



Govt. of Bihar  
Health Department

**BIHAR STATE AIDS CONTROL SOCIETY**

State Institute of Health & Family Welfare Building,

Sheikhpura. Patna-800014. Ph.: 0612-2290278

E-mail: ad\_procure@bsacs.in, Website- www.bsacs.in

Memo:- AIDS-16/ICTC/24/2010- Ext-II

**National Competitive Bidding (NCB) Regarding Annual Rate Contract (ARC) for Procurement of Consumables for Integrated Counselling and Testing Centre.**

1. Bihar State AIDS Control Society (BSACS), Patna is an autonomous body constituted for implementing National AIDS Control Programme (NACP).
2. Bihar State AIDS Control Society (BSACS), Patna invites National Competitive bids (NCB) from reputed Manufacturer or their authorized and experienced distributor/ Stockiest "for one year rate contract extendable for another one year on same terms and conditions on mutual agreement between purchaser and supplier" for "supply of Consumables for Integrated Counselling and Testing Centres" according to the details mentioned below. The one year rate contract period shall commence from the date of issues of award of contract.

S.No.	Description	Date & Time for start of sale of Bidding Documents	Last date & Time for Sale of Bidding Documents	Last Date& Time for receipt of Bids	Date& Time for Bid Opening	Bid Security
1.	Annual Rate Contract (ARC) for Procurement of Consumables	28.02.2018 11.00 AM to 4.00 PM	21.03.2018 11.00 AM to 4.00 PM	23.03.2018 Upto 3.00 PM	26.03.2018 At 4.00 PM	₹ 110000/-

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedure as per the requirement of General Financial Rule (GFR 2005).
4. Interested eligible Tenderers may obtain further information regarding the bidding documents at the office of the Project Director, Bihar State AIDS Control Society, State Institute of Health & Family Welfare Building, Sheikhpura, Patna- 800014, Bihar, India on any working day.
5. A complete set of bidding documents in English may be obtained by the interested tenderer on the submission of a written application to the address mentioned above on all working days (Monday to Friday) between 11.00 hrs and 16.00 hrs upon payment of non- refundable fee of ₹ 1000.00 (postal charge extra) in the form of Demand Draft in favor of **Project Director, Bihar State AIDS Control Society, Patna payable at Patna, India**. The document may be obtained from 28.02.2018 to 21.03.2018 from the address mentioned in the S. No. 04 above.
6. The Bidding document can also be downloaded from the website www.bsacs.in. In such case, the tenderers have to submit the ₹ 1000.00 in the form of demand draft **in favour of Project Director, Bihar State AIDS Control Society, Patna payable at Patna, India** along with their bids. The bids without the fee shall be rejected.
7. All bids along with the bid security as specified in the bid document must be delivered to BSACS office within the date and time as specified above in para no. 2. Bids will be opened in the presence of tenderers or their authorized representatives on the specified date and time. If date specified for bid receipt and opening of the bid document being declared as holiday for BSACS the due date for submission and opening of bids will be following working day at the appointed times.

**Bihar State AIDS Control Society reserves the rights to cancel the bid without assigning any reasons.**

**Project Director**

सही और पूरी जानकारी दूर रखे एड्स की बीमारी।



**AIDS-16/ICTC/24/2010- Ext-II**

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Memo:- **AIDS-16/ICTC/24/2010- Ext-II**

**SECTION I: NOTICE INVITING TENDER (NIT)**

1. Bihar State AIDS Control Society (BSACS), Patna is an autonomous body constituted for implementing National AIDS Control Programme (NACP).

Bihar State AIDS Control Society (BSACS), Patna invites National Competitive bids (NCB) from reputed Manufacturer or their authorized and experienced distributor/ Stockiest for procurement of Consumables for Integrated Counselling and Testing Centre as per the details mentioned below.

**"The interested tenderer should have minimum 5 (five) years of experiences in rendering similar type of services."**

S.N.	Items	Specification	Expected Requirement	Quantity in Box/ Pack Size	Delivery Period	Delivery Place
1	Micro tips (100 µl)	Pack of 500 pieces, Disposable material-Poly propylene, sterilized with gamma radiation, white.	600000	Box of 1200 pcs	Within 30 days	Store Office BSACS, Sheikhpura Patna-14
2	Micropipette (0-100 µl)	It should be Variable	315	Pack of One (01) pc		
3	Disposable Syringe 5 ml with 23g Needles	Box of 100 pcs with size-5ml transparent barrel & plunge, latex gasket, luer lock, Length- 3" outside dia-5/8" inside dia-1/2" tab length- 1¼" tab width-3/4"with hypodermic needle size- 23G sharp needle. E.O. gas sterile, suitable for syringe, ISO certified single packing (Blister) Gamma radiated.	1000000	Box of 1000 pcs		
4	Screw capped Vial - 5 ml	Made of break-proof transparent polypropylene, screw cap made of PE, sterilized.	500000	Pack of 1000 pcs		
5	Blood Lancet	Safe engineering capillary Blood supplying device. If it is needle, size- 2.25mm x23g if it is blade, size- 1.00mm x 1.5mm	124000	Pack of 1000 pcs		
6	Absorbent Cotton Wool IP	I.P. , absorbent cotton weight 400 gm mentioned in the pack	10000	Pack of 400 gms net		

