

Tender cost Rs: 100/-

**OFFICE OF THE DIRECTOR
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR: NEW DELHI: 110 029
(SCHEDULE-'A')**

S.no. of tender : _____
File no. : **01/H/HMF/2016-17**
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 the **Purchase of Human Milk Fortifier (HMF) on yearly Rate Contract Basis.**
2. **I/WE now enclosing herewith the Bank Guarantee/D.D. No..... dated..... For Rs.5,000/- (Rupees Five Thousand Only) drawn in favour of the "DIRECTOR, AIIMS, NEW DELHI" towards EMD/Bid Security. Tenders not accompanied with EMD/Bid Security (along with Technical Bid Part-I) shall be summarily rejected.**
3. I/We hereby agree to all the terms and conditions, stipulated by the AIIMS, in this connection including delivery, penalty etc. Quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.
4. I/We have noted that over written entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).
5. I/We undertake to sign the contract/agreement within 10 (Ten days) from the issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the AIIMS New Delhi-29.
6. I/We have gone through all terms and conditions of the tender documents before submitting the same.

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 _____

Terms & conditions
(SCHEDULE-'B')

Tender Ref. No. : **02/H/LBW/2016-17**

Subject : **Purchase of Human Milk Fortifier (HMF) on Yearly Rate Contract basis.**

Date of Submission: **25.05.2016 up to 12.30 P.M.**

Date of Opening : **25.05.2016 at 03.00 P.M.**

1. Tender should be addressed to the Director, All India Institute of Medical Sciences, Ansari Nagar, New Delhi-29 and submitted to the Office of the Stores Officer, (Main) under sealed cover failing which the tender shall be rejected. Terms and conditions for supply should invariably be indicated otherwise would be taken on its face value. The rates may be quoted on separate sheets failing which the tender(s) will be rejected.
2. **Mixed quotations will not be considered for acceptance.**
3. **TENDER SHOULD INVARIABLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:**

PART-I: - TECHNO-COMMERCIAL BID IN ONE SEALED COVER.

PART-II: - PRICE BID/FINANCIAL BID IN SEPARATE SEALED COVER FOR EACH ITEM INDICATING THEREON NAME OF ITEM WITH SR. NO. OF ITEM, FIRM'S NAME & TENDER NUMBER. THESE SEPARATE ENVELOPS CONTAINING PRICE BIDS OF ITEMS BE PUT IN OTHER ENVELOP (Part-II).

BOTH THE SEALED ENVELOPES (PART-I & II) SHOULD THEN BE PUT IN OUTERCOVER INDICATING THEREON:

i) Reference No. Of the Tender: _____

ii) Tender regarding: _____

iii) Due date for submission of the tender: _____

iv) Due date for opening of the tender: _____

v) Name of the firm: _____

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNO- COMMERCIAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLE BE ACCOMPANIED WITH THE TECHNO-COMMERCIAL BID.

NOTE: - TENDERS SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

4. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. **THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'.** Tender not confirming to these requirements shall be rejected and no correspondence will be entertained whatsoever.
5. **TENDER DOCUMENT/RATE CONTRACT AGREEMENT IS NON-TRANSFERABLE.**
6. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible; no blanks should be left which would otherwise, make the tender rejected.
7. The tenderer rates should be kept opened for a period of 01 year from the date as the tenders are opened.
8. The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principals and agent quoting on behalf of their manufacturers/principals must attach authority letter in their favor **provided the manufacturer accepts responsibility for any lapses of the distributors/ supplier in case they are authorized agent.**
9. Handwritten quotations shall be accepted at the bidder's risk. In case of any discrepancy rates in the figures, the rate mentioned in words will only be considered.
10. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.
11. **EACH TENDER SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY AMOUNTING TO Rs.5,000/- (Rs. Five Thousand Only) BY WAY OF DEMAND DRAFT/ BANK GUARANTEE/F.D.R. DRAWN IN FAVOUR OF "DIRECTOR, AIIMS, NEW DELHI", FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED. IN CASE OF BANK GUARANTEE/FDR, IT SHALL BE VALID FOR 27 MONTHS FROM THE DATE OF OPENING AND THE SAME SHOULD BE FROM ANY SCHEDULED BANK (AS PER THE LIST ENCLOSED). CASH/CHEQUE IS NOT ACCEPTABLE AT ALL. THE EMD/BID SECURITY DEPOSITED AGAINST OTHER TENDERS CANNOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY. THE EMD/BID SECURITY OF THE APPROVED VENDORS WILL BE RETAINED TILL THE VALIDITY OF THE CONTRACT IN THE LIEU OF PERFORMANCE SECURITY.**
12. If the delivery is not effected on due date, the Director, 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.
 - C) In case of non-supply _____ @ 7.5%

