

Ref. No.AIIMS/BTI/Tender/

Date

From

Executive Director
AIIMS -Bathinda

To

M/s Medihealth,
16-A, Calibre Plaza,
Bhadhaur House, Ludhiana - 141001

Dear Sir

1. This institute is interested in supply and commissioning following consumables for for AIIMS Bathinda.

S.No	Reagent/Consumable	Pack Size	App. Annual Qty Required
1.	Diaclon ABO/Rh for Newborns DVI -	4 x 12T	100
2.	ID-DiaCell ABO (Set of 4 vials A1, A2, B,O)	4 x 10ml	150
3.	DiaClon ABO/D + Reverse Grouping	4 x 12T	500
4.	LISS/Coombs Cards	288T	200
5.	ID-Diluent 2	1 x 500ml	40
6.	ID-DiaCell ABO/ I-II-III (Set of 6 vials A1, A2, B/I,II,III)	6 x 10 ml	12
7.	ID-DiaCell I-II-III (Set of 3 vials for IAT and NACL test R1wR1, R2R2, rr)	3 x 10 ml	18
8.	ID-Diacell Pool (2 pooled cells for IAT test R1R2, R2R2)	1 x 10 ml	12
9.	ID-DiaPanel	11 x 4 ml	18
10.	Coombs Anti-IgG	4 x 12T	20
11.	DC-Screening I	1 x 12T	20
12.	DC-Screening II	1 x 12T	20
13.	DAT IgG-Dilution	1 x 12T	20
14.	DAT IgG1/IgG3	1 x 12T	20
15.	ID-Papain	1 x 10 ml	10
16.	DiaCidel	1 x 10 ml	5
17.	Albumin 6%	1 x 10 ml	15
18.	DiaClon Rh-Subgroups + K	4 x 12T	15
19.	ID-Partial RhD Typing Set	1 x 12T	1
20.	DiaClon Anti-K	1 x 12T	15

DR. SUSHANT KUMAR MEINIA

Associate Professor

Dept. of Transfusion Medicine & Blood Bank

AIIMS Bathinda

DR. SIRAT

Assistant Professor

Dept. of Transfusion Medicine & Blood Bank

AIIMS Bathinda

21.	NaCl, Enzyme Test and Cold Agglutinins	288T	50
-----	--	------	----

The rate contract shall be valid for 2 years initially and further extendable upto 05 years on satisfactory performance.

2. You are invited to send us a Proforma Invoice from the Principals. The proforma Invoice should be in triplicate and in the name of the Executive Director, AIIMS Bathinda but the papers may please be posted at the address given above. The latest hour and date of receipt of the offer is _____.

3. Only manufacturers or their sole authorized distributors/sole agents are entitled to submit the Proforma Invoice from the Principals, otherwise tender shall not be considered. All offers other than those from the manufacturers should be supported by an authority letter from the manufacturers authorizing the firm to tender of their behalf. Certificate or a photo state copy thereof to the effect that you are the manufacturers of the equipment/authorized sole distributors or sole agents for manufacturer on whose behalf you are quoting must be included in the documents.

The tender should meet the following criteria:

(i) The tenderer must be a manufacturer or his authorized agent (specifically against the tender for the subject goods) and should have successfully executed contracts for similar and/or identical goods in the past three years prior to the date of tender opening. In support of this, the tenderer shall furnish performance statement in the enclosed Annexure I.

(ii) The tenderer meeting the above requirements, except for successful execution of contract for the last three years, may also participate in the tender process, provided they have valid ongoing collaboration Agreement with a manufacturer who, in turn fully meets the criteria specified in clause (i) above and provided also, the tenderer furnishes an undertaking jointly executed by it and the collaborator for the satisfactory designs, manufacturing, erection, commissioning and performance of the goods and services offered including all warranty obligations.

4. (a) The detailed technical specifications are given in Annexure 'C'.

(b) Technical specifications are intended to be descriptive only and not restrictive.

5. The tenderer shall give a list of hospitals in India where their consumables are supplied. The Institute reserves the right to inspect such hospitals and see actual performance of such consumables. The institute may also ask for demonstration of the consumables in the Institute at the time of technical evaluation, which shall be mandatory.

6. BID GUARANTEE AND SECURITY:

The tenderer is required to furnish Bid Guarantee and Security as per item 5 in Annexure 'A'

7. CONVERSION TO SINGLE CURRENCY:

To facilitate evaluation and comparison, the purchaser will convert all bid prices expressed in the amount of various currencies in which the bid price is payable to the Indian rupees at the BC selling market rate of exchange established by the State Bank of India, for similar transactions as on the last date of submission to tenders.

8. MERGER/ACQUISITION OF FOREIGN PRINCIPAL:

In case of merger of Foreign Principal with another Firm or acquisition of Foreign Principal by another firm, it shall be obligatory for the New Entity so formed after the merger or the acquiring Firm, as the case may be, to take over all the duties and obligations/liabilities of the Foreign Principal and the New Entity/Acquiring Firm would ipso facto become liable for all acts commission or omission on the part of original Foreign Principal.

Agent, failing which the Foreign Principal would ipso facto become liable for all acts of commission or omission on the part of new Indian Agent.

9. CLARIFICATION OF BIDDING DOCUMENTS:

A prospective bidder requiring any clarification of the tender documents may be notify the purchaser in writing or by telex or cable at the purchaser's mailing address indicated in the invitation for tenders. The purchaser will respond in writing to any request for clarification of the bidding documents which it receives not later than 10 (ten) day prior to the deadline for submission of bids prescribed by the purchaser. Written copies of the purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

10. AMENDMENT OF BIDDING DOCUMENTS:

10.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

10.2 The amendment will be notified in writing or by telex or cable to all prospective bidder which have received the bidding documents and will be binding on them.

10.3 In order to afford prospective bidders reasonable time which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for the submission of bids.

11. DETAILED INSTRUCTIONS FOR SUBMISSION OF TENDER:

Any effort by bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bidder's bid and also banning of business dealings with the bidder for a period of three years from the date of such ban.

12. The instructions for the preparation and submission of the tender and the terms and conditions of the tender are given in the enclosed Annexure 'A'. Tenderers must not carefully that any infringement of the specific requirement contained therein may invalidate the tender.

13. This tender form is not transferable.

14. This tender form consist of pages 1 to 28 pages. This tender form along with covering letter and Annexure should be returned to the institute along with offer letter/technical bid.

