

RESEARCH SECTION
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR: NEW DELHI: 110 029
(SCHEDULE-'A')

S.NO. OF Ltd. TENDER : _____
Ltd. Tender No. : **01/RE/Ped/BC/16-17/RS**
Name of the party in whose _____
Favor the Tender form has _____
Been issued: - _____

The Director,
All India Institute of Medical
Sciences, Ansari Nagar.N.Delhi-29

(SEAL OF THE OFFICER)

Dear Sir,

1. I/We hereby submit our tender for **Serum matrix metalloproteinase – Elisa Kit (96 Well) – 03 Kits**
2. I/We have gone through all terms and conditions of the tender documents before submitting the same. & hereby agrees to all the terms and conditions, stipulated by the AIIMS, in this connection including delivery, service, penalty etc.
3. I/We have noted that over written entries shall be deleted unless duly out & rewritten and initialed. Tenders are duly signed (No thumb impression should be affixed).
4. I/We undertake to sign the contract/agreement within 7 (seven days) from the issue of the letter of acceptance if required, failing which our/my security money/ bid security deposited may be forfeited and our/my name may be removed from the list of suppliers at the AIIMS New Delhi-29.

NOTE: ALL TERMS & CONDITIONS SUCH AS RATES AND TAXES ETC, HAS BEEN INDICATED SEPARATLY IN THE QUOTATION. DURING THE RATE CONTRACT PERIOD BASIC PRICE EXCEPT GOVT. LEVIES OF THE ITEM WILL NOT BE CHANGED. OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENT.

Yours faithfully

Signature of Tenderer with full Address.

WITNESS _____

WITNESS _____

WITNESS _____

WITNESS _____ **ALL INDIA INSTITUTE OF MEDICAL SCIENCES**
ANSARI NAGAR NEW DELHI – 110 029
(Computer Facility)

Ltd. Tender Ref. No. : **01/RE/Ped/BC/15-16/RS**
Subject. **Serum matrix metalloproteinase – Elisa Kit (96 Well) – 03 Kits**
Last Date of Submission : **16.11.2016 up to 12.00 P.M.**
Date of Opening : **16.11.2016 up to 03.00 P.M.**

1. Tender should be addressed to the Dean (RS), All India Institute of Medical Sciences, Ansari Nagar, New Delhi-29 and submitted to the Office of the Store officer Room, Research Section under sealed cover failing which the tender shall be rejected. The rates may be quoted on separate sheet as per specifications mentioned in **annexure 'A'**.
2. **The quotations should reach this office on or before ----- up to 12.00 P.M. duly sealed marked Ltd. Tender No- 01/RE/Ped/BC/15-16/RS. All quotations should be type written. Quotations written in pencil will not be entertained.**
3. **RATE QUOTED MUST INCLUDE ALL TYPES OF TAXES AND OTHER POSSIBLE EXPENSES. NO OTHER CHARGES WILL BE CONSIDERED.**
4. **The tender rates should be kept open/valid for a period of six months from the date on which tenders are opened.**
5. **If the delivery is not effected on due date, the Dean, AIIMS, New Delhi will have the right to impose penalty as under:**
 - a) **First extension for month or part thereof _____ @2%.**
 - b) **Second extension for an additional month _____ @ 3% of part thereof.**
- Or**
- c) **In case of default institute will have the right to procure the ordered item from open market /another party at their own risk and the difference of amount would be recovered from the approved vendor.**
6. **DELIVERY PERIOD: Shall be four weeks from the date of confirmed supply order. However, in case of exigency, this delivery period can be curtailed.**
7. **Handwritten quotations shall be accepted at the bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.**
8. **In case of non-supply of material within the due date i.e. within the date of delivery, the Dean (RS) AIIMS, New Delhi will have the right to impose penalty like removal of the name of the firm from the list of the contractor and resort to risk purchase in full or part thereof at his/her direction, his/her decision shall be final and binding.**
9. **The Dean (RS), AIIMS New Delhi 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.**
10. **No payment shall be made for rejected material. the tenderer would remove rejected items within one week of the date of rejection at their own cost replace immediately In case these are**

not removed, these will be disposed of in a manner as deemed fit by the authorities at the risk and responsibility of the suppliers without any further notice.