Or

- D) In case of default institute will have the right to procure the ordered item from open market /another party at their own risk and expenses under risk purchase clause.
13. In case of non supply of material within the due date i.e. with in the date of delivery, the Director, AIIMS, New Delhi will have the right to impose penalty as deemed fit and resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.
 14. Excise Duty & other such levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.
 15. The Director, 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.
 16. No payment shall be made for rejected material. The tenderers would remove rejected items within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be disposed off in a manner as deemed fit by the authorities at the risk and responsibility of the suppliers without any further notice.
 17. 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.
 18. TENDER SHALL BE REJECTED IF THE COPY OF SALES TAX REGISTRATION CERTIFICATE (now called as VAT) IS NOT FURNISHED. FIRM SHALL FURNISH A CERTIFICATE ON THEIR FIRM'S LETTER HEAD STATING THAT UPTO DATE RETURNS HAVE BEEN FILED AND THERE ARE NO DUES WITH THE CONCERNED DEPARTMENT. FIRM WILL ALSO SUBMIT THE COPIES OF SUCH RETURNS (LATEST) SUBMITTED TO THE DEPARTMENT OF TRADE & TAXES. Sales tax/VAT and other statutory levies should be shown separately and should not be included in the basic price otherwise it will not be considered.
 19. Any action on the part of the tender to influence anybody in the said Institute will be taken as an offence and the tender submitted by the firm will subsequently be rejected.
 20. The price charged for the Stores/Equipment's, under the reference, by the supplier shall in no even exceed the lowest price at which the supplier the Stores/Equipment's of same identical description to any other person/organization/Institution during the currency of the contract as per fall clause adhered by D.G.S.& D. 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/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences and the price payable for the Items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced for AIIMS **and should attach an undertaking on non-judicial stamp paper of Rs 10/- duly attested by the notary to this effect otherwise quotation shall be summarily rejected.**
 21. The supplier shall furnish the following certificate to the Accounts Officer (Stores Accounts) along with each bill for payment for supplies made against in Rate Contract Tender.

“I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution up to date of bill/the date of completion of suppliers against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender”.

22. If at any time, any question, dispute or difference whatever shall arise between the two parties (AIIMS on the one hand and vendor 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 arbitrator shall be at AIIMS.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed if 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 on 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.

23. 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.

24. Any failing of 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 either, 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 stature 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.

25. The tenderer shall furnish a non-blacklisting/non-debarring certificate that the firm has not been blacklisted in the past by any government/ Private institution. **The tenderer/Supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- duly attested by notary that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted/debarred in the past by any Govt. or Private Organization.**

26. Payment of the approved vendor for supply of **Human Milk Fortifier (HMF)** at AIIMS shall be made through cheque or electronic clearing system. In case of cheque, the same will be dispatched through registered post and postal charges shall be deducted from their bills.
27. A surprise visit to the premises by the representatives of the Institute shall be made to assess the firm's capacity and standing.
28. Samples of the items in original packing, duly labeled (Printed) and sealed having date of manufacturing, date of Expiry, manufactured by with batch No. wherever applicable, should be submitted invariably to Stores Officer (H) between 3.00 P.M. to 4.00 P.M. If required, more identical samples will be asked to submit. Before submitting the tender, the list of samples submitted duly acknowledged should invariably be attached with the technical bid. Those tenders received without sample as detailed above will be summarily rejected and no correspondence will be entertained in this regard. At the time of receiving supply from the approved firm any variations in the supply will not be allowed and supply will be summarily rejected.
29. The tenderers are required to quote their rates on Annexure – I provided with the tender.
30. The percentage of Sales Tax/VAT to be charged be clearly mentioned along with rates.
31. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.
32. The firm should submit list of organizations where the special milk formula for preterm babies (not term infant formula) item has been supplied in the last two years along with complete details of items supplied.
33. **SELECTION WILL BE MADE PURELY ON SAMPLE AND QUALITY BASIS. SAMPLES WILL BE GIVEN IN ORIGINAL PACKING ONLY.**
34. Rates should be quoted strictly as per the tender specifications and should be valid for a period of minimum One year .
35. 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.
36. It will be the prerogative of the Institute to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the Institute.
37. The Institute shall have the right to reject any tender who does not qualify the pre-qualification requirements. No correspondence, whatsoever, will be entertained in this regard.
- 38. Only one best quality item (according to our specification) should be quoted against each item. On no account should different qualities e.g. A, B, & C of items be quoted. These items that have been quoted as per different qualities (In contravention to the specifications) will not be considered at all.**

