

OFFICE OF THE PRINCIPAL
MAHARANI LAXMI BAI MEDICAL COLLEGE
KANPUR ROAD, JHANSI (UTTAR PRADESH)

2015 - 16

TENDER FORM

Tender No	
Date	
Equipment Name	
Earnest Money in Rupees	
Last date for sale of tender form	
Last date & Time for submission of Tender form	
Time & Date for opening of Tender	
Place of opening of Tender	Office of the Principal, M.L.B Medical College, Jhansi
Cost of Tender Form	Rs...500.00 + VAT @ 5%Extra (Non refundable)

Principal
M.L.B Medical College
Jhansi

CHECK LIST FORMAT

The tenderers are hereby instructed to arrange and submit the following required documents as per the checklist and must mention the page numbers against each columns of the check list. They should also put the page number and sign with stamp on each paper submitted with the tender.

S.No	Name of Document	Yes/No	Page no.	
			From	To
1.	Original and duplicate tender form			
2.	Non Conviction certificate on stamp paper duly notarized and affidavit regarding lowest quoted rates in India in any government / semi govt. organization etc.			
3.	Sales tax registration and Latest return			
4.	Income tax clearance certificate/ latest return			
5.	Earnest Money			
6.	Compliance statement of desired specifications			
7.	User list along with performance report only for quoted items.			
8.	If custom duty is applicable, submit the concerned documents			
9	Agreement with the manufacturer on prescribed format			
10	US FDA & CE, ISO Certificate			
11	Original catalogue(Photostat not acceptable)			
12	Instrument / quoted model no			
13	Registration certificate of the manufacturer			
14	Full address, fax no and phone no of principal firms. All documents attached with tender form should be neat and clean and readable			
15	Other documents required for eligibility and qualification			
16	Service Center in U.P			
17	Price schedule in prescribed format .			

Siganture of tenderer with seal

Note – If tender is not submitted in above manner by the tenderer, may be treated as non-responsive& liable to be rejected.

LETTER OF SUBMISSION

Tender Notice No. _____ /

Dated:

Full Name & Address
Of the Tenderer in
Addition to Post Box No. if any should be
Quoted in all communications for the office.

Contractor's
Telegraphic Address -----

Tel. Phone No. -----
Code Used -----

From,

To,
The Principal
M.L.B Medical College
Jhansi.

Dear Sir,

I/We hereby offer to supply the stores detailed in the schedule hereafter or such portion there of as you may specify for the acceptance of tender and the price given in the said schedule and agreement to hold this offer open till----- I/We shall be bound by a communication of acceptance dispatched within the prescribed time.

I/We have understood the instructions to tenderer and the condition of contract and have thoroughly examined the specifications/drawings and / or / pattern quoted in the schedule here to and am/are fully aware of the stores required and my/our offer is to supply stores strictly in accordance with the requirement.

Yours Faithfully,

**(Signature of Tenderer)
Full Address**

Signature of witness

Dated:

Address:

ACKNOWLEDGEMENT

PRINCIPAL, M.L.B MEDICAL COLLEGE
Jhansi (Uttar Pradesh)

Tender Notice No. _____

Dated:

M/s
.....
.....

Subject – Tender Documents.

Dear Sir,

Reference Tender No. _____ , Dated: _____. We acknowledge the receipt of Rs..... Vide Cash receipt No.datedtowards cost of tender documents. We are pleased to forward you a set of tender documents consisting of the following: -

1. Technical specifications of equipment in one copy.
2. Instructions to tenderers in one copy.
3. Tender Form in three copies of which one to be retained and others two to be submitted duly filled in

Please acknowledge the receipt.

PRINCIPAL
M.L.B MEDICAL COLLEGE
JHANSI

OFFICE OF THE PRINCIPAL
MAHARANI LAXMI BAI MEDICAL COLLEGE, JHANSI

TENDER CONDITIONS & INSTRUCTIONS

(1) **MODE OF SUBMISSION OF TENDER**

(i) Tenderers should submit their offer in two parts as under: -

(a.) Technical Bid in duplicate, consisting technical details, drawing/catalogues, data sheets etc.