15. Offers not on the prescribed form shall not be considered.

Executive Director


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
MAS Bathinda


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
MAS Bathinda

ANNEXURE 'A'

INSTRUCTION TO TENDERERS AND TERMS AND CONDITIONS OF THE TENDER

1. Only Manufacturers or their sole authorized distributors/sole agents are entitled to submit the Proforma Invoices.
2. The tender shall be prepared and submitted as per Para 27 of this Annexure.
3. A person signing the tender form or any other document forming part of contract on behalf of another shall be deemed to warranty that he has authority to bind such others and if on enquiry it appears that the person so signing had no authority to do so, the purchaser, may, without prejudice to other civil and criminal remedies against the contract, hold the signatory liable for all costs and damages and forfeit Earnest Money.
 - 3.1 Rates and Service charges should not be quoted in the technical bid.
 - 3.2 All pages of the technical bid/price bid shall be page numbered. In case of triplicate copies, separate copies shall be page numbered separately.
4. Tenders/Proforma Invoices not accompanied by detailed information as required, are liable to be rejected.
5. **EARNEST MONEY DEPOSIT/BID SECURITY AND PERFORMANCE BOND/BANK GUARANTEE:**
 - (a) The tender must be accompanied with a Bid Security Declaration in place of Bid Security/EMD as per Office Memorandum No. 9/4/2020-PPD dated 12 Nov 2020 by Ministry of Finance, Government of India.
 - (b) Bids not accompanied by Bid Security Declaration as stated above shall be summarily rejected.
 - (c) Earnest money/security deposit/ any other sums/declarations of the tenderers lying with the institute in connection with any other tender/case will not be considered against this tender.
 - (d) The successful tenderer shall be required to furnish a contract performance guarantee bond in the shape of bank guarantee (as per Annexure E) or FDR/TDR (pledged in favour of Executive Director AIIMS Bathinda along with the undertaking as at Annexure E-1) for an amount equivalent to 3% of the FOB value, or as the case may be, of the equipment toward the execution of the agreement and the warranty. The term equipment, wherever used, means the main equipment and the electrical, civil and any other miscellaneous work done in the turnkey project. The bank guarantee or FDR/TDR should be valid for 26 months the Bank guarantee for 3% of the FOB value shall be submitted within a period of 30 days after the placement of

supply order failing which the order will be liable to be cancelled and the Earnest money forfeited.

- (e) The successful tenderer will submit the Bank Guarantee equivalent to 3% of the FOB value in case of CMC, as the case may be, to cover the service contract period after the expiry of guarantee/warranty period of 26 months or as indicated in Annexure C or extended period on account of penalty. Bank guarantee mentioned in para 5 (d) above will be returned on quantity offered and the tenderers shall be required to supply the same at the rate quoted. The Institute reserve to itself the right to accept or reject any or all the tenders without assigning any reason thereof.

6 Printed or cyclostyled or such terms and conditions of the tendering firms not appearing in the body of the tender will not be considered as forming part of the tender.

7. CUSTOM CLEARANCE:

The consumable requiring import from abroad will be imported under the OGL scheme, for which tenderer will ensure before shipment takes place, that the consumable, in question, can be imported under the said scheme.

- I. The consumable will be got cleared from the Custom by the tenderer at their own cost (if mentioned so in Supply Order or Proforma Invoice). demurrage if any will be borne by the tenderer.
- II. It will be the responsibility of the tenderer to pursue any claims with the Customs authorities/insurance company/cargo operators and transporters, as may arise, at any stage.
- III. The N.M.I.C. (Not Manufactured in India Certificate) and the CDEC (Custom Duty Exemption Certificate) will be provided by the Institute.

8. INSURANCE

8(i) The manufacturers will ensure that the equipment is properly insured for the full C.I.F. value to cover the transit upto site of installation and the further period of storage etc. upto end of the period of installation as agreed upon. If the installation is delayed beyond the agreed date of satisfactory installation, commissioning and handing over of the equipment, then in that event any transit and storage damages which come to light after such delays, shall be at the risk and cost of the tenderers. The Tenderers/Indian Agent shall provide to the Institute, after due inspection, a detailed list of any loss or damage to the stores that may have occurred so as to enable the purchaser to file appropriate claims with the Insurance company. However, it shall be the responsibility of the Institute to prepare, lodge and pursue any claims that may arise with the insurance Companies. The manufacturers shall provide all assistance in pursuing any such insurance claims expeditiously. The manufacturers shall make free replacement, if required, in lieu of damaged/lost items, etc. regardless of the fact whether the claim is settled by the underwriters or not. The manufacturers liability shall be restricted to making free replacements/rectifications and any local expenses such as custom duty/clearance, etc. connected with such replacements shall be borne by the Institute.


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
PGIMS Bathinda


SIRAT
Assistant Professor
of Transfusion Medicine & Blood Bank
PGIMS Bathinda

8. (ii) It should be noted that if, in consideration of offer of earlier delivery, the contract is placed with a higher tenderer in preference to the lowest acceptable offer, and in case of failure to complete supplies in terms of such contract within the date of delivery specified and incorporated in the contract, the tenderer will be liable to pay to the Institute the differences between the contract rate and that of the lowest acceptable tender on the basis of the final prices FOB destination including all elements of freight, sales tax, local taxes, duties and other incidentals. This is in addition to and without prejudice to other rights of the Institute to recover all other losses and damages resulting from delayed supplies, cancellation of contract and risk purchases required to be made in case of failure to supply the stores.

9 MODE OF DESPATCH AND DELIVERY OF CONSUMABLE:

The consumables should be dispatched by road to Bathinda, Punjab (INDIA) duly insured, freight and insurance charges pre-paid. The bidder is required to undertake to deliver the consumable within the stipulated period. The delivery of consumable shall be completed within the time schedule given in the tender. This stipulated period should be strictly adhered to for implementation.

10 TRANSPORT CONDITIONS

It is the responsibility of the bidder to ensure transport under manufacturer prescribed temperature and humidity limits. Any reagent found unsuitable for use during pre-inspection examination due to improper transport conditions will be replaced by the tenderer at no extra cost

11. STEADY SUPPLY OF REAGENT LOTS

Insurer shall supply reagents of the same lot to enable steady performance of reagents. There should be no frequent reagent lot changes, unless necessitated by pressing circumstances.

12. SHELF LIFE OF CONSUMABLES

The tenderer will supply reagents with long expiry date. The reagents should have at least 3/4th of their shelf life intact at the time of delivery to the purchaser.