S.N.	Items	Specification	Expected Requirement	Quantity in Box/ Pack Size	Delivery Period	Delivery Place
7	Sod. Hypochlorite (in 5 ltrs in a plastic jar)	It should be in 5 ltrs in a plastic jar with inner rubber.	500	Plastic jar of 5 Ltrs		
8.	Latex Sterile Gloves (Pair)	It should be in pair. An ISO 90001: 2000 & F.P.A. Certified mark, latex (natural) high grade, Gamma sterile, natural white in colour, hand specific, cursed finger, headed calf powder inside absorbable (corn starch USP x1) less than 10 mg/dm <sup>2</sup> , Tensile strength- not less than 24 mpa, minimum thickness 0.15 mm, storage condition- 10 to 300C with Size-7 inch	100000	10000	Within 30 days	Store Office BSACS, Sheikhpura Patna-14
9.		It should be in pair. An ISO 90001: 2000 & F.P.A. Certified mark, latex (natural) high grade, Gamma sterile, natural white in colour, hand specific, cursed finger, headed calf powder inside absorbable (corn starch USP x1) less than 10 mg/dm <sup>2</sup> , Tensile strength- not less than 24 mpa, minimum thickness 0.15 mm storage condition- 10 to 300C with Size- 7½ inch,	100000	10000		
10.	Test Tube	Polypropylene, 12 x 75 mm	1500000	15000		
11.	Surgical Spirit (500 ml bottle)	70% (V/V) mehylated Isopropyl Alcohol, Packed in Un breakable leak proof Bottle.	1860	1860		
12.	Needle Destroyer / Hub Cutter	Syringe & Needle Destroyer, Two slot, Needle melts electrically & Syringe cuts by automatic electrical blades, Incinerates the needle instantaneously, Cuts the syringe within seconds, Can destroyer disposable syringe & needle 18G to 28G	315	Box of one (01) pc		

S.N.	Items	Specification	Expected Requirement	Quantity in Box/ Pack Size	Delivery Period	Delivery Place
13.	Apron	White Terry cotton of Medium Size (Lab Tech+Counsellor)	620	Pack of One pc	Within 30 days	Store Office BSACS, Sheikhpura Patna-14
The Tenderer have to submit One (01) pc for each quoted item/s free of cost for quality assurance in BSACS.						

## 2. Date and Time Schedule with Bid Security

S.No.	Description	Date & Time for start of sale of Bidding Documents	Last date & Time for Sale of Bidding Documents	Last Date & Time for receipt of Bids	Date & Time for Bid Opening	Bid Security
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## SECTION II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)

### A. PREAMBLE

#### 1. Definitions and abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

#### 1.2 Definitions:

- (i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry Document. The purchasing organization is the **BIHAR STATE AIDS CONTROL SOCIETY**, hereinafter referred to as BSACS. The BSACS is represented through its Project Director.
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Tenderer.
- (iii) "Tenderer" means Tenderer/ the Individual or Firm submitting Bids/ Quotation/ Tender.
- (iv) "Supplier" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.
- (v) "Goods" means the articles, material, commodities, consumables, stationeries, printing, branding and designing, raw material, spares, machinery, goods etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) "Services" means services allied and incidental to the supply of goods, such as hiring of vehicles, transportation, packing, installation, commissioning, provision of technical assistance, after sales service, maintenance service, insurance and other such obligations of the supplier covered under the contract.
- (vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a tenderer along with its tender.
- (viii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) "Performance Security" means monetary amount or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Consignee" means the BSACS/Hospital/ Institute/Medical College/ Council/ Centre/ person to whom the goods are required to be delivered as specified in the Contract.
- (xi) "Specification" means the document/standard that prescribes the requirement with which goods and/ or service has to conform.
- (xii) "Inspection" means activities such as verification of installation of permanent hoardings at specified place, measuring, examining, testing, gauging one or more characteristics of the goods and/ or service and comparing the same with the specified requirement to determine conformity.
- (xiii) "Day" means calendar day.
- (xiv) "Bill of Quantity" is the name for price schedule.