All pre-requisition installation of the equipment which would be required to be provided by the Indenter/Consigner should be clearly spelled out.

The technical bid should also contain Annexure A to K and other required with questionnaire or otherwise, but not the price bid.

(b.) Price Bid on prescribed format attached with the tender document.

On the date of opening only technical bids will be read out and price bids will be opened only of those offers which technically meet purchaser's requirements.

(ii) All details asked for in the Annexure should be properly filled in and each page of tender should be Stamped & Signed by the tenderer. Failure to attach Annexure as required may invalidate the tender.

(iii) Any tender which is not found in the proper form or is received late due to postal delay or otherwise shall in no case be accepted.

(iv) Offers should be typed or legibly written in ink and Price be quoted in words as well as in figures. In case of any discrepancy or variation in between figures and words is found, the offer in words shall be finally acceptable. Disagreement with this proviso shall entail the bid as non responsive and subsequently rejected.

(v) Tender should be sealed & signed by the competent person duly authorized by power of attorney vested upon the signing person with proof of the same attached with the bid

(vi) The offer must be submitted in duplicate technical bid and price bid should be packed separately in separate sealed envelopes and each clearly superscribed on the sealed envelope.

(vii) Make/brand of the items must be specified along with the country of origin. Manufacturer's names and address must be specified.

(viii) Tender should be submitted by tenderers in prescribed form.

(ix) Tender documents are not transferable.

(x) Incomplete tenders or tender received after due date and not accompanied with earnest money deposit shall be rejected.

- (xi) A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or as a member of a joint venture more than one bid will render all the proposals with the firms participation to be disqualified.
- (xii) The bidder whether original manufacturer (Indian / foreign) or their authorized distributor if selected for award of contract shall only be eligible to receive order for supply issued by the purchaser and receive payment. In no case the bidding manufacturer or the bidder, otherwise can authorize any other agency whatsoever to supply the items to purchaser and receive payment in respect thereof.
- (xiii) The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required as per the tender document or submission of bids not substantially responsive to the bidding document in every respect will be at the bidder's risk and may result in rejection of the bid.
No amendment or supplementary attachment in the bidding document shall be allowed or entertained after the bid having been submitted to the purchaser or dropped in the tender box. No representation there to at any stage shall be entertained.
- (xiv) Principal, M.L.B Medical College, Jhansi reserve the right to reject any or all offers or increase/decrease in quantities, call for acceptance the offer in full or in part, without assigning any reasons thereof.
- (xvi) Tender box shall be kept in the Principapl office in which tenderer are required to drop their tender before the prescribed date and time. Tenders received through postal delivery within the specified time will also be entertained.
- (xvii) Product should be CE or ISO certified. Company should have established service team & network across the country. Demonstration of the equipment be a must. Customer performance certificates preferably from Govt. institutions.

2. **OPENING OF TENDERS**

- (i) Technical bid of the tender will be opened on the date specified in the tender notice or on a subsequent date due to force majeure conditions duly notified to the tenderers. Tenderers are at liberty to present in person or through an authorized representative at the opening of the tender at the time and date as specified. The name and address of the representatives who would be attending the opening of the tender on behalf of tenderer if any should be indicated in the tender or otherwise with a genuine and valid letter of authority issued by the tenderer. The name & address of the tenderer's permanent representatives in Lucknow, if any may also be stated. In the event of the date of opening of tender being or declared a holiday for Govt. offices, the due date of opening of the tender will be following working day at same hour.
- (ii) The bidder must attach authentic performance reports at least 10 in number containing users address, telephone number on their certificate and user list with the pre- requisite that the offered equipment of model & make must be installed and in satisfactory working order in reputed hospitals of public sector / private sector management in India preferably in U.P. Performance reports required as

above must have been issued by the reputed user with in the last 12 months of the date of submission of tender. All details must be duly given in the Performa for performance statement attached with the tender document. Technical bids without performance reports and user list as aforesaid shall be automatically rejected and representation in this connection shall be entertained.

- (iii) Price bid of tenders who meet the technical requirement will be opened on a date to be decided on the date of opening of technical bid. At the level of technical evaluation of technical bids, the bidders shall be bound to arrange for live demonstration on their own cost before the technical experts as and when required at a specified site by the purchaser, failing which the tender shall be technically disqualified and no representation in this regard shall be entertained.