13. SUBMISSION OF PBG/AGREEMENT AND DEMURRAGES FOR DELAY IN SUPPLIES/INSTALLATION.

- (a) The supplier shall ensure submission of duly executed Agreement and the desired Performance Bank Guarantee within 30 days of issue of Supply Order failing which and without prejudice to its remedy under the contract the Supply Order shall stand cancelled except when specific extension is given by the Executive Director in this regard, only on request from the supplier within 30 days of the issue of Supply Order, citing valid reasons for seeking an extension which shall, in any case, be given for a maximum of 30 days. If Agreement/PBG is not supplied within the stipulated period, action as per Bid Security Declaration will be taken.
- (b) If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated demurrages, a sum equivalent to 0.5 percent (0.5%) of the contract price for each week of delay or part

thereof until actual delivery or performance, upto a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract as the case may be of the equipment including components, spares, accessories and optional items and civil, electrical and any other miscellaneous work undertaken. The acceptance of the equipment will be based on demonstration of the satisfactory working of all modes of the equipment as tested by the Institute. The Certificate will be issued by the Institute for the satisfactory completion of the supply, of the consumables in format given in Annexure - G. The suppliers will inform the purchaser in writing intimating the reasons for delay in supplying. The purchaser in his sole discretion may consider a reduction / waiver of the penalty for a period to be stipulated in writing. The material, etc. required for demonstration of satisfactory functioning of the consumable shall be arranged by the suppliers.

14. CONTRACT:

The successful bidder will be required to enter into an Agreement (please see Annexure 'D') with the Institute on a non-judicial paper of Rs.100.00 for the supply of the consumables as defined above as per specifications and terms and conditions listed in the document and agreed upon.

15. LATEST HOUR FOR RECEIPT OF TENDERS:

Your tender must reach this office not later than 2.30 p.m. on the date of opening of the tender. Tenders sent by hand delivery should be given to the Diarist in the Procurement Branch of the AIIMS Bathinda not later than 2.30 p.m. on the due date.

16. OPENING OF TENDER:

The technical bids shall be opened at 3.00 p.m. on the date of opening of the tender. You are at liberty to be present, in person or through your authorized representative, at the opening of the tender at the time and date as specified in the tender notice. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in statement to be furnished along with the technical bids. The representative should carry due authorization from the tenderer. Institute in its discretion may not allow any representative, who does not carry authorization for being present in bid opening. In the event of the day of receipt and opening of tender being a holiday for the PGI, then due date of receipt/opening of the tender will be the following.

17. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

The tendering firms should keep their offers valid for acceptance for a period of 330 days from the date of opening of the technical bids. If the firms are unable to keep their offers open


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
AIIMS Bathinda


SIRAT
Assistant Professor
of Transfusion Medicine & Blood Bank
Bathinda

for the above said period, they should specifically state the period for which their offers would remain open but they must realise that such a provision may result in the rejection of their offers, provided, however, that in the event that the day upto which the offer is to remain open is declared holiday for the AIIMS, the offer shall remain open for the following day.

18. PAYMENT TERMS :

The 100% payment will be made to supplier after receiving and inspection of the consignment ordered periodically. No payment will be made for the defective supplied items and will be returned immediately after inspection. The returned items should be immediately replaced by the supplier so that patient care is not affected.

19. The Institute shall make all reasonable and due efforts to pay the Indian Agency Commission out of the F.O.B. value to the Indian Agents at the earliest possible after satisfactory delivery and inspection of consumables in good working condition and meeting any other requirements for payment of the Agency commission. The rate of exchange applicable for converting Agency Commission into equivalent Indian Rupees shall be the T.T. selling rate prevalent on the date of releasing the documents by the Bankers. The Indian Agency Commission out of the F.O.B. value will be paid in Indian Currency (Rupees) to be the Indian Agents.

Successful tenderer shall be required to give an undertaking that a resident engineer of the company who is suitably trained to provide prompt and effective and preventive maintenance shall be posted at Chandigarh at all time during the period of guarantee/warranty as defined above as well as the service contract period for which nothing extra shall be payable by the Institute. And as well as the service contract period for which nothing extra shall be payable by the Institute. And train the _____ personnel at site at _____ for a minimum period of one month at the company's cost.

20. Tenderers are required to quote for C.I.F. _____. And also Quote CIF _____ for insurance and freight upto _____.

21. **PACKING AND MARKING :** Best trade packing suitable for safe Rail/Road/Air transit shall be used subject to packing and marking being acceptable to the Inspecting Authority.

22. **PREPARATION AND DELIVERY OF TENDER :**

This Annexure (Annexure 'A') and the other Annexures comprising the Tender documents viz. Annexure 'B' (General Questionnaire) Annexure 'C' (Detailed technical specifications), Annexure 'D' (Agreement containing terms and conditions) Annexure 'E' (format of Bank Guarantee), Annexure 'F' (Undertaking in case of Bank Guarantee is being submitted in form of FDR/TDR), Annexure 'G' (authorization letter) and Annexure 'H' (Proforma for Performance Statement) should be returned intact alongwith the Technical bid. Each page of the tender documents (Annexure 'A', 'B', 'C', 'D', 'E', 'F' and 'G' must be signed by the tenderers.

- (i)
- (a) No tender will be considered unless and until all documents are properly signed
- (b) The tender is liable to be ignored if complete information is not given therein.
- (c) All corrections must be signed by the tenderers in full.
- (d) The offers should be typed or written in ink. Offers in pencil shall be ignored.

- (e) Any tender which is not made out in the proper form or is received late after 14.30 hours on the due date shall not be considered.
- (f) Offers with any price variation clauses shall not be accepted.
- (g) Any conditional tender or any deviation from the terms and conditions of the Tender notice shall render the tender liable to rejection.
- (h) Tender qualified by such vague and indefinite expressions as 'subject to immediate acceptance', subject to prior sale shall not be considered
- (i) Telegraphic/Telex/Fax offers shall not be accepted.

(ii) Only manufacturers or their authorized sole distributors/sole Agents are entitled to submit their tenders in accordance with the technical specifications as per Annexure 'C' All offers other than those from the manufacturers should be supported by an Authority letter from the manufacturers authorizing the firm to tender on their behalf and this Authority letter must accompany the Technical Bid. Certificate or photostat copy thereof to the effect that you are the manufacturers of the equipment/authorized sole distributors or Agent for the manufacturers on whose behalf you are quoting must be included in the tender in partnership, the tenders and all other related documents must be signed by every partner of the firm.