11. The firm should submit an undertaking on the firm's letterhead, stating that there is no CBI/Vigilance case against the firm and the firm never has been blacklisted by any government institution.
12. **The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.**
13. The tenderer must quote rates including freight, insurance, cartage, labor charges etc. on FOB, All India Institute of Medical Sciences, New Delhi basis.
14. **The tenderer should submit/enclose Schedule-‘A’ undertaking along with the quotation failing which their offer shall not be considered for acceptance.**
15. The court of Delhi will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other court shall have jurisdiction in the matter.
16. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.
17. The price charged for the Stores/ equipments, under the reference by the supplier shall in no even exceed the lowest price at which the supplier the Store/equipment of same identical description to any other person /organization. Institution during the period. If at any time, during the said period the supplier reduced the said prices of such/Stores/equipment or sales such stores to any other person/organization/Institution at price lower than the chargeable, he shall forthwith notify such reduction or sale to the Dean (RS), All India Institute of Medical Sciences and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. **Firm will submit an undertaking, in this regard, on firm's letterhead failing which quotation will not be considered for acceptance.**
18. The Vendor should enclose the copy of Vat Registration Certificate failing which quotation will not be considered for acceptance. The percentage of Sales Tax/VAT to be charged be clearly mentioned along with rates.
19. Tenderers should enclose literature of the quoted item indicating technical details of the item.
20. If the tenderer gives a false statement on any of the above information, the firm/supplier will not be considered and their quotation/tender shall be deemed to be rejected and the security deposited will stand forfeited.
21. Any action on the part of the tenderers to influence anybody in the said Institute will be taken as an offence, he will not be allowed to participate in the tender inquiry and his/her tender will not be opened.
22. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No inquiries verbal or written shall be entertained in respect of Acceptance or rejection of the tender.
23. **Tender documents are non-transferable.**
24. **IN CASE THE TENDER DOCUMENTS DOWNLOADED FROM THE WEBSITE: -**

THE BIDDERS MAY DOWNLOAD THE TENDER DOCUMENTS DIRECTLY FROM THE WEBSITE AVAILABLE AT www.aiims.ac.in, www.aiims.edu. THE BIDDERS SHOULD SPECIFICALLY SUPERSCRIBE, “DOWNLOADED FROM THE WEBSITE” ON THE TOP LEFT CORNER OF THE OUTER ENVELOPE CONTAINING TECHNO-COMMERSIAL BID & PRICE BID SEPARATELY. THE TENDERS NOT FOLLOWING THE ABOVE PROCEDURE WILL BE SUMMARILLY REJECTED.

A limited tender is floated/invited for the item required in Research Section, AIIMS, New Delhi. The specification of item is enclosed herewith at **annexure-'A'**.

Other terms & conditions:-

1. **MARKING:** Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.
2. **LIFE PERIOD:**
 - i. Short- life items (which have a life-period of eighteen months or less), should not have passed ¼th life at the time of supply.
 - ii. In respect of items not covered by clause (i) above, items should not be older than one year from the date of manufacturing at the time of supply.
3. Drug, if required to be stored under controlled temperature / cold chain, have to be supplied under controlled temperature/cold chain.
 - (a) If any store/stores supplied are found to be not of standard quality as per specifications on analysis and/or on inspection by competent authority, the Institute will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The institute shall not be liable to make any payments in lieu of inferior items.
 - (b) If the firm fails to make fresh supplies in lieu of substandard quality of drug, it is liable to be debarred for three years in respect of all the items in the rate-contract of this Institute and EMD/Performance security shall be forfeited.
 - (c) If the product is found to be not of standard quality, the cost of testing done by the Institute will be recovered from the supplier.
 - (d) In case, the supplies are found to be of inferior quality on two occasions, the firm shall be liable for debarment for subsequent tender of Drugs at AIIMS.
4. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength etc. before the date of expiry marked on the labels.
5. No document regarding import license for raw material etc. can be given by AIIMS.
6. **RATE-REVISION:** Successful bidders shall not be entitled to any rate-revision of price for any reason except Govt. levies which become applicable after finalization of rate contract alongwith adequate documentary proof thereof.
7. If at any time, any question, dispute or difference whatever shall arise between the two parties (AIIMS on the one hand and manufacturer on the other hand) in relation to the purchase, either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase

within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at AIIMS.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation, installation and commissioning etc.

Upon every or any such reference, the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof, or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

8. The courts at Delhi will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Delhi court shall have jurisdiction in the matter.
9. Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.
10. Conditions of advance payments or payment against delivery shall not be accepted.
11. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.

The tenders will be opened on 16.11.2016 at 3.00 P.M in the Store Officer Room, Research Section, AIIMS, New Delhi-29 in presence of the tenderers, who are present.

FOR DIRECTOR

**RESEARCH SECTION
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI - 110029**

Annexure-'A'

Limited tender no. 01/RE/Ped/BC/15-16/RS

Subject: Limited tender for the purchase of "Serum matrix metalloproteinase – 9 Elisa Kit (96 Well)

PRICE FORMAT

Sr. no.	DESCRIPTION OF ITEM	APPROX. QUANTITY	Rates per unit in rupees	VAT	Amount per unit in Rupees
1.	Serum matrix metalloproteinase – 9 Elisa Kits (96 Well)	03 KITS			