3. **PRICES**

- (i) Firm will submit the prices (all inclusive) for each group to be quoted on prescribed format attached with the tender document including charges for installation and commissioning with **Five year (60 months) Warranty** from the date of satisfactory installation and commissioning of the equipment/machine. The installation will include the mechanical, civil, electrical, furnishing work (If any) required at site. The tenderers should take care that the rates and amounts are written in such a way its misinterpretation is not possible.

However the prices be mentioned separately for the cost of equipment with five year Warranty & after sales, service and thereafter annual maintenance charges (comprehensive and non comprehensive both) for first year, second year, third year, fourth year & fifth year after the Warranty period of initially warranted.

The price ranking will be carried out as under:

1. For foreign goods, the exchange rate of foreign currency will invariably be mentioned by the bidder with valid proof from the banker approved by Reserve bank of India and conversion in Indian rupee so calculated shall be mentioned in the bid. No variation shall be allowed from such calculation for evaluation & comparison of price bids, which will be done in Indian rupees only.
2. The prices of optional items if not required as per technical specifications will be excluded for ranking purpose.
3. The ranking will be determined as under.
Total Price (Cost) = Price quoted with all accessories as per technical specifications along with custom duty, clearance charges, insurance + Cost of indigenous items if any, CMC price (with spares and labour charges) for five years after warranty period (CMC cost will be added on the basis of Net Present Value (NPV) to be derived on 10% + tax as applicable in the bid + turnkey if applicable and quoted expressly. All these calculations must be clearly written by the bidder in price bid.
4. In case of turnkey based equipment, details of all the civil, electrical, mechanical, plumbing, fittings and fixtures etc as well as furnitures along with detailed map, blueprint, make, brand, specifications shall be deposited with the technical bid offered. The overall turnkey cost shall invariably be included in the price bid and the same shall form the basis to arrive at the lowest bid.

5. Item wise cost of reusable, consumables and all other accessories, must be clearly quoted or attached with the price bid and the prices so quoted shall be valid upto a period of ten years.

The prices are to be kept valid and fixed for acceptance up to 365 days from the date of opening of tender.

- (ii) Offer with any price variation clause will not be accepted. The rates quoted in ambiguous terms such as “freight on actual basis”, “taxes as applicable extra” or “packing & forwarding extra” will render the tender liable for rejection.
- (iii) Prices of equipment quoted by the tenderer should not be more than that as charged from DGS & D/D.I. Kanpur and other Govt. Hospital/Institution/ Departments. If tenderer is quoting for same models in different tender categories the prices should not be different. The tenderer will also enclose a written undertaking that he has not quoted any price lower than the quoted prices in this tender, of the quoted items, to any other Govt. Department/Agency, otherwise his tender will be treated as cancelled. If this certificate proves to be false the difference in amount shall be recoverable in future along with interest there on.
- (iv) Sales tax will be either VAT or Central sales tax (C.S.T.) as applicable against submission of Form-D by Principal, M.L.B Medical College, Jhansi. Prices should be quoted confirming to the above and Sales tax amount as applicable is to be clearly indicated separately but included in the lump sum price.
- (v) For imported equipments, manufacturer’s pro-forma invoice on FOB & C.I.F. (Both) basis should be given. Only the equipment not manufactured in India will be imported. The purchaser shall provide the necessary documents for custom clearance; however the Indian agent will have to get the custom clearance of the equipment free of cost. The tenderers must furnish a certificate along with the price bid; the quantum of Indian agency commission mentioned by the firm in the pro-forma invoice is the same as is being charged from DGS&D and other Govt. Departments/Institutions for similar items. Tenderers should furnish the percentage of Indian agency commissions, if any, payable as separately. I.A.C. other than stipulated in the pro-forma invoice is payable by the foreign manufacturer to the Indian agent. Indian agency commission will be paid in equivalent Indian currency after satisfactory installation of the equipment. Before shipment of the consignment by the supplier, the exporter will submit a certificate issued by the competent authority of the concerned country/international agency confirming to the quality & quantity of the consignment in respect to the supply order.
- (vi) 1. For Equipments costing upto 50 lacs:-
a. Bids shall be accepted with price quoted invariably in Indian Currency for equipments (Indian or Imported) costing upto 50 lacs.
b. For rates quoted in Indian rupees no request for opening of letter of Credit (ILC) shall be entertained. However in exceptional cases where due to lack of time in the fag end of the financial year, payment may be arranged through bank by way of Letter of Credit (ILC) established in a bank.