(iii) Delivery of Tender: Tenderers should submit their tenders in two parts (Technical Bid and Price Bid) each part in separate sealed cover as under:

Technical Bids and Price Bids should each be submitted in triplicate. Technical Bids and Price Bids (each in triplicate) shall be placed in separate sealed covers duly Superscribed as Technical Bid for _____ and "Price Bid for _____ due at _____ on _____. Both the sealed bids, alongwith the Earnest Money (also in a separate scaled cover so superscribed) should be put in another envelope which will form the main cover." This main cover shall be kept in another cover and submitted addressed to this office viz. "Professor Incharge (EP) (Procurement Branch), _____. The outermost cover should be clearly superscribed "Tender for _____ due _____. On All the envelopes should bear the name and postal address of the Tenderer and shall bear the address of this office as given above. The time and date of opening of price bids will be intimated to the tenderers later, after evaluation of the technical bids. Both the bids shall be kept valid for acceptance for a period of 330 days after opening of the technical bids. The purchaser will not be responsible for any postal delay or any other cause that may lead to delay in the receipt of the documents in this office beyond the stipulated date and time The detailed instructions with respect to stated in the tender documents. Technical Bids and Price Bids are given below:-

(iv) TECHNICAL BIDS

(1) These should be in triplicate in separate sealed cover as specified above. The Annexure 'A', 'B', 'C', 'D', 'E', 'F' and 'G' of this tender form and the covering letter to the Annexure should be returned alongwith the technical bid. Tenderers should state categorically and specifically, the specifications of the equipment offered by them viz. each of the specification clauses in Annexure C attached with this tender notice and bring out clearly improvements/deviations/limitations in the equipment being offered vis-a-vis the specifications and furnish the reference page number of the catalogue/Data Sheet, if any, relating to each specifications. Specific mention should also be made that the tenderer undertakes to comply with the commercial terms and conditions and deviations, if any, in this regard.


DR. SUSHANT KUMAR MEINIA
 Associate Professor
 Dept. of Transfusion Medicine & Blood Bank
 MS Bathinda


R. SIRAT
 Assistant Professor
 of Transfusion Medicine & Blood Bank
 Bathinda

(2) The tenderer must confirm their acceptance in full of the terms and conditions relating to guarantee/warranty and uptime guarantee/warranty as contained in Para 10 and 15 of Annexure 'A' and tenderers must furnish alongwith technical bid guarantee/warranty from the manufacturers as under:-

(a) That the tenderer will supply all the operating service manual alongwith blue prints and drawing including circuit diagrams of the equipment supplied as well as its components.

(b) Guarantee/warranty that they will give free 'after sale' services during guarantee/warranty period as stipulated in Clause 10(i) or extended as the case may be.

(c) Guarantee/warranty that a Resident Engineer of the company who is suitably trained to provide prompt and effective maintenance shall be posted at _____ at all times during the period of guarantee/warranty or extended as the case may be as well as the

(3) Tenderers must attach, alongwith the Technical Bid a photocopy of the Constitution of the firm indicating Partnership Deed, if any, the name of the Proprietor/ Partners and

(4) Foreign firms quoting direct against this tender enquiry should attach, alongwith the Technical Bid, a certificate giving the name and address of their Indian Agents or their representative they have in position for servicing the equipment in India.

(5) In case the offer is from other than manufacturers, then a certificate that quantum of Indian Agency Commission mentioned by the firm in the Proforma Invoice is the same as is being charged from other Departments/Institutions for similar items and that no IAC other than that stipulated in the P/Invoice is payable by the Principals to the Indian Agent or any other person must accompany the Technical Bid.

(6) The Technical Bid must be accompanied with a statement furnishing the name and address of the representative who would be attending the opening of the tender on your behalf.

(7) The Technical Bid must be supported by detailed technical information about the equipment including a copy of the operating manual as well as the service manual.

(8) Tenderers must attach with the technical bid a categorical statement as to whether they have fully trained technical staff for installation commissioning of the equipment and efficient after sales service. The strength of the technical staff available in India be indicated alongwith the places where they are available.

(9) Specific mention should also be made that the tenderer undertake to comply with the commercial terms and conditions and deviations, if any, in this regard.

(10) Please furnish a list detailing all places in India where the same or similar consumables are supplied by the company and attach documentary evidence where possible in support of this list and also certificates of its satisfactory working from the users mentioned in the list.

(11) Please furnish the following along with the Technical Bid :-

(i) Complete printed literature, reagent kit inserts, traceability certificates for calibrators

(14) In case the offer is from other than manufacturers, then an Authority Letter from the manufacturers authorising the firm to tender on their behalf must accompany the Technical Bid.

(15) Please furnish, alongwith the Technical Bid a certificate or a photostat copy thereof to the effect that you are the manufacturers of the equipment/authorised Agent or distributors for the manufacturers on whose behalf you are quoting.

(16) Tenderers must furnish alongwith the Technical Bid the latest current valid Income Tax Clearance Certificate or attested photocopy thereof.

(vi) PRICE BIDS.

(1)

Sr.	Reagent/Consumable	App. Annual Qty Required	Unit Price	GST	Total Price
1.	Diaclon ABO/Rh for Newborns DVI -	100			
2.	ID-DiaCell ABO (Set of 4 vials A1, A2, B,O)	150			
3.	DiaClon ABO/D + Reverse Grouping	500			
4.	LISS/Coombs Cards	200			
5.	ID-Diluent 2	40			
6.	ID-DiaCell ABO/ I-II-III (Set of 6 vials A1, A2, B/I,II,III)	12			
7.	ID-DiaCell I-II-III (Set of 3 vials for IAT and NACL test R1wR1, R2R2, rr)	18			
8.	ID-Diacell Pool (2 pooled cells for IAT test R1R2, R2R2)	12			
9.	ID-DiaPanel	18			
10.	Coombs Anti-IgG	20			
11.	DC-Screening I	20			
12.	DC-Screening II	20			
13.	DAT IgG-Dilution	20			
14.	DAT IgG1/IgG3	20			
15.	ID-Papain	10			
16.	DiaCidel	5			
17.	Albumin 6%	15			
18.	DiaClon Rh-Subgroups + K	15			
19.	ID-Partial RhD Typing Set	1			
20.	DiaClon Anti-K	15			
21.	NaCl, Enzyme Test and Cold Agglutinins	50			


DR. SUSHANT KUMAR MEINIA
 Associate Professor
 Dept. of Transfusion Medicine & Blood Bank
 IIMS Bathinda


DR. SIRAT
 Assistant Professor
 Dept. of Transfusion Medicine & Blood Bank
 Bathinda

(2) The tenderers should quote the rates for the imported items as under While the F.O.B. prices quoted shall be firm, the indicated insurance and freight charges shall be on estimated basis, payable at actuals.

(i) Cost of each item (FOB value)

(ii) Total FOB value of all items.

