

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
(EXAMINATION SECTION)  
(Schedule - A)**

Tender No. AIIMS/Exam. Sec/Ball Point Pen/2017-18

Name of the party in whose favour the Tender From has been issued: \_\_\_\_\_

The Asstt. Controller (Examinations)  
All India Institute of Medical Sciences  
Ansari Nagar, New Delhi – 110 608

(SEAL OF THE OFFICER)

Dear Sir,

1. I/We hereby submit our tender for the purchase of **Ball Point Pen**.
2. I/We enclosing herewith the D.D. No.....dated.....for Rs...../- drawn in favour of the “**DIRECTOR, AIIMS, NEW DELHI**” towards EMD/Bid Security.  
(Tenders not accompanied with EMD/Bid Security shall be summarily rejected).
3. I/We hereby agree to all the terms and conditions, stipulated by the AIIMS in the tender document including delivery penalty etc.
4. I/We have noted that over written entries shall be deleted unless duly cut & re-written and initialled.
5. Tenders are duly signed by authorized signatory (No thumb impression should be affixed).
6. I/We Undertake to sign the contract/agreement within 7 (Seven days) from the issue of the letter of acceptance, failing which my Security money deposited may be forfeited.
7. I/We further Undertake that in Price Bid/Financial Bid all statutory levies and taxes have been indicated separately/included while quoting the prices wherever any levies/tax has not been indicated then it can be taken that the price quoted are inclusive of all levies and tax as applicable and I/we undertake to supply at this rate only. **OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.**

Yours faithfully,

Signature of Tenderer  
with full Address

**Note:**

1. **Tender not accompanied with EMD/Bid Security and sample of Ball Point Pen shall be summarily rejected.**
2. **No thumb impression should be affixed.**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
(EXAMINATION SECTION)  
(SCHEDULE –‘B’)**

Tender Ref. No. :  
Subject : Purchase of **Ball Point Pen** on two years rate contract basis.  
Date of Submission : up to \_\_\_\_\_ at \_\_\_\_\_  
Date of Opening : \_\_\_\_\_ at \_\_\_\_\_

1. Tender should be addressed to the **Asstt. Controller (Examinations), All India Institute of Medical Sciences, Ansari Nagar, New Delhi – 110608** and be submitted to the Examination Section, Ist Floor, Convergence Block, AIIMS, New Delhi 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 only be quoted in the Price Bid/Financial Bid (Schedule ‘C’) failing which the tender(s) will be rejected.
2. The specification of Ball Point Pen is as under:

<b>Specification of Ball point pen</b>
<b>Model :-</b> <b>Pen Length</b> :Standard size <b>Pen Body</b> :Plastic <b>Ink Colour</b> :Black & Red <b>Quality of Ink:</b> Non-smudging and quick dry <b>Ball Point size:</b> 0.5 - 0.8 mm <b>Pen Body shape:</b> Round body without grip <b>Pen Colour</b> :Transparent <b>Other Features:</b> No labels on pens and packing <b>Packing Mode:</b> <b>5 Pens in pack, 25 Pens = containing 5 sets of pens each, 100 pens containing 4 packets of 25 pens each</b> <b>Packing material:</b> Standard Packing

3. The 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 ONE SEALED COVER

Both the sealed Envelopes should then be put within outer cover 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: \_\_\_\_\_