- c. The 100% payment shall be given within 30 days after satisfactory installation of the equipment / material supplied & necessary training of operating personnel.

2. For Equipments costing above 50 lacs:-

In case of equipments (Imported only) costing above 50 Lacs may be quoted in Foreign currency, for which FLC shall be opened in the bank if indicated by the tenderer in his bid. The conditions in such cases shall be-

- a. No payment through FLC, above the total equivalent INR value as on the date of submission of Tender Bids & written by the bidder in price bid, shall be made in any or every condition.
- b. FLC shall be opened in the foreign currency equivalent to 100% of INR value given in price bid by the bidder.
- c. 80% of FLC amount shall be released on getting the supply of equipment against a bank guarantee of equal amount valid till time of successful installation, satisfactory working and required training.
- d. Balance 20% of FLC amount shall be released after successful installation, satisfactory working and required training to the satisfaction of Principal.
- e. No payment in excess to the FLC amount shall be made in any and every case.

CMC:-

- a. After completion of the warranty period of five years, the prices of CMC for next five years will remain fixed as per rates mentioned in the price bid, no increases in CMC charges will be entertained at latter stage. However it is the responsibility of the bidder to inform the purchaser to start the CMC contract. This written information must be given by the bidder once at one year and again at six months prior to the date of expiry of warranty period.
- b. Payment of CMC amount shall be made on half yearly basis after completion of each six months. No advance payment of CMC will be done in any and every cases.
- c. However, the Principal shall have right to terminate the CMC at any given point of time if he deems necessary.

- (vi) No increase in price shall be allowed even if claimed on the grounds of any statutory increase or fresh imposition of custom duty sales tax or on account of any other tax or duty livable in respect of the equipment specified in the accepted tender .
- (vii) DISCOUNT, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule and shall be taken into account for consideration only if it is quoted clearly with net price taking all such factors like discount, free supply etc to arrive at net price.

4. **SALES TAX, EXCISE DUTY & OTHER DUTIES**

- (i) Sales tax, inter state sales tax, VAT, entry tax, excise duty, custom duty and all other charges and government duties must be included in the prices quoted. Necessary forms as applicable like D, 3D, NMIC, CDEC etc. will be issued on

demand by the competent authority. No payment will be made over and above the price quoted.

- (ii) If it is desired to ask for excise duty or any other charges as other payable the same must be specifically stated in the price bid. In the absence of any such statement no claim for the same will be entertained.
- (iii) In case any refund of excise duty is granted to the tenderer by the excise authorities in respect of the stores supplied under the contract the tenderer will pass on the credit to the purchaser immediately along with a certificate from the tenderer his/its Director Manager/Accountant that the credit so passed on relates to the excise duty originally paid for the stores supplied under the contract. In case of his failure to do so within 10 days of the issue of the excise refund order to him by the excise authorities the purchaser would be empowered to deduct a sum equivalent to the amount refundable to the tenderer by the excise authorities without further reference of him any of this outstanding bills against this or any other pending contracts with the purchaser and no dispute on this account would be raised by the tenderer.
- (iv) A certificate should be produced along with the final payment bill of the tendering firm stating whether or not they are having any pending appeal/protest for refund for payment of final excise duty already reimbursed to the firm by the purchase pending with the excise authorities and if so, the nature, the amount the price and the position of such appeals. The certificate should be signed by the Managing Director/Manager/Accountant of the tendering organization.