- (iii) Indian Agency Commission payable to the Indian Agent, if any.
- (iv) Net F.O.B. value (ie, total FOB value as in (ii) above, less Indian Agency Commission as in (iii) above).
- (v) Add estimated freight and insurance upto _____ (freight and insurance however will be paid on actuals)

AND

Also quote separately after adding estimated charges of insurance upto _____ and estimated freight charges upto _____ (freight and insurance however will be paid on actuals). The custom clearance/charges, if any may be quoted separately:

(VI) Total CIF value (iv) + (v) above.

NOTE: Comparison of prices would be on the basis of the FOB inclusive of IAC

(3) Indian Agents quoting on behalf of their Principals abroad should furnish alongwith their Price Bids an original Proforma Invoice from their Principals abroad, failing which the tender shall not be considered and also furnish a copy of the Agency Agreement where applicable.

(4) Prices quoted for imported goods should not include import duty or any other tax leviable in respect of store and the same shall be chargeable at actuals on production of vouchers unless necessary exemptions are arranged by the Institute.

(5) The prices quoted for indigenous items must be FOR, _____. If any sales tax, excise duty etc. is payable the same must be quoted extra clearly failing which it will be presumed that the prices quoted are inclusive of all taxes etc. Where the excise duty is leviable on advalorem basis, tenderer should submit alongwith the tender, the manufacturers price list showing the actual accessible, value of the stores as approved by the excise authorities

(6) Any quantity discounts must be specifically indicated in the Price Bid.

(7) Indian Agents quoting on behalf of their Principals abroad on F.O.B./F.A.S./C.I.F. basis should furnish, alongwith the Price Bid:-

(I) A certificate regarding the net prices, exclusive of commission profit, etc. to be paid to their principals in foreign currency and indicate separately the amount of the remuneration commission/profit which the Indian Agents are entitled to in terms of their Agreement(s) with the Foreign Principals.

(ii) Their Principal's Proforma Invoice or Certificate indicating remuneration/commission/discount etc to be allowed in the particular transaction whether as a commission for the contract or as a general retained fee, to their Indian Agents, and the nature of the after sales service to be

rendered by Indian Agents, and also indicate whether any such payments shall be received by the Indian Agents in India or abroad with the breakup in Indian Rupees and foreign currency.

(8) The tenderer viz. the Indian Agents and/or the foreign firms should furnish alongwith the Price Bid a certificate that the rates quoted by the firm are the same as are being charged from other Government or Non-Government Departments/Institutions for similar items

(13) Indian Agents quoting on behalf of their principals abroad must attach a photostat copy of their Agency Agreement with their principals abroad regarding quantum of commission payable.

(14) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

(15) The Indian Agency Commission out of the FOB value will be paid in

Indian Currency

23. FORCE MAJEURE :

Any failure of omission or commission to carry out the provisions of this contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure or omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil/strikes, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the supplier's control including war (whether declared or not) Civil War or state of insurrection.

provided that notice of 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. the parties may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to two Arbitrators one to be nominated by the First Party and the other to be nominated by the Second Party/Third Party. Such a notice of the existence of any question dispute or difference in connection with this Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this Agreement 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 _____. The Arbitrators/Umpire shall give a reasoned award.

(2) The provision of the Indian Arbitration Act in force and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this Agreement.

(3) Upon every or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

24. JURISDICTION :

The courts at Bathinda alone will have the jurisdiction to try any matter,


DR. SUSHANT KUMAR MEINIA
Associate Professor
• of Transfusion Medicine & Blood Bank
Bathinda



dispute or reference between the parties arising out of this Agreement/contract. It is specifically agreed that no court outside and other than _____ court shall have jurisdiction in the matter.

25. Tenderer should ensure/arrange availability of reagent/consumables stock on short lead time, in case of emergency requirements of the same by the Institute.

26. Atleast one month stock of consumables/reagents must be available with the tenderer at hand at the domestic level to ensure uninterrupted supply to the Institute.

ANNEXURE 'B'

(To be returned, fully complete, with the Technical Bid)

GENERAL

QUESTIONNAIRE

- (i) This Annexure must accompany the Technical Bid.
- (ii) The tenderers must give specific answers against each of the following Questions
- (iii) Equivocal or evasive replies will render the tender liable to be ignored,

QUESTIONS :

1) Name and address of manufacture :-

2) Station/Place of manufacturer ::

3) Whether the tendering firm is are: -

i) Manufacturer

ii) Manufacturer's authorized agents

iii) Holders of stock of the stores tendered for

4) If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their manufacture are also produced in India. If not, give details of materials, components etc. that are imported and their break-up of the indigenous and imported components together with their value and proportion it bears to the total value of the stores.

5) State whether raw materials are held in stock in India sufficient for the manufacture of the stores.

6) Please state specifically whether the price tendered by you is to the best of your knowledge and belief, not more than the price permissible for you to charge a private purchaser for the same class and description of goods under the provisions of any law for the time being in force and not more than the prices you would charge from other Govt. Depts./Institutions in India. If not, state the reasons as well as the margin of profit included.

7) Please indicate the following: -

a) The precise relationship between the foreign manufacturers/principals and their Indian Agents Associates.

b) The mutual interest which the manufacturer/principals and the Indian Agents/Associates have in the business of each other.

8) Business name and construction of tendering firm. Is the firm registered under:

i) The Indian Companies Act, 1956,

ii) The Indian Partnership Act, 1932 (please give the name of partner).


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
AIIMS Bathinda


DR. SIRAT
Assistant Professor
Dept. of Transfusion Medicine & Blood Bank
Bathinda

iii) Any other act.

iv) If the firm is not registered please give the name (s) and address of the owner(s)

9 (A) Do you agree to various clauses of Para 16 of the Agreement (Annexure D) regarding Arbitration

(B) (i) In the case of partnership firms, whether registered under Indian

(iii) Whether in the partnership Agreement, authority to refer disputes Concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.

(iv) If the answer(s) to question 9(B)(iii) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer disputes Concerning business of the partnership to arbitration

(C) If the answers to either 9(B)(iii) or 9B(iv) is in the affirmative, please, furnish a copy of either the partnership Agreement or the general power of attorney, as the case may be.

Note before (1): Please attach to the technical bid a copy of the Partnership Agreement or the General Power of Attorney on either of which reliance is placed for authority of partner or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a NOTARY PUBLIC or its execution should be admitted by an affidavit drawn on properly stamped paper by all the partners.

10. Indicate clearly the guaranteed delivery/commissioning and handing over period.

11. Please state clearly the period for which your offer will be valid for acceptance beyond the date of opening of the Technical Bids (please see note below):

IMPORTANT NOTE: Tendering firms are requested to keep their offers valid for acceptance for a period of 330 days from the date of opening of the Technical Bids. If the firm is unable to keep its offer open for the specified period of 330 days, then they should specifically state the period for which their offers would remain open but they must realize that such a provision may result in the rejection of their offers.

