



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
JODHPUR**

Dated: 07th July, 2017

CORRIGENDUM

FOR

**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/02/2017-AIIMS.JDH
NIT Issue Date	:	06 th May, 2017
Pre-Bid Meeting held on	:	15 th May, 2017
Last Date of Submission	:	10 th July, 2017 at 03:00 PM
Revised last date of submission	:	24th July, 2017 at 03:00 PM



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Modifications

PAGE NO. 4 > CHAPTER II - CONDITIONS OF CONTRACT > GENERAL TERMS AND CONDITIONS:

For:

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 **three years**.

Read:

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**.

Page No. 9 > Point No. 37 >

For:

Periodicity/ Duration of Tender:

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

Read:

Periodicity/ Duration of Tender:

The Rate Contract is initially for a period of **two (02) years** and may be extended on mutual consent. AIIMS, Jodhpur shall, however, reserve the right to terminate the contract at any time without assigning any reason.

Page No. 10 > Chapter – III > other terms & conditions of the Contract > Point No. 1 >

For

The successful firm will be required to do the work / job for **three 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.

Read

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.

Page No. 19 > Chapter V > List of Companies for Laboratory Chemicals, Reagents, Glassware, Plasticware, Vacuum Tubes, Filter Paper and other Laboratory Consumables >

For:

S. No.	Brand / Make
1.	Hi-Media
2.	SD Fine
3.	Sigma Aldrich
4.	Merck
5.	Imperial Life Sciences
6.	Promega
7.	Qiagen
8.	Alfa Aesar
9.	Thermo Fisher Scientific
10.	Becton Dickinson (BD) for Chemicals, Plasticware, Vacutainers
11.	Addgene
12.	Agilent Technologies



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13.	Altas Antibodies
14.	Applied Biosystem / Invitrogen / Life Technologies
15.	Bio-Rad
16.	VWR
17.	DAKO
18.	GE Healthcare Lifesciences
19.	Genetix
20.	Cole-Parmer
21.	Takara
22.	SRL
23.	Micro Express
24.	Denka Seiken Co. Ltd.
25.	Hardy Diagnostics
26.	SSI Diagnostica
27.	Finar
28.	Roche
29.	CDH
30.	Denka Seiken Co. Ltd.
31.	Abdos
32.	Corning
33.	Eppendorf
34.	Borosil
35.	Glassco
36.	Blue Ribbon for cover slip
37.	Riviera
38.	Vensil
39.	Duran
40.	Blue Star for cover slip
41.	Merck
42.	Avantor (Glassware and Filter Paper only)
43.	Whatman for Filter papers
44.	Tarson
45.	Axiva / Axygen
46.	Genaxy
47.	Greiner Bio One for vacutainers
48.	Thermo Fisher (Life Science)
49.	HemoCue
50.	Molychem
51.	Fast Track
52.	Gentix Biotech Asia Pvt. Ltd
53.	Polymed
54.	Future Bioscience
55.	Erofins
56.	Abbott Molecular
57.	Euroclone
58.	Axiva
59.	Axiva Volex
60.	Axiva Touff
61.	Santa Cruz
62.	Exiqon
63.	Abcam
64.	R & D
65.	Novus Biological



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Read:

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7.	Qiagen
8.	Alfa Aesar
9.	Thermo Fisher Scientific
10.	Becton Dickinson (BD) for Chemicals, Plasticware, Vacutainers
11.	Addgene
12.	Agilent Technologies
13.	Atlas Antibodies
14.	Applied Biosystem / Invitrogen / Life Technologies
15.	Bio-Rad
16.	VWR
17.	DAKO
18.	GE Healthcare Lifesciences
19.	Genetix
20.	Cole-Parmer
21.	DSS Takara Bio India
22.	SRL
23.	Micro Express
24.	Denka Seiken Co. Ltd.
25.	Hardy Diagnostics
26.	SSI Diagnostica
27.	Finar
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50.	Molychem
51.	Fast Track
52.	Polymed for Vacuum tubes
53.	Future Bioscience
54.	Eurofins Genomics
55.	Abbott Molecular
56.	Euroclone
57.	Santa Cruz
58.	Exiqon
59.	Abcam
60.	R & D
61.	Novus Biological
62.	Genei Laboratories
63.	NuLife
64.	Lonza
65.	TCI

Additions:

Following terms and conditions have been added to the rate contract:

1. BID PRICES:

- (a) 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.
- (b) The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the Institute.
- (c) The rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. 24-25

2. TECHNICAL EVALUATION:

- (a) Detailed technical evaluation shall be carried out by Purchase Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- (b) The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion / presentation.



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- (c) Financial bids of only those bidders who qualify the technical criteria will be opened provided all other requirements are fulfilled.
- (d) AIIMS Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

3. FINANCIAL EVALUATION:

- (a) The financial bid shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- (c) The AIIMS Jodhpur does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

4. AWARD OF CONTRACT: PLACE MENT OF ORDER

- (a) The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder. L1 will be decided on individual item basis.

5. Validity of the bids:

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

6. 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 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 shall 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.



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7. 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.

8. 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.

9. 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 drugs 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.

10. 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.

11. The items will have to be supplied at AIIMS, Jodhpur. No transportation / cartage charges will be provided for the same.

12. 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.



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13. 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 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.
14. If the Local Authorized Dealer of any Manufacturing Company is participating in this Tender, he will allowed to be submit the Manufacturer's Authorization Certificate, Manufacturer's Companies duly certified Audited Accounts, Copy of Income Tax Return for Last Three Financial Years. Rest document like Affidavit, EMD, TIN No., VAT No., Registration Certificate shall be submitted of the firm his own.
15. If a tendering Firm/Agency/Company decides to withdraw from the bidding before the financial bids are opened, the AIIMS, Jodhpur shall forfeit the EMD deposited with the technical bid.
16. 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.
17. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
18. The Purchase Committee of AIIMS, Jodhpur shall go into all aspects including cost factors of Consumables and then decide for awarding of the tender, by quoting lower rates in respect of items, a firm does not become entitled to awarding the contract in its favor 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 items consumed by the AIIMS, Jodhpur throughout the year and as per the requirement in view of quality, as deemed fit by the Purchase Committee. The firm has to provide samples for the items for evaluation of Purchase Committee when required. 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.

Sample/Demonstration:

The tenderers may be required to place samples of the consumables (without indicating price, clear marking of firm / agency name in each of item) when required by the Purchase Committee and Concerned



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Department of All India Institute of Medical Sciences (AIIMS), Jodhpur for quality evaluation and in case all the expenses will be borne by the tenderer. Purchase will be done only after the approval of the quality of the product by the Competent Authority. 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:

- (a) All pages of the Tender should be numbered and indexed.
- (b) 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.
- (c) 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