5. **EXCHANGE RATE VARIATION**

- (i) For the rates quoted in foreign currency by the tenderer the equivalent INR value shall be duly supported by a proof issued by banker approved by the RBI for actual exchange rate ruling on the date of submitting the tender. That shall form the firm and fixed basis for comparative evaluation of price bids so as to arrive at the lowest bidding price.
- (ii) No payment above the equivalent INR value quoted by the bidder and approved by the Purchase Committee/DGME&T/UP Govt, shall be done in any and every case. No extra payment shall be claimed by the bidder on the ground of exchange rate, custom duty or on any other ground.

6. **VALIDITY**

- (i) Offers should be valid for acceptance for a period of 365 days from the date of opening of tender. The quoted price will remain firm and in case of acceptance of the tender the prices will remain firm till execution of the complete order and will not be subject to the price escalation on any account whatsoever.

7. **DELIVERY PERIOD**

- (i) The delivery of goods and documents shall be completed within **30 days** in case of products of Indian origin and within **90 days** in case of imported product from

the date of issuance of purchase order. However consignee officer shall have power to extend the delivery period on the basis of actual requirement or genuine cause intimated to them by the vendor in writing but this proviso shall not entitle the vendor as a mandatory term or matter of right on the part of the vendor. The bidder shall submit an undertaking to strictly adhere to the delivery period fixed as above and his acceptance for punitive clause mentioned below.

- (ii) In case of supply order being dishonored by the selected bidder / vendor, EMD shall be forfeited by the Principipl in favour of the State Government and the bidder shall be black listed and debarred from participating in any tender in State of U.P.
- (iii) In case of non supply of stores within stipulated period, a penalty of 1% per week for Indian goods to the extent of 10% of the ordered value for delayed supply and after lapse of 10 weeks time, the purchase order shall be treated as cancelled(However the delivery will be calculated from the date of dispatch of purchase order to the date of receipt of material at the consignee place). In case of Imported goods, the late delivery penalty shall be imposed @0.5% per week subject to a maximum of 5% of FOB value, and after a lapse of 10 weeks the purchase order shall automatically be treated as cancelled(the delivery will be calculated from the date of opening of letter of credit in the bank to the date of the receipt of material at the place of consignee.

8. **TEST AND INSPECTIONS**

Upon completion of the installation work the tenderer/contractor, shall facilitate inspection of the equipment by the principal or his authorized representative, to inspect test the equipment and to confirm that they are installed in conformity to the required specifications and are serving the desired purpose. Any defect or failure to serve the desired purpose, discovered during the inspection will be promptly rectified and made good to the satisfaction of the principal or his authorized representatives.

9. **GUARANTEE/WARRANTY**

The tenderer shall furnish along with their quotations the under noted Guarantee/Warranty:

- (i) The Guarantee/Warranty shall be for a period of **60 months** from the date of satisfactory installation and handing over the equipment and of works conducted there with covered under the contract in working order. During the guarantee period the replacement of any part(s) of the equipment or rectification of defect of works will be free of cost. If the down time exceeds seven consecutive days at any one time, the guarantee period will be extended beyond aforesaid 60 months by a duration equal to the total down time during the period of warranty.
- (ii) The tenderer should produce **written guarantee from the manufacturer** stating that the equipment being offered is latest model

and that spares for the equipments will be available for a period of at least ten years after its supply to the purchaser. After the model is withdrawn from the market, the purchaser will be informed in writing, the date of withdrawal of the model within one month of its withdrawal. The purchaser should also be informed of any upgrade of the equipment over a period of next five years. In such case the bidder should take back the supplied model and provide the same upgraded model free of cost to the purchaser, in the same manner as the supplier would supply to all other world-wide customers.