**NOTE:-**

**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.**

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

4. The tenderer 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. THIS TENDER DOUCMENT 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 tendered rates should be kept open for a period of two years from the date of the award of contract.
8. The average turnover in the respective field should not be less than the **1 Crore per year during the last three years.**
9. Rates for only the best quality Ball Point Pen (as per specifications) should be quoted. No account rates of different qualities i.e. A,B, C & D should be quoted. The items that have been quoted as per different qualities (in contravention to the specifications) will not be considered at all.
10. Quotations received after the last date of submission or without adhering to the above instructions will be out rightly rejected.
11. In case of delay in supplying the material as per specifications and Terms & Conditions within the stipulated time limit, 5% of the amount from the bill will be deducted as penalty for first time. If delay is more than one week, the security amount will be forfeited and decision of Dean (Exams) in this regard will be binding & final.
12. The approved vendor shall ensure timely supply as per approved sample and rates during the currency of the rate contract (except Govt. levy) failing which action like forfeiture of Performance Security and removal of their name from the list of approved vendors at AIIMS shall be taken. The vendor will also submit an **Undertaking (on an non-judicial stamp paper of Rs.10/- & attested by Notary)** to this effect, invariably as under failing which their quotation will not be considered for evaluation:  
**"I/We will supply the rate contract items under subject rate contract timely in accordance with tender specifications and approved master sample during the currency of rate contract failing which my Performance Security may be forfeited and my name may be removed from the list of contracts at AIIMS".**
13. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.
14. Each Tender should be accompanied with an EMD/Bid Security amounting to **Rs. 50,000/- by way of Demand Draft drawn in favour of "DIRECTOR, AIIMS, NEW DELHI"**, failing which the Tender shall not be considered for acceptance and will be out rightly rejected. EMD/Security deposited against other tenders cannot be adjusted or considered for this tender. No interest is payable on EMD/Bid Security.
15. In case of non supply of material within the due date i.e. within the date of delivery, the Dean (Exams.), Examination Section, AIIMS, New Delhi will have the right to impose penalty like forfeiture of performance security and removal of the name from the list of the contract and resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding. The price difference will be recovered from the defaulting firm.

16. The successful tenderer shall furnish **the Performance Security for Rs.1,00,000/- in the form of Bank Guarantee for performance of the contract from any Indian Nationalized Bank/Scheduled Bank in favour of Director, AIIMS, New Delhi and it shall be valid for 27months from the date of issue of Rate contract** , failure to furnish Performance Security in time would entail forfeiture of Earnest Money deposited by the firm & the cancellation of the contract and removal of name of firm from the list of contractors.
17. In case the firms do not supply the items within date of delivery, AIIMS will have the right to make risk purchase for the window period requirement from next lowest firm or from open market till finalization of the next rate contract. The difference of price will be recovered from the Performance Security of the approved vendor without giving any notice.
18. Excise duty & other such stating levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.
19. The Dean (Exams.), Examination Section, 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.
20. No payment shall be made for rejected material. The tenderer 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.
21. Tenderer 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.
22. **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. FIRMS WILL ALSO SUBMIT THE COPIES OF SUCH RETURNS (LATEST) SUBMITTED TO THE DEPARTMENT OF TRADE & TAXES. SALES TAX/VAT AND OTHER STATUTORY LEIVES SHOULD BE SHOWN SEPARATELY AND SHOULD NOT BE INCLUDED IN THE BASIC PRICE OTHERWISE, IT WILL NOT BE CONSIDERED.**
23. The average consumption of Ball Point Pen at Examination Section for the year 2015-16 was approx. 4,00,000 pens in three-four instalments. However, the quantity mentioned above in the next two years can be increased or decreased to any extent depending upon the actual requirement.
24. 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.
25. **FALL CLAUSE, NON-BLACKLISTING CERTIFICATE AND BUSINESS FOR A PERIOD OF AT LEAST LAST 2 YEARS CERTIFICATE.**
  - i) The price charged for the Ball Point Pen under the reference, by the supplier shall in no even exceed the lowest price at which the supplier the Ball Point Pen pad 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 any time, during the said period the supplier reduced the said prices of such item 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 **Asstt. Controller (Exams), Examination Section, All India Institute of Medical Sciences** and the price payable for the Examination Section supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced for AIIMS”.

- ii) The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any Government/ Private institution. There is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organization.
- iii) The tenderer /supplier should have been in this business for a period of at least last 3years in the country in relation to the type of stores for which the quotations/tenders are being submitted.