#### 1.3 Abbreviations:

- (i) "NIT" means Notice Inviting Tender
- (ii) "GIT" means General Instructions to Tenderers
- (iii) "GCC" means General Conditions of Contract
- (iv) "DGS&D" means Directorate General of Supplies and Disposals

- (v) "NSIC" means National Small Industries Corporation
- (vii) "PSU" means Public Sector Undertaking
- (viii) "SSI" means Small Scale Industry
- (ix) "GST" means Goods and Service Tax
- (x) "CENVAT" means Central Value Added Tax
- (xi) "TE Document" means Tender Enquiry Document

## **2. Introduction**

2.1 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the bidding documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these bidding documents may result in rejection of its tender.

## **3. Availability of Funds**

3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser. The procurement will be in terms of **General Financial Rules of the Government of India.**

## **4. Language of Tender**

4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Document. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

## **5. Eligible Goods and Services**

5.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

## **6. Eligible and Qualified Tenderer**

6.1 The tenderer must be a registered, reputed agency/ firm. He should have supplied the consumables in last three years from the date of tender opening meeting major specification parameters.

## **7. Tendering Expense**

7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

## B. BIDDING DOCUMENTS

### 8. The TE documents include:

1. Section 1: Notice inviting Tender (NIT)
2. Section II: General Instructions to Tenderers (GIT)
3. Section III: General Conditions of Contract (GCC)
4. Section IV: List of Requirements
5. Section V: Technical Specifications
6. Section VI: Consignee List
7. Section VII: Tender Form
8. Section VIII: Proforma for Performance Statement
9. Section IX: Price Schedules/ Bill of Quantities
10. Section X: Contract Form
11. Section XI: Proforma of Consignee Receipt Certificate
12. Section XII: Manufacturer's Authorization Form
13. Section XIII: Checklist for the Tenderers

### 9. Clarification of bidding documents

9.1 A tenderer requiring any clarification or elucidation on any issue of the bidding documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than twelve days prior to the prescribed date of submission of tender.

## C. PREPARATION OF TENDERS

### 10. Submission of Bid

10.1 Bids are to be submitted in two folders before the prescribed date and time .The two folders are:

- 1) Technical Proposal: containing Statutory Cover.
- 2) Financial Proposal: containing Bill of Quantities.

#### 10.1. Technical Proposal: Statutory Cover

10.1.1. Statutory Cover shall contain the following documents:

##### A) Tender Documents:

- i. Application to participate in tender as per Section VII: Tender Form
- ii. Notice Inviting Tender.

Sl. No.	Category Name	Details
A.	Certificates	III. GST Registration Certificate. IV. Income Tax PAN Card. V. Income Tax Return for the F.Y. F.Y.2014-15 2015-16 &2016-17. VI. Manufacturing License (GMP) if any VII. Copy of signed and stamped tender documents.
B.	Company Details	VIII. Certificate of Incorporation. IX. Valid Licence from Drug Controller. X. Power of Attorney (If any). XI. Manufacturing Licence/ Manufacturer's Authorization Certificate as per Section XII.
C.	Credentials	XII. Performance Certificate as per Section VIII along with documentary evidence (refer GIT clause 12.3)
D.	Documents	XIII. Audited Balance Sheet and Profit/Loss for the F.Y.2014-15 2015-16 & 2016-17. XIV. Tenderer's Undertaking as per GIT Clause 12.4. XV. One (01) pc for each quoted item/s free of cost for quality assurance.

## **10.2 Financial Proposal: Bill of Quantities**

10.2.1 The financial proposal (cover) must be on the letterhead of the tenderer according to the format attached with the bidding documents (as per section IX).

## **11. Earnest Money Deposit (EMD)**

11.1 The amount of Earnest Money to be submitted as mentioned in Section IV List of Requirements.

11.2 The earnest money shall be denominated in Indian Rupees in the form of a demand draft, drawn on any scheduled commercial bank in India, in favour of the “**Project Director, Bihar State AIDS Control Society, Patna**”, payable at Patna.

11.3 The tenderer shall seal the EMD envelope separately, suitably super scribe on the cover, writing the address of the purchaser and the tender reference number on that and submit it along with the bid.

11.4 The Earnest money shall be retained for a period of 150 days beyond the validity period of the tender as per GIT Clause 17.1.

11.5 Unsuccessful tenderer earnest money will be returned to them without any interest, after expiry of the tender validity period, or after conclusion of the resultant contract, whichever is earlier.

11.7 Earnest Money is required to protect the purchaser against the risk of the tenderer’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser.

## **12. Additional Information on Technical Proposal/Bid/Tender**

12.1 Power of Attorney in favour of signatory of bidding documents.

12.2 Manufacturer's Authorization Form as per the Section XII/ manufacturing Licence with product number and date.

12.3 Performance Certificate as per Section VIII along with the documentary evidence in the form of a certificate or copy of work order issued by the purchaser/ consignee/end user preferable self attested by the authorized person authenticating the correctness of the information furnished. If at any time, information furnished is provided to be false or incorrect, the earnest money furnished will be forfeited.