- (iii) Warranty to the effect that before going out of production of spare parts, the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the latter may undertake to procure the balance of the life time requirement of spare part.
- (iv) The tenderer whose tender is accepted shall furnish the following Warranty: The tenderer hereby declares that the equipments and other articles supplied to the purchaser under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specification and particulars contained/mentioned in the clause hereof and the tenderer hereby guarantees that the said equipment and other articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said equipment and other articles as may be discovered not to conform to the said description and quality. On such rejection the equipment and other articles will be returned at the tenderers risk and all the provision herein contained relating to rejection thereof shall apply. The tenderers shall if called upon to do so, replace within a period of 14 days or such further period that be extended from time to time by the purchase at his discretion, and an application made thereof by the tenderer, the equipment and other articles as are rejected by the purchaser and in such an event the above mentioned Warranty shall apply to the equipment and/or other articles replaced from the date of replacement thereof, otherwise the tenderer shall pay to the purchaser such damages as may arise by reason of therein contained without prejudice to any other right of the purchaser in that behalf.
- (v) The manufacturer and the tenderer should guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.
- (vi) If the tenderer is required to replace the rejected equipment and/or other articles, he will replace them forthwith, but not later than a period of 14 days from the date of rejection. The tenderer shall bear all cost of such replacement, including freight, if any, of such replaced or repaired equipment and/or other articles but without being entailed to any extra payment on that or any other account. All documents required for importing of replacement part/parts will be made available by the indenter.

- (vii) In the event any equipment and/or other articles are given back to the manufacturers/suppliers will ensure that the defects are attended to immediately and without loss of time. However, it should be noted that the manufacturers will not be entitled to dispose off the equipment and/or total articles without explicit written permission of the purchaser.
- (viii) The warrantee period would be for 60 months from the date of completion of satisfactory installation and commissioning to the entire satisfaction of the content or performance. During the Guarantee/ Warranty period, uptime of 95% is to be maintained or else the Guarantee/Warranty period would be extended proportionately twice the non-usable period of the equipment.

10. **IMPORT RECOMMENDATION CERTIFICATE**

All the tenderers are warned (in the event of a contract being concluded with any of them) that any shipment made before the date of issue of import license or after its expiry, will be treated as unauthorized. Similarly if the conditions of the license are not fulfilled, the import shall be treated to be unauthorized. Unauthorized import of goods is an offence and is a matter of adjudication by the custom authorities in which the import trade controlled authorities can not interfere. No representation in this regard, will therefore will be entertained by the purchaser and the party will be required to deal with the custom authorities directly in this matter. The exporter will submit an inspection certificate of the competent authority verifying the quality and quantity of the consignment before the shipment.

11. **EXPORT LICENSE WHERE REQUIRED FROM THE GOVERNMENT OF COUNTRY OF ORIGIN**

For items on order which require an export license from the Government of the country of origin, the tenderer shall furnish to the Indian Mission in that country the export license application, at the tenderers own cost and expenses on the appropriate form duly filled in showing the Indian Mission the application to concerned Government. On receipt of the application duly completed, the Indian Mission will forward the application to concerned Government authorities for issue of the requisite Export license. In case the Export License is not issued by the concerned Government, for any reason whatsoever, the contract would deemed to be frustrated and the parties discharged of all liabilities under the contract. Schedule of destination (within Uttar Pradesh) will be provided along with the acceptance letter. The tenderer will be responsible till the entire stores contracted arrive in good condition at destination.

12. **RIGHT OF ACCEPTANCE**

The purchasers shall not be bound to accept the lowest of any tender and reserves the right of acceptance of the whole, or any part of the tender or a portion of the quantity offered and the tenderer shall be required to supply the same at the rate quoted.

13. **COMMUNICATION OF ACCEPTANCE**

Acceptance of tender by the purchaser will be communicated by a letter, Fax, express letter or formal acceptance letter. The acceptance communicated should be formally supported with a written signed letter in original, as soon as possible, but the instruction contained in the telegram or express letter be accepted upon immediately by the tenderer.

14. **EARNEST MONEY & SECURITY DEPOSIT**

- (i) The tender must be submitted along with earnest money deposit as mentioned in the relevant tender document in the form of Nationalized Bank FDR/TDR/National Saving Certificate duly pledged in favour of **The Principal, M.L.B Medical College, Jhansi**. No other mode of payment will be accepted. E.M.D. amount deposited against any other tender will not be considered for adjustment against this tender.
- (ii) In the event a supply order is given to the successful bidder, the bidder shall furnish SECURITY DEPOSIT either in the form of Nationalized Bank F.D.R./NSC/Performance bank Guarantee duly pledged in favour of **The Principal, M.L.B Medical College, Jhansi**. The security deposit amount will be 15% of the total order value of the equipment. The security deposit will be released and given back only after satisfactory completion of the Guarantee/Warranty period of the equipment. The security deposit is to be submitted within fifteen days of receipt of order and failure to do so will entail forfeiture of E.M.D. amount. Non-acceptance of order and non-compliance there-of will also entail forfeiture of E.M.D.