The tenderer/supplier should attached above undertaking (i.e. mentioned in clause No.25— **i, ii & iii) on a non-judicial stamp paper of Rs.10/- Duly attested by the notary otherwise quotation shall be summarily rejected.**

- 26. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.
- 27. 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 arbitration shall be at AIIMS.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed if under and any statutory modification 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 arbitrations on in the event 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.

- 28. 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.
- 29. 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 Force Majeure, 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.

30. The tenderer shall furnish following certificates invariably along with technical bid, as applicable, otherwise, quotation shall be summarily rejected.
  - a) A declaration by the proprietor of the firm, in case, the firm is proprietorship firms **on non- judicial stamp paper or worth Rs.100/- duly attested.**
  - b) An attested copy of partnership deed duly registered by the Registrar of firm, in case, of partnership firm.
  - c) An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo & signatures of all Directors.
31. A proof of ownership/partnership shall be submitted along with verification of address, telephone number and Fax number. A surprise visit to the premises by the representatives of the Institute shall be made to assess the firm's capacity and standing.
32. Sample of the item in original packing, duly labelled (printed and sealed having date of manufacturing, date of expiry, manufactured by with batch No. wherever applicable, should be attached with the Techno Commercial Bid Part-I. **Those tenders received without sample will be summarily rejected and no correspondence will be entertained in this regard.**
33. The tenderer are required to quote their rates on Price Bid/Financial Bid(**Schedule – C**)provided with the tender.
34. The percentage of Sales Tax (Now called as VAT) to be charged be clearly mentioned in **Schedule -C** along with rates.
35. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.
36. The tenderer should submit statement of financial Accounts from their bankers/chartered accountants. The name of the bank/firm along with full address is to be furnished on their firm's letterhead.
37. The tenderer is also required to submit performance report(s) from other similar organizations where the firm is registered for supply of Ball Point Pen. The firm should also submit list of organization where Ball Point Pen have been supplied failure to comply this clause will lead to rejection of their bid.
38. **SELECTION WILL BE MADE PURELY ON SAMPLE AND QUALITY BASIS. SAMPLES SHOULD BE GIVEN IN ORIGINAL PACK ONLY AND IT SHOULD BE SUBMITTED WITH TECHNO-COMMERICAL BID. IT MUST BE NECESSARY THAT THE RATES QUOTED IN FINANCIALBID SHOULD BE OF THE SAMPLE SUBMITTED ALONGWITH TECHNOCOMMERICAL BID.**
39. Rates should be quoted strictly as per the tender specifications and should be valid for a period of minimum two years or till finalization of next tender and any deviation from specification shall not be considered at all.
40. 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.
41. It will be the prerogative of the Examination Section, AIIMS to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the Section.
42. The Examination Section, AIIMS shall have the right to reject any tender without assigning any reason thereof who do not fulfil the pre-qualification requirement of the tender. No correspondence will be entertained in this regard.
43. Payment of the approved vendor for supply of Ball Point Pen Pad items at AIIMS shall be made through cheque or electronic clearing system. In case of cheque, the same will be dispatched through registered post/Electronic Transfer system the charges shall be deducted from their bills.

44. AIIMS may terminate the contract at any time by giving 2 weeks' notice while the firm shall be required to give 2 calendar months notice if they desire to discontinue the supply only due to force majeure giving adequate reasons thereof.
45. **THE FORWARDING LETTER/ UNDERTAKING (SCHEDULE-A) DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONG WITH TECHNO COMMERCIAL BID FAILING WHICH THE TENDER SHALL BE REJECTED.**
46. The awarded contract may be extended for further one year or its part thereof on mutual agreement of both parties.
47. **Risk Purchase Clause**  
In case of non-supply/less supply of ordered items at Examination Section, AIIMS shall have right to purchase from L-2 vendor/open market; after invoking this clause. The price difference shall be recovered from L-1 (approved vendor).
48. **THE TENDER DOCUMENTS DOWNLOADED FROM THE WEBSITE:-**  
**The bidders may download the tender document directly from the website available at [www.aiims.ac.in](http://www.aiims.ac.in) and [www.aiimsexams.org](http://www.aiimsexams.org) in such case, the bidder are required to submit the tender cost of Rs.1000/- (Non-Refundable) by way of separate demand draft drawn in favour of Director, AIIMS and bidders should specifically super scribe, "DOWNLOADED FROM THE WEBSITE" on the top left corner of the outer envelope containing Techno-Commercial 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 summarily rejected.**

