S AUTHORISATION

To, The "Director", All India Institute of Medical Sciences Industrial Area, Basni Phase - IInd, Jo	
Dear Sir,	
Ref. Your NIT No	, dated who are proven and reputable (name and description of the Items offered in the
manufacturers of	(name and description of the Items offered in the, hereby (name and address of the agent) to submit a Quotation,
process the same further and enter i	into a supply contract with you against your requirement as from Form for the above items manufactured by us.
submit a tender, process the same fu	supplier or firm or individual other than Messrs (name and address of the above agent) is authorised to arther and enter into a supply contract with you against your e referred Quotation Form for the above items manufactured by
We also hereby confirm that we would placed on the authorised agent.	be responsible for the satisfactory execution of supply contract
We also confirm that the price quoted quoted directly.	by our agent shall not exceed than that which we would have
	[Signature with date, name and designation]
	For and on behalf of Messrs
	[Name & address of the manufacturers]

## Note:-

- 1. This letter of authorisation 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.

AIIMS-Jodhpur Page 17 of 21

<u>Chapter - V</u>
<u>List of Immunohistochemistry Antibodies</u>

S N	Nomenclature	Product Size	Make / Brand
1.	4.75 ML BOND EBER PROBE	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
2.	4.75 ML BOND LAMBDA PROBE	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
3.	7.75 ML CMV PROBE	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
4.	4.75 ML KAPPA PROBE	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
5.	ACTH	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
6.	AE1/AE3	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
7.	AFP	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
8.	ALK	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
9.	AMACR	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
10.	Androgen receptor	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
11.	B-Catenin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
12.	bcl-2	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
13.	bcl-6	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
14.	Beta-HCG	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
15.	BOB-1	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
16.	CA125	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
17.	CA19-9	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
18.	Calcitonin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
19.	Calponin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
20.	Calretinin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
21.	CD10	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
22.	CD117	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
23.	CD-138	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
24.	CD15	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
25.	CD-16	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
26.	CD19	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
27.	CD1a	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
28.	CD20	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
29.	CD21	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
30.	CD22	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
31.	CD23	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
32.	CD3	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
33.	CD30	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
34.	CD31	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
35.	CD33	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
36.	CD34	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
37.	CD-38	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
38.	CD4	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
39.	CD41	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
40.	CD43	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
41.	CD45	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
42.	CD45RO	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
43.	CD5	7 ML	Dako/Leica/Novacastra/Biogenex/Vision

AIIMS-Jodhpur Page 18 of 21

	T		T = 1
44.	CD56	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
45.	CD61	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
46.	CDE68	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
47.	CD7	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
48.	CD79a	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
49.	CD8	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
50.	CD99	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
51.	CD99	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
52.	CDX2	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
53.	CEA (Polyclonal)	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
54.	Chromogranin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
55.	CK20	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
56.	CK5	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
57.	CK7	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
58.	CK8/18	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
59.	CMV	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
60.	Cyclin D1	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
61.	Cytokeratin 19	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
62.	Cytokeratin 8	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
63.	Desmin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
64.	DOG-1	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
65.	EBV-LMP	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
66.		7 ML	Dako/Leica/Novacastra/Biogenex/Vision
67.	E-Cadherin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
68.	EGFR	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
69.	EMA	7 ML	, , , , , , , , , , , , , , , , , , , ,
70.	ER-Estrogen Receptor	7 ML	Dako/Leica/Novacastra/Biogenex/Vision Dako/Leica/Novacastra/Biogenex/Vision
70.	Factor XIIa Fascin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
72.		7 ML	, , , , , , , , , , , , , , , , , , , ,
73.	Follicular dendritic cell	7 ML	Dako/Leica/Novacastra/Biogenex/Vision Dako/Leica/Novacastra/Biogenex/Vision
	FSH		, , , , , , , , , , , , , , , , , , , ,
74.	GCDFP15	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
75.	GFAP	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
76.	Glycophorin A	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
77.	Glypican - 3	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
78.	Growth huromone	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
79.	Hep B Coreantigen	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
80.	Hep-Par-1	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
81.	HER-2 Neu	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
82.	HMB-45	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
83.	HMWCK	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
84.	HSV (Herpes simplex Virus	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
	Type 1 Herpes simplex Virus		
	Type - 2)		
85.	Human papilloma Virus	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
86.	Inhibin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
87.	INI-1 (BAF 47)	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
88.	INSULIN	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
89.	K light chain	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
90.	K167	7 ML	Dako/Leica/Novacastra/Biogenex/Vision

AIIMS-Jodhpur Page 19 of 21

91.	Luteinising horomone	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
92.	Macrophage	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
93.	Mast Cell Tryp	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
94.	Melan A	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
95.	Mesothelin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
96.	MUC-5/ACE	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
97.	MUM-1	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
98.	MuscSpecAct	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
99.	Myeloperoxidase (MPO)	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
100.	Myo D1	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
101.	Myogenin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
102.	Myoglobin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
103.	Myosin HC	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
104.	Neu-N	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
105.	NSE	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
106.	O CT-4	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
107.	P-16	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
108.	p53	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
109.	p63	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
110.	Pan CK	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
111.	PAP	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
112.	Pax - 5	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
113.	PLAP	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
114.	Pnumocystis jiruveci	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
115.	Podoplanin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
116.	PR - Progesteron Receptor	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
117.	PSA	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
118.	Renal cell Carcinoma Marker	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
119.	S-100	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
120.	SMA	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
121.	Synaptophysin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
122.	TdT	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
123.	Thyroglobulin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
124.	TRAP	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
125.	TSH	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
126.	TTF-1	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
127.	Ubiquitin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
128.	Uroplakin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
129.	VEGF	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
130.	Villin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
131.	Vimentin	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
132.	VWF	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
133.	WT-1	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
134.	ZAP-70	7 ML	Dako/Leica/Novacastra/Biogenex/Vision
135.	λ light chain	7 ML	Dako/Leica/Novacastra/Biogenex/Vision

AIIMS-Jodhpur Page 20 of 21

# Chapter - VI

## **Financial Bid**

# **List of Immunohistochemistry Antibodies**

## **Format for Financial Bid**

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

S. No.	Nomenclature	Product Size	Make	Price (Excluding TAX)	/	Unit	TAX %	Price (Including TAX)
					/			

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

Authorized signatory of the bidder with seal.

AIIMS-Jodhpur Page 21 of 21