39 No tenderer can charge/quote rates more than MRP, in case any tenderer, if charged/quote higher rates for any item more than MRP, the action like forfeiture of security money/performance security and removal of name from the list of supplier shall be taken against the firm.

40 The Technical Selection Committee will shortlist the Technical Bids on the basis of technical parameters i.e. pre-qualification certificates and inspection of samples by the users as per tender conditions. Based on the results, vendors will be short-listed further and the names of short listed vendors announced to the respective vendor only who's Technical Bids qualify for opening the Financial/Commercial Bids. The Commercial Bids of only the vendors shortlist from the Technical Bids will be opened in the presence of their representatives on a specified date and time to be intimated to the respective vendors. **Those vendors failed to submit pre-qualification certificates and samples will be summarily rejected and no correspondence will be entertained in this regard.**

41 THE FORWARDING LETTER/ UNDERTAKING (SCHEDULE-A) DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONG WITH QUOTATIONS FURNISHED FAILING WHICH THE TENDER SHALL BE REJECTED.

42 **Firms are advised to quote their rates for the item in the enclosed format at annexure-A.**

42. (a) **Submission of Tenders** Unless otherwise specified, **the Bidders are to drop the tenders in the tender box of office of Stores Officer (H), Stores Section, 1st Floor, M. S. Office, at AIIMS, New Delhi-110029** or the same shall be submitted by the tenderer by hand to concerned dealing hand or nominee of Stores Officer (H) on above mentioned address. The Officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

42. (b) The bidders must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the bidder to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on/is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

43. **Late Bid** A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

44. 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, www.tenders.gov.in IN SUCH CASE, THE BIDDER ARE REQUIRED TO SUBMIT THE TENDER COST FEE OF Rs. 100/- (Non-Refundable) BY WAY OF SEPARATE DEMAND DRAFT DRAWN IN FAVOUR OF DIRECTOR, AIIMS, AND THE SAME SHOULD ESSENTIALLY BE ENCLOSED ALONGWITH THE TECHNO COMMERCIAL BID. THE BIDDERS SHOULD SPECIFICALLY SUPERSCRIBE, "DOWNLOADED FROM THE WEBSITE" ON THE TOP LEFT CORNER OF THE OUTER ENVELOPE CONTAINING TECHNO-COMMERSICIAL BID &

PRICE BID SEPARATELY. IN NO CASE, THE TENDER COST FEE SHOULD BE MIXED WITH EMD AMOUNT. THE TENDERS NOT FOLLOWING THE ABOVE PROCEDURE WILL BE SUMMARILLY REJECTED.

Note: -

- a) If the above-mentioned certificates/documents are not submitted along with the tender, such offers will not be considered and will be out rightly rejected.
- b) Any tenderer/supplier giving false information shall be disqualified and removed from the rate contract. No business, henceforth, will be done with the firm/supplier.