**TENDERS SHOULD BE SUBMITTED IN TWO PARTS PART-I CONTAINING TECHNO-COMMERCIAL BID IN ONE SEALED COVER AND PART-II CONTAINING PRICE BID/FINANCIAL BID IN OTHER SEALED COVER. ALL THE PRE-QUALIFICATION DOCUMENTS INCLUDING EMD AS REQUIRED INVARIABLY BE ACCOMPANIED WITH THE TECHNO-COMMERCIAL BID. TENDERS SUBMITTED WITHOUT FOLLOWING AS PRESCRIBED ABOVE WILL BE SUMMARILY REJECTED.**

**Note:-**

- a) If the above-mentioned certificates/documents are not submitted along with the tender, such officers 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 Essential Certificate/Documents required to be submitted with the Techno Commercial Bid-Part-I (Failing which the tender shall be rejected).**

I/We now submitted herewith following documents/certificates as per tender requirement which are enclosed as per detail below:

<b>S.No.</b>	<b>Tender Requirement</b>	<b>Page No.</b>
1.	An undertaking in accordance with the Tender Clause No.12 for uninterrupted supply of approved items during currency of the contract (on an non-judicial stamp paper of Rs.10/- & attested by notary)	
2.	EMD/Bid Security (as per Clause No.14)	
3.	Sales tax (now called as VAT) registration certificate (as per clause no.22)	
4.	A certificate on firm's letterhead stating that up to 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 and Taxes. (as per Clause no.22)	
5.	Fall clause declaration, Non-black listing declaration, Experience of Business in relation to the type of Stores for a period of at-least last 2 years (these undertaking should attach on an non-judicial stamp paper of Rs.10/- & attested by notary (as per clause no.25)	
6.	Declaration regarding proprietorship/ partnership/ Pvt. Ltd (as per clause no.30)	
7.	Samples with their brands name (as per clause no.32)	
8.	Statement of Accounts for the last three years (2013-14, 2014-15 and 2015-16 (as per clause no.36)	
9.	Performance report and list of organizations where the material have been supplied in the last 2 year(as per clause no.37)	
10.	Schedule –A (as per clause no.45)	



**PRICE BID/FINANCIAL BID (SCHEDULE -C)**

**QUOTATION FOR SUPPLY OF BALL POINT PEN FOR THE EXAMINATION SECTION,  
AIIMS, NEW DELHI – 110 608**

<b>1.</b>	Name and address of the firm	
<b>2.</b>	Telephone No./Fax No. & e-mail address	
<b>3.</b>	Rate	

<b>S. No.</b>	<b>Items</b>	<b>Specification</b>	<b>Rates per unit (Rs/P)</b>	<b>VAT @ as extra (Rs./P)</b>	<b>Total cost per unit</b>
1.	Ball Point Pen	<b>Pen Length</b> : Standard size <b>Pen Body</b> : Plastic <b>Ink Colour</b> : Black & Red <b>Quality of Ink</b> : Non-smudging and quick dry <b>Ball Point size</b> : 0.5 - 0.8 mm <b>Pen Body shape</b> : Round body without grip <b>Pen Colour</b> : Transparent <b>Other Features</b> : No labels on pens and packing <b>Packing Mode</b> : <b>5 Pens in pack, 25 Pens = containing 5 sets of pens each, 100 pens containing 4 packets of 25 pens each</b> <b>Packing material</b> : Standard Packing			

**TERMS & CONDITIONS:**

All terms and conditions as mentioned in the tender document are acceptable to the firm.

**Name & Signature of the authorized person**\_\_\_\_\_

**Seal:**