

**Tender No: 252/Stores/Path & Lab/RC-154/2016-17/01, Dated: 25/10/2016**



**All India Institute of Medical Sciences,**

**Bhopal- 462020, Madhya Pradesh Tele: 0755- 2672318,**

email: [stores@aiimsbhopal.edu.in](mailto:stores@aiimsbhopal.edu.in)

Website: [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in)

**Notice Inviting Tender**

**“Award of Rate Contract for supply of Reagents for 6 part Hematology Analyzers Model No: BC-6800 (Mindray Make) for Pathology & lab Medicine Department”**

S.No	NIT No.	Start Date & Time
1	Tender Specification No:	Tender No: 252/Stores/Path & Lab/RC-154/2016-17/01, Dated: 25/10/2016
2	Description	Award of Rate Contract for supply of Reagents for 6 part Hematology Analyzers Model No: BC-6800 (Mindray Make) for Pathology & lab Medicine Department
3	Cost of Tender Form Non - Refundable	Rs. 1050/-
4	Start Date for downloading or sale of Tender.	25/10/2016
5	Last Date for downloading or sale of Tender.	01/11/2016
6	Pre- bid Conference Date:	27/10/2016 at 15:00 Hrs. Office of Stores Officer, 1st Floor, Medical College Building, AIIMS Bhopal.
7	Last Date for submission of Tender. (Place where Tender box is kept.)	01/11/2016,Upto 14:00 Hrs. Office of Stores Officer, 1st Floor, Medical College Building, AIIMS Bhopal.
8	Date of opening of Technical Bid.	01/11/2016 at 15:00 Hrs. Office of Stores Officer, 1st Floor, Medical College Building, AIIMS Bhopal.
9	Earnest Money Deposit	Each tender should be accompanied with an EMD/bid security amounting to Rs.64000/-only (rupees Sixty Four thousand only) by way of Banker cheque/FDR demand draft drawn in favour of “Director, AIIMS, Bhopal”, failing which the tender shall not be considered for acceptance and will be out rightly rejected no interest is payable on EMD/bid security. EMD/Bid Security of the registered firms, who fulfills pre-qualification requirements, would be retained till the firm is registered at AIIMS for the supply of items.

Seal & signature.....

Note:-

The details of tender terms & conditions are mentioned in Tender Form. Tender Form can be purchased from Office of Stores Officer, AIIMS Bhopal by paying Cost of Bid Document of **Rs.1050/.**(Non Refundable)inclusive of VAT@5% through Banker's Cheque/ Demand Draft of any Scheduled National Bank drawn in favour of **"DIRECTOR, AIIMS, BHOPAL"**. Payable at Bhopal or downloaded from website [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in).

The ( Bid Document consisting of specifications, the schedule of quantities of Consumables to be supplied and installed set of terms and conditions of the contractor be complied with and other necessary documents) those who download the tender document from website should enclose a DD of Rs. 1050/-Along with their tender bid as a cost of Tender Form (NON-REFUNDABLE INCLUSIVE OF VAT@ 5%)by way of separate demand draft drawn in favour of **"DIRECTOR, AIIMS BHOPAL"** The same should essentially be enclosed along with the technical Bid. With the technical Bid the bidder. The bidder should specifically superscribe, **"DOWNLOADED FROM THE WEBSITE"** on the top left corner of the outer envelope containing Technical bid & price bid separately. In no case the tender Cost fee.

**Deputy Director (Admin)**  
**AIIMS BHOPAL**

Seal & signature.....

## Chapter I

### **Instruction to bidders**

All India Institute of Medical Sciences, Bhopal, Madhya Pradesh, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed Tenders for supply of the following item(s) at the institute. You are requested to quote your best offer along with the complete detail of specifications, terms & conditions.

The bidder should send the tender bids in sealed cover addressed to the Store Officer, All India Institute of Medical Sciences, Bhopal superscripted with tender number and complete in all respects latest by 01/11/2016. The bid will be opened on the same day at 01/11/2016 in the Store Office, Medical College Building, 1st Floor, All India Institute of Medical Sciences, Bhopal. The bid document received after the scheduled date and time will be rejected outrightly.