12. Please furnish the following details:-

Indian Agent

Income Tax

Permanent Account Number :

ANNEXURE C

(To be returned with the Technical Bid)

TECHNICAL SPECIFICATIONS

S.No	Reagent/Consumable	Pack Size	App. Annual Qty Required
1.	Diaclon ABO/Rh for Newborns DVI -	4 x 12T	100
2.	ID-DiaCell ABO (Set of 4 vials A1, A2, B, O)	4 x 10ml	150
3.	DiaClon ABO/D + Reverse Grouping	4 x 12T	500
4.	LISS/Coombs Cards	288T	200
5.	ID-Diluent 2	1 x 500ml	40
6.	ID-DiaCell ABO/ I-II-III (Set of 6 vials A1, A2, B/I,II,III)	6 x 10 ml	12
7.	ID-DiaCell I-II-III (Set of 3 vials for IAT and NACL test R1wR1, R2R2, rr)	3 x 10 ml	18
8.	ID-DiaCell Pool (2 pooled cells for IAT test R1R2, R2R2)	1 x 10 ml	12
9.	ID-DiaPanel	11 x 4 ml	18
10.	Coombs Anti-IgG	4 x 12T	20
11.	DC-Screening I	1 x 12T	20
12.	DC-Screening II	1 x 12T	20
13.	DAT IgG-Dilution	1 x 12T	20
14.	DAT IgG1/IgG3	1 x 12T	20
15.	ID-Papain	1 x 10 ml	10
16.	DiaCidel	1 x 10 ml	5
17.	Albumin 6%	1 x 10 ml	15
18.	DiaClon Rh-Subgroups + K	4 x 12T	15
19.	ID-Partial RhD Typing Set	1 x 12T	1
20.	DiaClon Anti-K	1 x 12T	15
21.	NaCl, Enzyme Test and Cold Agglutinins	288T	50

The above-mentioned quantity is tentative. It may be changed as per the hospital requirement.


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
IMS Bathinda


DR. SIBA
Assistant Professor
Dept. of Transfusion Medicine & Blood Bank
IMS Bathinda

Note: This agreement is applicable to all the items tendered on or after _____

ANNEXURE-D

(To be returned with the Technical Bid)

Terms and conditions of the Agreement to be executed by successful Tenderers.

This Agreement regarding the supply of _____ made this day _____ Two thousand and _____ by and between _____ represented by Director, M/s _____ (Hospital/user) (herein after referred to as the First Party) and _____ and their agents (hereinafter referred to as the "Second Party and "Third Party" respectively) which expression shall unless specifically excluded by or repugnant to the context include their Heirs, Executors, Administrator, Legal Representatives and Assignees. The second party may nominate their agent if they so desire and inform the First Party in writing about such appointment. It is further stipulated that notwithstanding anything else in this Agreement, the Second Party shall inform the First Party in writing about the change of such agency. Further, the new agency shall remain bound by the present Agreement irrespective of any arrangement written or otherwise between the Second Party and its agents to which agreed that this Agreement will be binding on all parties collectively and separately

2.0 THE AGREEMENT :

2.1 This Agreement concerns the supply of _____
Consumables on turnkey basis to be supplied by the Second Party and Third Party according to Supply _____ Order(s)
No. _____ Dated _____

2.2 The Second Party and Third Party agree to supply the consumables within the period of 15 days after placing the order for the supply of the said consumables

2.3 MODE OF DESPATCH

The consumables with all its accessories should be despatched by _____ (India) duly insured upto _____, freight and insurance charges prepaid.

2.4 The Second and Third Party shall ensure submission of performance Bank Guarantee and duly executed Agreement within 30 days of issue of Supply Order failing which and without

prejudice to its remedy under the contract, the Supply Order shall stand cancelled, except when specific extension is given by the Executive Director AIIMS Bathinda in this regard, on a request from the supplier within 30 days of issue of Supply Order, citing valid reasons for seeking extension, which shall, in any case, be given for a maximum of 30 days. If the PBG and Agreement is not supplied, as called for within the stipulated period, the Supply Order shall be liable to be cancelled and EMD forfeited.

2.4 (a) Further, the consumables will be supplied, and handed over to the First Party in complete working order within a total period of 15 days after placing the order for the supply of the said consumables.

If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated demurrages, a sum equivalent to 0.5% of the contract price for each week of delay or part thereof until actual delivery or performance, upto a maximum deduction of 10 (ten)% percent of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract by which the supplies or their satisfactory installation, commissioning and handing over is delayed, The Second Party and Third Party will inform the First Party in writing, intimating the reasons for delay in supplying, commissioning and handing over of the equipment in satisfactory working order. The First Party at its sole discretion may consider a reduction or waiving of the penalty for a period to be stipulated in writing,

2.5 The reagent's/ consumables' operational efficiency and concepts would be fully demonstrated after job completion by the Second/Third Party for which nothing extra shall be payable by the Institute. The materials etc. required for demonstration of satisfactory functioning of the reagents/ consumables shall be arranged by the Second and Third Party,

2.6 Thorough inspection of the reagents/ consumables will be carried out by the First Party only on completion of the supply of consumable. The acceptance of the equipment will be based on demonstration of the satisfactory working of all modes of the equipment as tested by the Inspecting Authority.

2.7 This Agreement comes into effect from the date of opening of the Letter of Credit in favour of the Second Party. The Agreement will initially be valid for a **period of two years** to be counted from the date of delivery of the first consignment of consumables

2.8 On expiry of the initial **period of two years**, this Agreement may be renewed for a further period by mutual Agreement between the parties in writing. However, notwithstanding anything else stated here, the Second Party undertakes to continue to provide service and required spare parts at an agreed price for the entire life of the equipment. Further, the Second Party undertakes to provide all the circuit diagrams of the entire equipment, including all its accessories, in the event the particular model is phased out of production. It further agrees to provide and sell to the First Party all spare parts that may be needed for the remaining life of the equipment.

4. PAYMENT TERMS

4.1 100% of the FOB value shall be paid after receipt and inspection of the delivery consignment of consumables. No advance payment will be made.

4.2 The Institute shall make all reasonable and due efforts to pay the Indian Agency Commission out of the FOB value to the Third Party at the earliest possible after satisfactory receipt of consumables in good working condition and meeting any other requirements for


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
AIIMS Bathinda


S. S. RAT
Assistant Professor
Dept. of Transfusion Medicine & Blood Bank
AIIMS Bathinda

payment of the Agency Commission. The rate of exchange applicable for covering Agency commission into equivalent Indian Rupees shall be the TT selling rate prevalent on the date of releasing the documents at the time of shipment by the bankers. The Indian Agency Commission out of the FOB value will be paid in Indian Currency (Rupees) to the Third Party.