12.4 The tenderer shall provide an undertaking that the proprietor/ promoter/ director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc. Also, the firm does not employ a government servant, who has been dismissed or removed on account of corruption.

## **13. Preparation of Tender Documents**

13.1 All pages of the Tender should be page numbered and indexed.

13.2 The tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.



13.3 All the documents of the tender shall be duly signed at the appropriate places as indicated in the bidding documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

13.4 It is the responsibility of tenderer to go through the bidding document to ensure furnishing all required documents in addition to above, if any. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary evidence to substantiate the corresponding statement.

13.5 A tender, who does not fulfil any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.

13.6 Tender sent by paper/fax/telex/cable/email etc shall be ignored.

#### **14. Tender Prices**

14.1 The tenderer shall quote the price (in INR) of the goods and/ or services, as applicable, inclusive Goods and Service Tax (GST) and all other taxes and duties etc. The Tenderer shall bear all charges like packing & forwarding, transportation, insurance, storage, loading/ unloading, expenses of his service personnel and any other expenses necessary in compliance with Specification of goods and service; ex-factory/ ex-warehouse/ ex-showroom to the consignee site for a period including three months beyond date of delivery.

14.2 The financial proposal (cover) should be sealed by the tenderers in separate covers superscribing Price Bid along with Tender Opening Date. The Bill of Quantities (BOQ) should all-inclusive rate quoted for one year rate contract to supply Consumables.

#### **15. Firm Price**

15.1 Prices quoted by the tenderer shall remain firm and fixed during the contract period i.e. for one year and not subject to variation on any account.

#### **16. Alternative Tenders**

16.1 Alternative Tenders are not permitted.

#### **17. Tender/ Bid Validity**

17.1 The tenders/ bids shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of technical tender/ bid opening prescribed in the bidding document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

17.2 In exceptional cases, the tenderer may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

17.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

## **D. OPENING OF TENDER**

18.1 The purchaser will open the technical bid as per the specified date and time as indicated in the NIT.

18.2 Authorized representatives of the tenderer may attend the tender opening.

18.3 The Financial bid will be opened only of those tenderers who technically qualify. The technically qualified tenderer will be intimated after the reasonable time and date to represent in the opening of the financial bids.

**18.4 If any document required to be submitted for tender by the tenderer in his Technical Proposal is not submitted or is found to be deficient in any manner at any stage after opening of bid, the bid may be summarily rejected.**

## **E. SCRUTINY AND EVALUATION OF TENDERS**

### **19. Basic Principle**

19.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the bidding document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderer in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

19.2 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Tenders are generally in order. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

19.3 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 20, the Purchaser will determine the substantial responsiveness of each Tender Document. For purposes of these clauses, a substantially responsive tender is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 3), Force Majeure (GCC Clause 12) and Applicable law (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

19.4 If a Tender is not substantially responsive, it will be rejected by the Purchaser.

19.5 During evaluation the Committee may summon tenderers & seek clarification /information or additional documents or original hard copies of documents. If these are not produced within specified time, the bid proposals will be liable for rejection.

19.6 The result of evaluation of technical bids, along with information regarding further steps in evaluation of the tender will be intimated after the reasonable time and date.

### **20 Discrepancies in Prices**

20.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.

20.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

20.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 20.1 and 20.2 above.

### **21. Schedule-wise Evaluation**

21.1 In case the List of Requirements contains more than one schedule/ item, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

### **22. Comparison of Tenders**

22.1 The comparison of the responsive tenders shall be carried out on the basis of rate quoted for each Consumable item.

### **23. Tenderer's capability to perform the contract**

23.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender, has been determined as the lowest evaluated responsive tender, is eligible, qualified and capable in all respects to perform the contract satisfactorily.

23.2 The above-mentioned determination will inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the bidding document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser, including inspection of factory/ warehouse/ showroom/ office/ current campaigns on field by authorized representative of Purchaser.

## **F. AWARD OF CONTRACT**

### **24. Purchaser's Right to accept any tender and to reject any or all tenders**

24.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

### **25. Award Criteria**

25.1 Subject to GIT clause 24 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser.

### **26. Variation of Quantities at the Time of Award, Currency of Contract**

26.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

26.2 The quantity to be procured may be staggered during the contract period, upto one year from date of notification of award extendable on same terms and condition for another one year on the basis of satisfactory performance and on mutual agreement between purchaser and supplier.

26.3 The purchaser reserves the right to increase or decrease the contract period on same terms and conditions. The contract may be extended for another one year on same terms and conditions on mutual agreement between purchaser and supplier.

## **27. Notification of Award**

27.1 Before expiry of the tender validity period, the purchaser will notify the list of technically qualified tenderer(s), each technically qualified tenderer shall be notified in writing, by registered/speed post or by fax/ telex/cable (to be confirmed by registered / speed post) for representing in the opening of financial bid.