1. The tender is in **single Tender Enquiry**.
2. The bid will be opened on the designated place by the Tender Opening Committee.
3. Therefore the bidder should submit the technical bid and the financial bid in single envelop, sealed covers superscribed **“Award of Rate Contract for supply of Reagents for 6 part Hematology Analyzers Model No: BC-6800(Mindray Make) for pathology & lab Medicine department”**
4. **COST OF TENDER FORM:** Rs. **1050/-**(Rupees One Thousand Fifty Only) Non Refundable inclusive of @5%VAT.
5. **EARNEST MONEY DEPOSIT:** Each tender should be accompanied with an EMD/bid security amounting to **Rs.64000/-only (rupees Sixty Four thousand only)** by way of demand draft drawn in favor of “Director, AIIMS, Bhopal”, failing which the tender shall not be considered for acceptance and will be outrightly rejected. No interest is payable on EMD/bid security.

**Seal& signature.....**

## **Chapter-II**

### **Conditions of Contract**

**Tender No:** Tender No: 252/Stores/Path & Lab/RC-154/2016-17/01, Dated: 25/10/2016

#### **General Terms and Conditions**

The Tenderer should bifurcate their bid (Quotation) in two part envelope:-

1. First part (First Envelope) is to contain all Technical details as required in T & C of Tender and relevant technical specification. Commonly known as(Technical Bid).
2. Second Part (2<sup>nd</sup>Envelope) should contain only the price bid Quotation commonly known as Financial Bid.
3. The Technical Bid (First Envelope) and the Financial Bid(2<sup>nd</sup> Envelope ) should be sealed by the tenderer in separate covers duly superscribed as below and both these sealed covers are to put in a bigger cover and sealed duly superscribed the following matter as already written on both covers sealed in bigger cover.
  - a) Reference of Tender No:
  - b) Tender: regarding:
  - c) Due date for submission of the tender:
  - d) Due date for opening of the tender:
  - e) Name of the firm:

Please note that prices should not be indicated in the Technical bid. The pre-qualification documents including E.M.D/ Bid security as required in the tender document as required in the tender document should invariably accompany the technical bid.

#### **1. Preparation and Submission of Tender:**

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 up to last Quater 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.

Hand written quotations shall be accepted at bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.

All the consumables quoted should be supplied along with the original catalogue with detailed data sheet.

**Seal& signature.....**

## **2. Signing of Tender:**

All the duly filled/completed pages of the tender should be given serial /page number on each page and signed. The individual signing the tender or other documents connected with contract must specify whether he sign as:

1. A sole proprietor of the concern or constituted attorney of such sole proprietary.
2. A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
3. Director or a principal officer duly authorized by the Board of Directors Of the Company, if it is a company.

### **N.B.**

1. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
2. In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
3. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Bhopal may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
4. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

## **3. Opening of Tender**

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

## **4. Validity of the bids:**

The bids shall be valid for a period of 120 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

## **5. Right of acceptance:**

AIIMS, Bhopal reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Bhopal also reserves the rights to accept all the reagents in the given tender or only part of it in any given schedule without assigning any reason. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

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## **6.. Expiry Date:**

1. Of Each consumable which would be supplied should not be less than **six months** on the date of delivery failing which the same will be summarily rejected(in exceptional few cases with short expiry )
2. Short-life items (which have a life-period of Six months or less), should not have passed  $\frac{1}{4}$ th life at the time of supply. Except Item no. 11 shown in Chapter 5 Financial Bid
3. In respect of items not covered by above clause (1) , items should not be older than 4 months from the date of manufacturing at the time of supply

**7.THE CONTRACT:** The rates approved shall remain valid for initial **one year period and shall be extendable for another year on mutual agreement basis.** The laws of the Government of India shall govern this contract. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

## **8. Performance Security:**

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of contract amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank/Schedule Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhopal" within 15 days from the date of issue of NOA. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt issued by Nationalized Bank/Schedule Bank. Performance Security will be valid till 60 days beyond completion of all contractual obligations (including warranty period, if applicable) under the contract.