4.3 The consumables will be supplied by the Second Party or the Third Party at the designated premises of the First Party.

4.4 The octroi exemption certificate, if required, shall be provided by the First Party.

4.5 It is agreed that increase in price on account of any statutory increase or fresh imposition of customs duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the accepted tender which takes place after the date of delivery and handing over period stipulated in the contract, shall not be admissible on such of the said stores as are delivered after the stipulated date of delivery and completion. This is subject to Force Majeure clause.

4.6 It is agreed that notwithstanding anything stipulated in the contract for increase in price on any other grounds, such increase which takes place after the date of the delivery and completion stipulated in the contract shall not be admissible on such of the said stores as are delivered after the expiry of the delivery and completion period stipulated in the contract.

4.7 A certificate shall be submitted, along with the final payment bills of the tendering firm, stating whether or not they have any pending appeal/protest for refund of partial or full excise duty already reimbursed to the firm by the Institute pending with the excise authorities and if so, the nature, the amount involved and the position of such appeals. This certificate should be signed by the Managing Director/Manager/ Accountant of Second/Third Party,

5. IMPORT FORMALITIES AND CUSTOMS CLEARANCE:

5.1 The consumables requiring import from abroad will be imported under the OGL scheme, for which Second Party and Third Party will ensure, before shipment takes place, that the consumable in question can be imported under the said scheme.

5.2 It will be the responsibility of the Third Party to get the customs clearance of the consumables duty free where this dispensation is available. It will also be the responsibility of the Third Party to pursue any claims, with the customs authorities/insurance company, cargo operators and transporters as may arise at any stage.

5.3 The N.M.I.C. (Not Manufactured in India Certificate) and the C.D.E.C. (Custom Duty Exemption Certificate) will be provided by the First Party. However, the Second Party and third party will effect the shipment only after seeking confirmation regarding availability of the above from the First Party. Delays on this account will not count towards any penalty clauses in this Agreement.

5.4 The First Party shall indicate in the Supply Order whether any custom duty / excise duty exemption is available. The First Party shall make available such custom / excise duty exemption certificate. However, it shall be the responsibility of the Second and Third Party, before dispatching the consignment to ensure that such exemption certificates have become available with the First Party. Failure on this part of Second and Third party will render them liable to pay all demurrage charges which become payable.

6. INSURANCE

6.1 The Second Party will ensure that the equipment is properly insured for the full C.I.F. value to cover the transit upto site of installation (At user's premises) and to cover the further storage period etc. upto and of the period of satisfactory installation as agreed upon. If the installation is delayed beyond the agreed date of satisfactory installation, commissioning and handing over of the unit then in that event any transit and storage damages which come to light after such delays shall be at the risks and cost of the second/Third Party. The second party/Third Party will provide to the First Party, after due inspection, a detailed list of any loss or damage that may have occurred so as to enable the First Party to file the appropriate claims that may arise with the insurance company(ies). The second/Third Party undertakes to provide all assistance in pursuing any such insurance claims expeditiously. In lieu of damaged/lost items etc. regardless of the fact whether the claim is settled by the underwriters or not, the Second Party's liability is restricted to making free replacement/rectifications and any local expenses such as Customs Duty Clearance etc. connected with such replacements shall be borne by the First Party. **Not applicable in case of consumables.**

7. It should be noted that if, in consideration of offer of earlier delivery, the contract is placed with a higher tenderer in preference to the lowest acceptable offer, the tenderer will be liable to pay to the Institute the difference between the contract rate and that of the lowest acceptable tender on the basis of the final price for destination, including all elements of freight, sales tax, local taxes, duties and other incidentals, in case of failure to complete supplies in terms of such contract within the date of delivery specified and incorporated in the contract. This is in addition to and without prejudice to other rights of the Institute to recover all other losses and damages resulting from delayed supplies and of cancellation

8. GUARANTEE/WARRANTY:

8.1 The foreign suppliers and the tenderer should guarantee the consumables against defects of manufacture, workmanship and poor quality of material.

8.2 The guarantee/warranty against defects of manufacture, workmanship and poor quality of components shall be until the period of expiry of the item

8.3 The Second Party and the Third Party guarantee that the consumable being offered is of the latest generation/ technology. The Second Party and the Third Party also guarantee that they will keep the Institute informed of any upgrade of the consumable over a period of next 3 years and undertake to provide the same to the Institute at no extra cost.

8.4 The Second Party and Third Party guarantee/warranty that they will supply regularly any items of requisitioned by the purchaser if and when required on the agreed price.

8.5 The Second Party and Third Party guarantee that before going out of production of consumable/ reagents, the Second Party/ Third Party will give adequate advance notice of at least six months to the First Party

8.6 The Second Party and Third Party guarantee that the consumables supplied to the First Party under this contract shall be of the best quality.

8.7 The Second Party and Third Party guarantee that the consumables supplied will belong to the same reagent lot for a significant period. Lot changes if necessitated will be kept to a minimum.

8.8 The Second Party and Third Party guarantee that the consumables supplied will have a long expiry. The consumables shall have at least two-third of their shelf life intact at the time of delivery.


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
SS Bathinda


DR. SIRAT
Assistant Professor
of Transfusion Medicine & Blood Bank
Bathinda

The Second Party and Third Party, if called upon to do so, must replace within a period of fourteen days or such further period as may be extended from time to time by the First Party at his discretion, on an application made thereof by the Second Party/Third Party, the goods/stores/articles or such portion thereof as rejected by the First Party. In such an event, the above mentioned warranty/guarantee period of the consumable shall be extended by the time taken for these replacements. Otherwise, the second/Third Party shall pay to the First Party such demurrages as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the First Party in that behalf.

8.11 The Second Party and Third Party will submit a **Performance Bond / Bank Guarantee (PBG) for 3% of the F.O.B. value of the contract amounting to Rs. _____** **towards the execution of the Agreement The PBG should however be valid for at least 26 months.** After receipt of said bank guarantee, the First Party will return the call deposit receipt already submitted by the Second Party and Third Party as earnest money. On expiry of the warranty period, the PBG will be returned by the First Party to the Second Party and Third Party but only after the latter parties have submitted a fresh Bank Guarantee for Rs. _____ **valid till the expiry of the period of the service contract.** The fresh Bank Guarantee to cover the service contract shall be submitted at least one month before expiry of the previous Bank Guarantee and shall be for 5% of FOB value of the equipment referred to above in case of AMC and for 10 % of FOB value of the equipment referred to above in case of CMC.