Check List of Certificates/ Documents required to be submitted in the Techno-Commercial Bid-Part I

The tenderer are advised to submit the following certificates under the category of “Vital documents” invariably along-with Techno-Commercial Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

- Authorization letter from the manufacturer, if the quote is not a manufacturer. (Clause no.8).
- EMD/bid amount. (Clause No. 11)
- Sales tax (now called as VAT) registration certificate (clause no.18)
- Latest sales tax (VAT) clearance certificate (clause no.18)
- Fall clause declaration (clause no.20).
- Non-black listing/non-debarring declaration (clause no.25)
- Sample (Clause No-28)
- Schedule – ‘A’ (Clause No. 41)

SECTION – XV
LIST OF SCHEDULED BANKS

A. Nationalized Banks

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. New bank of India
13. Oriental Bank of Commerce
14. Punjab National Bank
15. Punjab & Sindh Bank
16. Syndicate Bank
17. Union Bank
18. UCO Bank
19. United Bank of India
20. Vijaya Bank

B. State Bank of India and its Associated Banks

21. State Bank of India
22. State Bank of Bikaner & Jaipur
23. State Bank of Hyderabad
24. State Bank of Indore
25. State Bank of Mysore
26. State Bank of Patiala
27. State Bank of Saurashtra
28. State Bank of Travancore

C. Private Sector Banks

29. Bank of Madura Ltd., Madurai
30. Bank of Rajasthan Ltd., Udaipur
31. Bareilly Corporation Bank Ltd., Bareilly
32. Banares State Bank Ltd., Banares
33. Bharat overseas Bank Ltd., Madras
34. Catholic Syrian Bank Ltd., Trichur
35. Dhanalakshmi Bank Ltd., Alwaye
36. Jammu & Kashmir Bank Ltd., Srinagar
37. Federal Bank Ltd., Alwaye
38. Karnataka Bank Ltd., Mangalore
39. Karur Vysya Bank Ltd.,

40. City Union Bank Ltd.,
41. Lakshmi Vikas Bank Ltd.,
42. Lord Krishna Bank Ltd., Kodangallur
43. Nainital Bank Ltd., Nainital
44. Nedungadi Bank Ltd.,
45. Punjab Co-operative Bank Ltd., Amritsar
46. Ratnakar Bank Ltd.,
47. Sangli Bank Ltd.,
48. South Indian Bank Ltd., Trichur
49. Tamilnadu mercantile Bank Ltd.
50. United Western Bank Ltd.,
51. Vysya Bank Ltd., Bangalore

D. Foreign Banks

52. ABN Amro Bank N.V.
53. American Express Bank Ltd.,
54. Bank of American National Trust
55. Banque Nationale de Paris
56. Bank of Tokyo Ltd.
57. British Bank of the Middle East
58. Standard Chartered bank
59. Citi Bank N.A.
60. ANZ Grindlays Bank Ltd.,
61. The Sakura Bank Ltd.,
62. Sonali Bank
63. Deutscha bank A.G
64. Bank of Oman Ltd.,
65. Abu Dhabi Commercial Bank Ltd.,
66. Banque Indosuez
67. Bank of Nova Scotia, Toronto
68. Societe General, Paris
69. Oman International Bank, S.A.G.O.
70. Bank of Baharain and Kuwait (B.S.C)
71. Hongkong & Shanghai Banking Corporation Ltd.
72. Credit
73. Barelays Bank P/c.
74. Sanwa Bank, Tokyo

E. Non-Scheduled Bank

75. Kashi Nath Seth Bank Ltd.
76. Bari Poab Bank Ltd.
77. General Bank of Kurudwad Ltd.

The list of banks is subject to change as and when Reserve Bank of India notifies any change in the list.

HOSPITAL STORES
(Annexure-A)

Tender No. - 01/H/HMF/2016-17

Sub: Purchase of Human Milk Fortifier (HMF) on Yearly Rate Contract basis.

Specification & price bid format

Sr. no.	Specification of item	Approx. quantity Annual	Rates per unit	VAT	Amount per unit including VAT
1	<p>1. HMF powder in sachets to be mixed with expressed breast milk</p> <p>2. For increasing the protein, vitamin D, Calcium, Phosphorus and trace elements according to recommended daily allowance of ESPGHAN / AAP recommendations (10-20% difference in the recommended range is acceptable)</p> <ul style="list-style-type: none">a) Energy- 110-135 Kcalb) Protein 3.5-4.0 g/kgc) Calcium 150-200 mg/kgd) Phosphorus 70-100 mg/kge) Vitamin D 800-1000 IU/day <p>3. Suitable for use in very low birth weight babies <32 weeks of gestational age</p>	30,000 sachets			

Signature & seal of the bidder