## **9 .Delivery Period:**

The successful bidders should strictly adhere to the following delivery schedule supply, should be effected within **Four weeks from the date of supply order** and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter.

## **10. Packing and Marking:**

The packing for the Consumables by the supplier should be strong and durable and Two copies of packing list identifying contents of each package.

## **11. Liquidated Damages**

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame (s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to **0.5% of contract value per week of delay or part thereof on delayed supply of the quoted price. Once maximum 10% of contract value of delayed supply is reached, Purchaser may consider termination of the tender.**

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**12. After Sales Service:**

After sales service center should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder.

**13. Fall Clause**

1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
2. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central of State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing Authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
3. If at any time during the period of contract, the supplier quotes the sale price of such consumables or sells such consumables to any other State Govt. / DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the consumables supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation however reduction shall not apply to :-
  - a) Export by the supplier
  - b) For all contracts entered into prior to the date of the tender or for any backlog of pending orders.
4. Within six months of the commencement of the rate contract and at the rate contract period a certificate in the following forms will have to be submitted by the supplier :-

“I/We certify that the stores of description identical to the store supplied to the AIIMS Bhopal, under the contract herein have not been sold by me/us to any other State Govt. / Central Govt. / DGS&D / Public Undertaking/ Autonomous Body under government during the period of the rate contract of AIIMS Bhopal under the contract / except for the quantity of under sub-clause (a) & (b) of the clause 03.”

**14. Authorization**

It must be mentioned clearly whether tenderer is a manufacturer/sole distributor/sole agent for the items for which he is quoting.

In case of procurement from single source or items of proprietary nature the following documents are attached:-

**Seal& signature.....**

1. Latest proprietary article certificate from the manufacturer in original or notarized in the following format:-
2. This is to certify that (Name of product) is/are our proprietary product and manufactured only by us”
3. Sole authorized distributor certificate from the manufacturer in original or notarized in cases, where manufacturer is not supplying the product directly but through a distributor.
4. A certificate from the supplier that the item has been sold at price lower than that quoted to PEC during that financial year. Reasonability of price may be ensured in single tender purchase

**15. FORCE MAJEURE:**

- a. If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.
- b. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Bhopal party may, at least option to terminate the contract

**16. Insolvency etc.:**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Bhopal shall have the power to terminate the contract without any prior notice.

**17. Breach of Terms and Conditions:**

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Bhopal. In that event the security deposit shall also stand forfeited.

**18. Subletting of Work:**

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Bhopal, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

**Seal& signature.....**



**19. Right to call upon information regarding status of work:**

The AIIMS, Bhopal will have the right to call upon information regarding status of work/ job at any point of time.

**20. Terms of payment:**

100% payment will be released after the successful supply & acceptance after completion of the **CRC (Consignee Receipt Certificate )**. No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within a week of the date of rejection at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice

**21. Sales Tax/VAT**

If a Bidder asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth -with to the purchaser. The bidder should provide copy of VAT registration certificate. THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'

**22. Arbitration**

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision of Sole Arbitrator to be appointed by the Director, AIIMS, Bhopal. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator.

In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

**23. Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in Bhopal, Madhya Pradesh and all obligations hereunder shall be subject to the jurisdiction of Civil Court Bhopal

**24. Parameters and Technical Specifications for Executing the Work:**

1. Participant manufacture/companies having own manufacturing units or their authorized dealer can only participate. Proof of manufacturing is to be attached.
2. Tenderer must provide evidence of having supplied to reputed government / reputed private organizations in India including at least one government institution.
3. **AIIMS, Bhopal also reserves the rights to accept all the Reagents, consumable & Control in the given tender or only part of it in any given schedule without assigning any reason.**

Seal& signature.....