14. No price revision will be accepted by the First Party during the tenure of the Agreement.

15. FORCE MAJEURE:

Any failure of omission or commission to carry out the provisions of this contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the supplier's control including war (whether declared or not), Civil War or state of insurrection, provided that notice of 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.

16. ARBITRATION :

16.1 If at any time, any question, dispute or difference whatever shall arise between the two parties upon or in relation to or in connection with this Agreement, either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two Arbitrators one to be nominated by the First Party and the other to be nominated by the Second Party/Third Party. Such a notice of the existence of any question, dispute or difference in connection with the Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this Agreement shall be deemed to have been forfeited.

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 _____ (India). The Arbitrators/Umpire shall give a reasoned award.

16.2 The provisions of the Indian Arbitration Act in force and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this Agreement.

16.3 Upon every or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

17. JURISDICTION: The courts at Bathinda alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement/Contract. It is specifically agreed that no court outside and other than Bathinda court shall have jurisdiction in the matter.

ANNEXURE - 'E'

(To be returned with the Technical Bids)

PERFORMANCE BOND (BANK GUARANTEE)

In consideration for the Executive Director AIIMS Bathinda (hereinafter called the purchaser) having agreed to release the 100% payment of net F.O.B price as per terms and conditions of a concluded Contract No _____ dated _____ (hereinafter called the contract') for supply of _____ (hereinafter called goods and services) to Messrs _____ (hereinafter called the supplier ') on submission of a Bank Guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We _____ (hereinafter called the Bank') at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract. We, the Bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and conditions contained in a said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this Guarantee shall be restricted to an amount not exceeding _____.


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
AIIMS Bathinda


DR. SIRAT
Assistant Professor
of Transfusion Medicine & Blood Bank
Bathinda

We, the Bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding,

- a) any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or
- b) the invalidity, irregularity or unenforceability of the contract or
- c) any Other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Bank, further agree that the Guarantee herein contained shall be continued one

and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Executive Director AIIMS Bathinda that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this Guarantee.

We, the Bank, hereby agree and undertake that any claim which the Bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise howsoever. We, the Bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the Bank, further agree with the purchaser that the purchaser shall have the fullest liberty or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier.

We, the Bank, lastly undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this Bank Guarantee shall be resolved as per the terms and

conditions of the contract.

Signature and seal of the bank

Place

Date

ANNEXURE - "E1

(Undertaking from the Supplier on a Non Judicial Stamp Paper of Rs. 100/- duly attested by Notary)

(To be returned with the Technical Bids)

PERFORMANCE BOND / GUARANTEE

In consideration for the Executive Director AIIMS Bathinda (hereinafter called the purchaser) having agreed to release the 100% payment of net F.O.B. price as per terms and conditions of a concluded Contract No. _____ dated _____ (hereinafter called the contract') for supply of _____ (hereinafter called the goods and services) to us i.e. Messrs _____ (hereinafter called the supplier ') on submission of a Performance Bond to the satisfaction purchaser for the due performance of the said contract.

We, Messrs _____ (hereinafter called 'the Supplier) hereby submit the FDR/TDR No. _____ issued by _____ (Name of the Bank) for Rs. _____ pledged in favour of Executive

Director AIIMS Bathinda as Performance Guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
AIIMS Bathinda


SIRAT
Associate Professor
Transfusion Medicine & Blood Bank
AIIMS Bathinda

We, the Supplier, do hereby authorize Executive Director AIIMS Bathinda forfeit this performance Guarantee amount/undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by us of any of the terms and conditions contained in said contract or by reason of our failure or omission or negligence to perform the said contract or any part thereof.

We, the Supplier, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding,

a) any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or

b) the invalidity, irregularity or unenforceability of the contract or

C) any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Supplier, further agree that the Performance Bond/Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the Executive Director AIIMS Bathinda certifies that the terms and conditions of the said contract have been fully and promptly to postpone for any time or from time to time and of the powers exercisable by the purchaser against us and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to us or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Performance Bond / Guarantee will not be discharged due to the change in the constitution of the Supplier.

We, the Supplier, lastly undertakes not to revoke this Performance Bond / Guarantee except with

the previous consent of the purchaser in writing.

The disputes relating to this Bank Performance Band / Guarantee shall be resolved as per the terms and conditions of the contract.

Signature and seal of the Supplier

Place

Date

ANNEXURE - 'F'
MANUFACTURERS AUTHORISATION FORM

To

The Executive Director

AIIMS Bathinda

Dear Sir.

Tender No.

We, _____ who are established and reputable manufacturers of _____ having factories at _____ and _____ hereby authorise Messrs. _____ (name and address of agents) to bid, Negotiate and conclude the contract with you against Tender No. _____ for the above goods manufactured by us.

We shall remain responsible for the tender Agreement negotiated by the said M/S _____ jointly and severally,


DR. SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
AIIMS Bathinda


DR. SIRAT
Assistant Professor
Dept. of Transfusion Medicine & Blood Bank
AIIMS Bathinda

No company or individual other than Messrs _____ are authorised to bid, negotiate and conclude the contract in regard to this business against this specific IFB as also for all business in the entire territory of India

An agency commission of _____ % included in the gross ex-works price is payable to Messrs _____

We hereby extend our full guarantee and warranty as per clause 15 of the conditions of

contract for the goods offered for supply against this invitation for bid by the above firm.

Our other responsibilities include:

i _____

ii _____

[here specify in detail manufacturer's responsibilities]

The services to be rendered by Messrs. _____ are as under:

i _____

ii _____

[here specify the services to be rendered by the agent]

In case duties of the agent are changed or agent is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian agent,

Yours faithfully,

[name]

Messrs. _____

for and on behalf

[name of manufacturers).

Note: This letter of authorisation should be on the letterhead of the manufacturing.

ANNEXURE G

Proforma for performance statement
(for the period of last three years)

IFB No.

Dated of opening

Name and address of the tenderer

Ordered placed by (full address of purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of contract As per actual contract	Remarks indicating reasons for delay, if any	Have the goods been functioning satisfactorily (attach documentary proof)


SUSHANT KUMAR MEINIA
Associate Professor
Dept. of Transfusion Medicine & Blood Bank
AIMS Bathinda


DR. SIRAT
Assistant Professor
Dept. of Transfusion Medicine & Blood Bank
AIMS Bathinda

1	2	3	4	5	6	7

NOTE: Please indicate major order only.

**Signature and
seal of the tenderer**