27.2 The successful tenderer (technically and financially) must furnish to the purchaser the required performance security after issue of notification within 15 (fifteen) days. Relevant details of the performance security have been provided under GCC Clause 03

27.3 The Notification of Award shall constitute the conclusion of the Contract and the one year rate contract period shall commence from the date of notification.

## **28. Issue of Contract**

28.1 Within 7 days of notification of award, the successful tenderer will sign the contract form as per Section X with the Purchaser.

## **29. Non-receipt of Performance Security and Contract by the Purchaser.**

29.1 Failure of the successful tenderer in providing performance security and/ or signing contract in terms of GIT clauses 27 and 28 above shall make the tenderer liable for forfeiture of its EMD and also, for further actions by the Purchaser against it as per the clause 10 of GCC: Termination for default.

## **30. Corrupt or Fraudulent Practices**

30.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among tenderer (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **1. Use of contract documents and information**

1.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this bidding document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

1.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 1.1 above except for the sole purpose of performing this contract.

1.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 1.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

### **2. Patent Rights**

2.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

### **3. Performance Security**

3.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, if any.

3.2 The Performance security shall be denominated in Indian Rupees, in the form of Demand Draft drawn on any Scheduled bank in India in favour of the Project Director, Bihar State AIDS Control Society, Patna, payable in Patna.

3.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the BSACS/Consignee/ government, the amount of the performance security is liable to be forfeited. The BSACS/ Administrative Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the BSACS/ Consignee/ Government.

3.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

3.5 Subject to GCC sub – clause 3.1 and 3.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations.

#### **4. Packing and Marking**

4.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage, exposure etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration .

#### **5. Warranty**

5.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract.

The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/ or the material used are as per the Purchaser's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

5.2 The warranty shall remain valid for duration of contract and its extended period, if any, from the date of delivery in terms of the contract at consignee's destination.

- a) No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- b) Replacement and/or repair will be under taken for the defective goods.

5.3 Upon receipt of notice from Purchaser about any claim arising out of this warranty, the supplier shall, within 7 days on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.

5.4 In the event of any rectification of a defect or replacement of any defective goods during the contractual period, the warranty for the rectified/replaced goods shall be extended by a further period as per clause 5.2 from the date such rectified /replaced goods starts functioning to the satisfaction of the purchaser.

5.5 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 7 days on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, including replacement by alternative supplier, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and shall have the right to deduct the sum from payments due to the Supplier under this Contract or any other contract.

#### **6. Modification of contract**

6.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser.
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of dispatch,
- e) Place of delivery,

f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

6.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be and the contract amended accordingly.

If the supplier doesn't agree to the adjustment made by the Purchaser, the supplier shall convey its views to the Purchaser within fifteen (15) days from the date of the supplier's receipt of the Purchaser's amendment /modification of the contract.

## **7. Terms and Mode of Payment**

7.1 Payment will be made in Indian Rupees subject to recoveries, if any, by way of liquidated damage or any other charge/s as per terms and condition of the contract. The supplier have to submit the following documents.

(i) Supplier's invoice showing contract number, goods description and HSN Code of the goods, quantity, unit price, GST registration number and total amount along with the Xerox copy of PAN Card.

(ii) Consignee Receipt Certificate as per Section XI in original issued by the authorized representative of the consignee, countersigned by the Programme Officer.

(iii) Inspection Certificate issued by the nominated inspection agency, if any.

## **8. Delay in the supplier's performance**

8.1 The supplier shall deliver the goods under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract.

8.2 Subject to the provision under GCC clause 12 any unexcused delay by the supplier in maintaining its contractual obligations towards erection and performance of services shall render the supplier liable to any or all of the following sanctions:

(i) Imposition of liquidated damages,

(ii) Forfeiture of its performance security

(iii) Termination of the contract for default.

8.3 If at any time during the duration of the contract, the supplier encounters conditions hindering timely delivery of goods, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

8.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(a) The Purchaser shall recover from the supplier, under the provisions of clause 9 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, GST and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which

takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

8.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the purchaser.

## **9. Liquidated damages**

9.1 Subject to GCC clause 12, if the supplier fails to delivery any or all the goods within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods until actual delivery or performance subject to a maximum of 3% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 10.

9.2 During the above-mentioned delayed period of supply and/ or performance, the conditions incorporated under GCC sub-clause 8.4 above shall also apply.

## **10. Termination for default**

10.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 8.3 and 8.4.

10.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 10.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

10.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **11. Termination for insolvency**

11.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

## **12. Force Majeure**

12.1 Notwithstanding the provisions contained in GCC clauses 8, 9 and 10, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

12.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance.



Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

12.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

12.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### **13. Termination for convenience**

13.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time during the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

13.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within fifteen days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

### **14. Governing language**

14.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

### **15. Notices**

15.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

15.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **16. Resolution of disputes**

16.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Department of Health and Family Welfare, Government of Bihar, appointed to be the arbitrator by the Principal Secretary to that Department. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

16.3 The venue of arbitration shall be the place from where the contract has been issued, i.e., Patna, Bihar, India.

## **17. Applicable Law and Legal Suits**

17.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

17.2 All disputes would be decided at the jurisdiction and tribunals of Patna.

## **18. General/ Miscellaneous Clauses**

18.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

18.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

18.3 The Supplier shall notify the Purchaser of any material change that would impact on performance of its obligations under this Contract.

18.4 Each member/constituent of the Supplier, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

18.5 The Supplier shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

18.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

## **19. Assignment**

19.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

## SECTION IV: LIST OF REQUIREMENTS

### **(PART I)**

Requirement of Consumables for Integrated Counselling and Testing Centre: Items, Quantity, Consignees and EMD

S.N.	Brief Description of the work	Expected Requirement	Delivery Period	Delivery Place	Bid Security
1.	Micro tips (2-200 µl)	600000 pcs	Within 30 days	As per section VI	₹ 110000/-
2.	Micropipette (0-1000 µl)	315 pcs			
3.	Disposable Syringe 5 ml with 23g Needles	1000000 pcs			
4.	Screw capped Vial - 5 ml	500000 pcs			
5.	Blood Lancet	124000 pcs			
6.	Absorbent Cotton Wool IP	10000 pcs			
7.	Sod. Hypochlorite (in 5 ltrs in a plastic jar)	500 jars			
8.	Latex Sterile Gloves (Pair) Size- 7"	100000 pairs			
9.	Latex Sterile Gloves (Pair) Size- 6½"	100000 pairs			
10.	Test Tube	1500000 pcs			
11.	Surgical Spirit (400 ml bottle)	1860 bottles			
12.	Needle Destroyer / Hub Cutter	315 pcs			
13.	Apron	620 pcs			
The Tenderer have to submit One (01) pc for each quoted item/s free of cost for quality assurance in BSACS.					

### **(PART II)**

The Consumables will be delivered at the respective consignee site i.e. Store Office, Bihar State AIDS Control Society, SIHFW Building, Sheikhpura, Patna-800014 within thirty days (30) days from the date of notification of award of the supply order/ demand note.

**SECTION V: TECHNICAL SPECIFICATION**

S.N.	Items	Specification
1	Micro tips (100 µl)	Pack of 500 pieces, Disposable material-Poly propylene, sterilized with gamma radiation, white.
2	Micropipette (0-100 µl)	It should be Variable
3	Disposable Syringe 5 ml with 23g Needles	Box of 100 pcs with size-5ml transparent barrel & plunger, latex gasket, luer lock, Length- 3" outside dia-5/8" inside dia-1/2" tab length-1¼" tab width-3/4" with hypodermic needle size- 23G sharp needle. E.O. gas sterile, suitable for syringe, ISO certified single packing (Blister) Gamma radiated.
4	Screw capped Vial - 5 ml	Made of break-proof transparent polypropylene, screw cap made of PE, sterilized.
5	Blood Lancet	Safe engineering capillary Blood supplying device. If it is needle, size- 2.25mm x23g if it is blade, size- 1.00mm x 1.5mm
6	Absorbent Cotton Wool IP	I.P. , absorbent cotton weight 400 gm mentioned in the pack
7.	Sod. Hypochlorite (in 5 ltrs in a plastic jar)	It should be in 5 ltrs in a plastic jar with inner rubber.
8.	Latex Sterile Gloves (Pair)	It should be in pair. An ISO 90001: 2000 & F.P.A. Certified mark, latex (natural) high grade, Gamma sterile, natural white in colour, hand specific, curved finger, headed calf powder inside absorbable (corn starch USP x1) less than 10 mg/dm <sup>2</sup> , Tensile strength- not less than 24 mpa, minimum thickness 0.15 mm, storage condition- 10 to 300C with Size-7 inch
9.		It should be in pair. An ISO 90001: 2000 & F.P.A. Certified mark, latex (natural) high grade, Gamma sterile, natural white in colour, hand specific, curved finger, headed calf powder inside absorbable (corn starch USP x1) less than 10 mg/dm <sup>2</sup> , Tensile strength- not less than 24 mpa, minimum thickness 0.15 mm storage condition- 10 to 300C with Size- 7½ inch,
10.	Test Tube	Polypropylene, 12 x 75 mm
11.	Surgical Spirit (500 ml bottle)	70% (V/V) methylated Isopropyl Alcohol, Packed in Un breakable leak proof Bottle.
12.	Needle Destroyer / Hub Cutter	Syringe & Needle Destroyer, Two slot, Needle melts electrically & Syringe cuts by automatic electrical blades, Incinerates the needle instantaneously, Cuts the syringe within seconds, Can destroyer disposable syringe & needle 18G to 28G
13.	Apron	White Terry cotton of Medium Size (Lab Tech+Counsellor)