4. The delivery of the items will have to be made to destination to the consignee.
5. No transportation and cartridge charges will be provided for the same.
6. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.
7. Expiry Date of Each consumable which would be supplied should not be less than six months on the date of delivery failing which the same will be summarily rejected

**25. SPECIAL CONDITIONS:**

1. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidders should also submit a certificate from the relevant authority as to the quality of the equipment/Instrument/Consumable.
3. The bidder should not have been blacklisted before certificate to be enclosed on Rs.100/- Non judicial Stamp.

**Seal & signature.....**

## Chapter - III

### Contract Form-A

#### **PARTICULARS FOR PAYMENT SUCCESSFUL/UNSUCCESSFUL BIDDER Details of RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

1	Name of the Bidder	
2	Permanent Account No (PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque.	
	j) Type of Account	
k) Account No.		
4	Email id of the Bidder	

Seal & signature.....

## **Form-B**

### **TENDER TECHNICAL INFORMATION AND UNDERTAKING (Tenderer may use separate sheet wherever required) (In separate sealed Cover-I super scribed as "Technical Bid")**

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-Commercial bid
1	Name & Address of the manufacture and their authorized dealers/ distributors/ Agency with phone number, email, name and telephone/mobile			
2	Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	Relevant document		
<b>A</b>	<b>About the tender Offer</b>			
3	A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.	Undertaking authorization letter		
4	Whether each page of NIT and its annexure have been signed and stamped	Please check before sealing Envelope.		
<b>B</b>	<b>Other Relevant Information required</b>			
5	Permanent Account Number	Copy of the PAN Card		
6	Please attach copy of last three years of Income Tax Return certified by CA	Please attach copy, with self attestation & rubber stamp		
7	VAT Registration Certificate	Please attach copy, with self attestation & rubber stamp		
8	Acceptance of terms & conditions attached (Yes/No).	Please sign each page of terms and conditions in token of acceptance and submit as part of tender document with technical bid.		
9	Annual Turnover & balance sheet of last three years duly certified by C.A.	Please attach copy, duly attested.		
10	An Affidavit duly Notarized on Stamp Paper worth of Rs. 100/- in clear and un-ambiguous language that the Tenderer has never been black listed/no criminal case pending by any of the organization with whom, it had dealing for supply of similar items during last five years nor has been penalized for inferior or poor quality in supply must be accompanied with Technical Bid Envelope			

11	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organization or DGS&D rate in recent past.	Attach Certificate on Letter Head.		
12	Any other information important in the opinion of the tenderer.			
13	Kindly mention the total number of pages in the tender document.			

**Note:**

1. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
2. In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without any notice.

**Signature of the Tenderer**

**(With stamp of firm)**

**Date:**

**Place:**

**Seal& signature.....**

**Declaration by the Tenderer:**

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. All Document/photo copies enclosed to Tender documents have been attested by me.
5. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding purchase of Reagents & Consumable Item. I/we agree to abide them.
6. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

**Place:**.....

**(Signature of Tenderer with seal)**

**Date:**.....

**Name:**

**Address:**

**Seal & signature**.....

## Chapter-IV

### **“Award of Rate Contract for supply of Reagents for 6 part Hematology Analyzers Model No: BC-6800 (Mindray Make) for Pathology & lab Medicine department”**

#### FINANCIAL BID

**(In sealed Cover-II super scribed “Financial Bid”)**

Sr.No	Description	Specifications	Req.Qty	Unit Rate in Rs.	Taxes (if applicable) VAT / Sales Tax/etc in INR	Total Unit Price (including all taxes)	Total Price (incl. tax)
1	2	3	4	5	6	7	8 = 7x4
1	M-68 DS Diluent	20 Ltrs/Per Pack	72 Packs				
2	M-68 LD Lyse	1Ltr x4/Per Pack	24 Packs				
3	M-68 FD Dye	12 ml x 4/ Per Pack	20 Packs				
4	M-68 LB Lyse	1 Ltr x 4/ Per Pack	25 Packs				
5	M-68 LH Lyse	1 Ltr x 4/Per Pack	10 Packs				
6	M-68 DR Diluent	1 Ltr x 4/Per Pack	12 Packs				
7	M-68 FR Dye	12 ml x 4/Per Pack	10 Packs				
8	M-68 LN Lyse	1 Ltr x 4/Per Pack	08 Packs				
9	M-68 FN Dye	12 ml x 4 /Per Pack	08 Packs				
10	Prob Cleaner	50 ml/Per pack	60 Packs				
11	Hematology Control	6 x 4.5 ml/Per pack	12 Packs				

1. Rate should be destination basis (FOR-AIIMS, Bhopal).
2. Purchaser has right to place the purchase order as per requirement.
3. Requirement is tentative and can be increased /depending upon actual requirement of the above noted items.

**Seal & signature.....**

## Chapter -V

### MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To

The Store Officer,  
All India Institute of Medical Sciences  
Bhopal-462020

Dear Sir,

TENDER: \_\_\_\_\_.

I/we, \_\_\_\_\_, am/are established and reputable manufacturers of \_\_\_\_\_, having factory at \_\_\_\_\_ and \_\_\_\_\_, hereby authorize Messrs. \_\_\_\_\_ (name and address of agents) on our behalf to bid, negotiate and conclude the contract with you against Tender No. \_\_\_\_\_ for the above goods manufactured by us. No company or firm or individual other than Messrs. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm on our behalf. The authorization shall remain valid for entire period of contract including extension period if any on mutual consent. \_\_\_\_\_

Yours faithfully,

(Name)

For and on behalf of Messrs. \_\_\_\_\_

(Name of manufacturers)/Principal.

Seal & signature.....



## Chapter -VI

### **“Award of Rate Contract for supply of Reagents for 6 part Hematology Analyzers Model No: BC-6800 (Mindray Make) for Pathology & lab Medicine department”**

**Tender No. Tender No: 252/Stores/Path & Lab/RC-154/2016-17/01, Dated: 25/10/2016**

## UNDERTAKING

**FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN HIS TENDER DOCUMENT  
(To be executed on Rs. 100/-Non-judicial Stamp Paper duly attested by Public Notary)**

To,  
The Director,  
AIIMS Bhopal, Saket Nagar,  
Bhopal-462 020 (MP),  
India

Sir,

1. The undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply the approved awarded items in the approved prices to AIIMS Bhopal, during the Rate Contract period under this contract.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhopal, India (herein after called the said Officer) as regard to the quality and kind of article shall be final and binding on me.
4. The successful tenderer will be required to furnish a Performance Security Deposit of 10% of contract amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank/Schedule Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhopal" within 15 days from the date of issue of NOA. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.
5. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.

**Seal & signature.....**

6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.If I/We fail to supply the stores in stipulated period the AIIMS Bhopal hospital has full power to compound or forfeit the Bid Security/Security Deposit.
7. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.
8. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for initial one year period from the date of approval of the rate contract.
9. I/We undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.
10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per sample/catalogue/technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. Institutions in India for the same items during the current Financial Year.
13. Affidavit regarding No CBI inquiry/FEMA/Criminal proceeding/Black listing is pending or going on against the manufacturer/Bidder firm is also enclosed. None of my relative is posted /working in AIIMS Bhopal. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
14. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs.
15. I/we also offer to supply the stores at the prices and rates not exceeding those mentioned in the Financial Bid.

**Seal & signature.....**



**All India Institute of Medical Sciences,**

**Bhopal- 462020, Madhya Pradesh Tele: 0755- 2672318,**

email: [stores@aiimsbhopal.edu.in](mailto:stores@aiimsbhopal.edu.in)

Website: [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in)

**“Award of Rate Contract for supply of Reagents for 6 part Hematology Analyzers Model No: BC-6800 (Mindray Make) for Pathology & lab Medicine department”**

**CRIMINAL LIABILITY UNDERTAKING**

(To be executed on Rs.100/- Non-judicial Stamp Paper duly attested by Public Notary)

I/We.....S/o.....Resident  
of:.....

Do solemnly pledge and affirm: .....

1. That I am the proprietor /partner/authorized signatory of M/s. ....
2. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against my firm.

Name & Signature

Seal of the participating Bidder  
Company

Date:

Place:

Affirmation/Verification:

Seal & signature.....