**Note:** - The Tenderer have to submit One (01) pc for each quoted item/s free of cost for quality assurance in BSACS.

**SECTIONVI: CONSIGNEE LIST**

DETAILS OF CONSIGNEE WHERE CONSUMABLES ARE TO DELIVERED

**NAME AND ADDRESS OF THE CONSIGNEE:**

**STORE OFFICE**

BIHAR STATE AIDS CONTROL SOCIETY  
STATE INSTITUTE OF HEALTH AND FAMILY WELFARE BUILDING  
SHEIKHPURA, PATNA-800014  
BIHAR, INDIA

**SECTION VII: TENDER FORM**  
**(ON THE LETTER HEAD OF THE TENDERER)**

To,  
The Project Director,  
Bihar State AIDS Control Society,  
Department of Health  
State Institute of Health and Family Welfare Building  
Sheikhpura, Patna-800014, Bihar

Ref. your Bidding document No. ----- dated

We, the undersigned have examined the above Bidding Document, including amendment/corrigendum number\_\_\_\_\_, dated\_\_\_\_\_(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver\_\_\_\_\_(Description of goods and/ or services) in conformity with your above referred document for the sum, as shown in the price schedule/Bill of Quantity attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements and Consignee address. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in terms of GCC clause 3, for due performance of the contract. We agree to keep our tender valid for acceptance as required in the GIT clause 17, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities/ Organization/ Institution etc. Brief of court/legal cases pending, if any, are following: We would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the BSACS to verify this statement. We confirm that we fully agree to the terms and conditions specified in above mentioned bidding document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of Tenderer

**SECTIONVIII: PROFORMA FOR PERFORMANCE STATEMENT**  
**(ON THE LETTER HEAD OF THE TENDERER)**

Proforma of Performance Statement (for a period of last five years)

Bid No.- ..... Date of opening ..... Time ..... Hours

Name of the Firm .....

Order place by full address of the purchaser 1	Description & quantity of ordered 2	Total value of order in ₹ 3	Date of completion of delivery		As the goods delivery satisfactorily and of good quality 6
			As per order 4	Actual 5	

Signature and Seal of the tenderer .....

.....

Countersigned by Seal of the Chartered Accountant .....

.....

**Note:** - The documentary evidence will be a certificate or bill paid by the purchaser/consignee/ end user with cross reference of order no. and date, preferably self attested authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.

**SECTION IX: PRICE SCHEDULES/BILL OF QUANTITIES  
(ON THE LETTER HEAD OF THE TENDERER)**

S.N.	Brief Description of the Cosumables	Make	Quoted Unit (per pc) rate in (₹) of each unit/packet/ Roll / Bottle /Can / Pair (excluding all taxes)		GST @ ..... %		Total Amount in (₹) (including all taxes)	
			In word	In figure	In word	In figure	In word	In figure
1.	Micro tips (2-200 µl)							
2.	Micropipette (0-1000 µl)							
3.	Disposable Syringe 5 ml with 23g Needles							
4.	Screw capped Vial - 5 ml							
5.	Blood Lancet							
6.	Absorbent Cotton Wool IP							
7.	Sod. Hypochlorite (in 5 ltrs in a plastic jar)							
8.	Latex Sterile Gloves (Pair) Size- 7"							
9.	Latex Sterile Gloves (Pair) Size- 6½"							
10.	Test Tube							
11.	Surgical Spirit (400 ml bottle)							
12.	Needle Destroyer / Hub Cutter							
13.	Apron							

**Note:**

1. If there is a discrepancy between the unit price and total price, THE UNIT PRICE shall prevail.
2. If there is a discrepancy between total price in figures and total price in words, THE PRICE IN WORDS shall prevail, subject to clause 1 above.
3. **The Rate quoted by the tenderer shall be fixed and valid from date of awarding the contract to next 12 months (i.e. for one year)**

Signature and Seal of the tenderer .....

.....



**SECTION X: CONTRACT FORM FOR SUPPLY OF CONSUMABLES.**

To,  
The Project Director,  
Bihar State AIDS Control Society,  
Department of Health  
State Institute of Health and Family Welfare Building  
Sheikhpura, Patna-800014, Bihar

Contract No \_ \_\_\_\_\_ dated \_\_\_\_\_

This is in continuation to this office’s Notification of Award No dated \_\_\_\_\_

1. Name & address of the Supplier:
2. Purchaser’s bidding document No..... dated .....and subsequent Amendment No, ..... Dated..... (if any), issued by the purchaser
3. Supplier’s Tender No dated \_\_\_ and subsequent communication(s) No dated \_\_\_\_(if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned above, shall also be deemed to form and be read and construed as integral part of this contract:
  - i. Notice Inviting Tender
  - ii. General Instructions to Tenderers
  - iii. General Conditions of Contract
  - iv. List of Requirements
  - v. Technical Specifications
  - vi. Consignee List
  - vii. Tender Form furnished by the supplier
  - viii. Price Schedule(s) furnished by the supplier in its tender
  - ix. Purchaser’s Notification of AwardThe words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above.
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(5.1) Brief particulars of the goods and/ or services which shall be supplied/ provided by the supplier are as under:

<b>Schedule No.</b>	<b>Brief description of goods/ services</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total price</b>	<b>Terms of delivery</b>

- 5.2 Financial limit to contract
- 5.3 Specification of goods and/ or services
- 5.4 Consignee List
- 5.5 Variation of Quantities at the Time of Award, Currency of Contract
- 5.6. Warranty
- 5.7. Any other additional services (if applicable) and cost thereof:
- 6. Performance Security
- 7. Assignment
- 8. Terms and Mode of Payment
- 9. Delay in the supplier's performance
- 10. Liquidated damages
- 11. Termination for default
- 12. Termination for insolvency
- 13. Force Majeure
- 14. Termination for convenience
- 15. Notices
- 16. Resolution of disputes
- 17. Applicable Law and Legal Suits
- 18. General/ Miscellaneous Clauses

Signature, name and address of the Purchaser's authorised official)  
For and on behalf of \_\_\_\_\_

Received and accepted this contract  
(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)  
For and on behalf of  
(Name and address of the supplier)  
(Seal of Supplier)

**SECTIONXI: PROFORMA OF CONSIGNEE RECEIPT CERTIFICATE**  
**(TO BE FILLED AND SIGNED BY STORE OFFICER AND PROGRAMME OFFICE OF BSACS)**

Contract No..... date.....

1. The following consumable has been received in.....  
(please certify, as per the specification / not as per the specification)

2. Supplier's Name:

3. Consignee Name and Address:

4. Name of the item supplied:

5. Quantity Supplied:

6. Date of Receipt by the Consignee:

7. Name, Designation, Phone No.  
of Authorized Person of Supplier:

8. Remarks (if any) by Consignee:

9. Signate with date, name, of  
Authorized representative of Consignee:

Entered in Stock Register Page No. ....

10. Countersignature by Programme Officer of BSACS, Patna:

**SECTIONXII: MANUFACTURER'S AUTHORIZATION FORM**

To,  
The Project Director,  
Bihar State AIDS Control Society,  
State Institute of Health and Family Welfare Building,  
Sheikhpura, Patna-800014,  
Bihar, India

Ref: Your Contract No..... date.....

We, \_\_\_\_\_, who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the tender) having factories at \_\_\_\_\_ hereby authorise Messrs \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender documents for the above goods manufactured by us. We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender documents for the above goods manufactured by us. We also hereby extend our full warranty, CMC, spare parts as applicable as per clause 5 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this Tender documents.

Yours faithfully,  
[Signature with date, name and designation]  
for and on behalf of Messrs.....

[Name & address of the manufacturer]

Note:

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.

**SECTIONXIII: CHECKLIST FOR THE TENDERER**

<b>Sl.No.</b>	<b>Activity</b>	<b>Yes/No/ NA</b>	<b>Page number in submitted documents</b>	<b>Remarks</b>
1.	EMD or Certificates for Exemption Claimed			
2.	Section VII Tender Form			
3.	Notice Inviting Tender			
4.	Performance Statement as per the Section VIII with all supporting documents.			
5.	Power of Attorney in favour of signatory			
6.	Copy of Incorporation of the Company/Agency.			
7.	Valid Trade Licence from Drug Controller.			
8.	Copy of the Income Tax return for last three years (2014-15 2015-16 & 2016-17).			
9.	Copy of Income Tax PAN card			
10.	Copy of the GST Registration Certificate.			
11.	Service Tax Registration Certificate if any			
12.	Manufacturing Licence or Manufacturing Authorization Certificate as per Section XII			
13.	GMP certificate if any			
14.	Copy of profit and loss account and balance sheet (duly attested by the auditor) for last three years (2014-15 2015-16 & 2016-17).			
15.	Tenderer shall submit an affidavit/under taking as per GIT Clause 12.3 from Notary.			
16.	Sample of Consumable/s free of cost for quality assurance with letter attached with the technical bid documents.			
17.	Price Schedule/ BOQ as per the section VIII			
18.	Payment term as per the tender documents accepted			
19.	Delivery term as per the tender documents accepted			
20.	Other terms and conditions as per the tender documents accepted			

**N.B. It is the responsibility of tenderer to go through the bidding document to ensure furnishing of all required documents in addition to above, if any.**

(Signature with date, name, address, contact no., of the Tenderer's authorised official)