15. **CONTRACT**

- (i) Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service. Tenderer should clearly indicate the strength of their technical staff and documentary evidence, wherever possible.
- (ii) Tenderer should categorically confirm that, after the completion of warranty period, they will give “comprehensive after sales services including parts and labour ” for a minimum period of 60 months. In addition the tenderers should submit the terms of a comprehensive service contract for maintaining the equipments after period of Guarantee/Warranty. An assurance from manufacturing company that it will make available any essential spares that may be required will also have to be furnished.
- (iii) A certificate from the manufacturer’s that the Indian Company is the sole selling agent from the parent company in this country. Further, the parent company should specifically state that it will be responsible for ensuring the upkeep of the equipment in this state through their local agent. In case of change of Indian agent, the manufacturer should give an undertaking that they will continue to service the equipment through an alternative arrangement.

16. **TRAINING OF PERSONNEL**

The successful tenderer will be required to undertake to provide training for personnel, involved in the use of equipment at site as well as in the manufacturer's factory at his cost, as details in the specification.

17. **JURIDICATION**

All questions, dispute of difference arising under out of or in-connection with the contract if concluded shall be subject to the exclusive jurisdiction of the court within the limit of the city of Jhansi, U.P. India.

18. **INSOLVENCY & BREACH OF CONTRACT**

The Principal may at any time by giving notice in writing summarily terminate the contract without any communication to the supplier in any of the following events: -

- (i) If the supplier being an individual or if a firm partner thereof shall at any time, be adjudged insolvent or shall have been receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency act for the time being in force or make any conveyance or assignment of his effort's or enter into any arrangement or composition with the creditors so suspend payment are if the firm be dissolved under partnership Act or.
- (ii) If the supplier being a company is wound up voluntarily or by the order of a court or a receiver/liquidator or a Manager on behalf of the debenture holders or creditors is appointed or the circumstances shall have arisen which entitled the court or debenture holder or creditors to appoint a receiver/liquidator or Manager.
- (iii) If the supplier commits any breach of the contract not specifically provided from: -
Provided always that such termination shall not prejudice any right of action or remedy which shall have occur or shall accuse thereafter and provide also the supplier shall be liable to any to the Principal for any extra expenditure it is thereby put to and the supplier shall under no circumstances be entitled to any gain or repurchase.
- (iv) Any unlawful or cropper practice by supplier will automatically render cancellation of contract and forfeiture of security deposits by the purchaser.

19. **QUALIFYING REQUIREMENTS FOR TENDERERS**

- a. Tenderers/Manufacturer should have extensive experience of atleast 05 years of designing, manufacturing, installation and commissioning of the required equipment .
- b. It is a compulsory requirement that the equipment of offered make and model, as quoted by the bidder, must be installed and must be in good

working condition, in any Medical Institution of repute in India, in government or private sector. The bidder has to enclose certificates of good working of equipment from the competent authorities of those Medical Institutions.

- c. Tenderers who have their own sales and service station in India should only quote.
- d. Tenderers should quote for the whole set of equipment required and should be willing to undertake responsibility of commissioning, warranties and after sales service. Part offer/offers not as per given specification will not be considered.
- e. In case of foreign traders only those will be considered who have the backing of grant of a soft credit line from their Government.
- f. Tenders should comply all the terms and conditions given in the tender document and be quoted for the specification given in the tender documents.
- g. Notwithstanding anything stated herein above, the Principal reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment.
- h. The bidder shall submit an notarized undertaking to confirm for five year warranty and five years CMC as compulsory and binding upon him and a declaration to the effect that the equipment supplied shall be functional as a complete unit with all necessary spare parts and accessories and confirm as such for the compulsory warranty period of five years as well as CMC period for five years. In case any part of the equipment supplied being found to be non functional the entire unit of equipment shall be taken as non functional.
- i.
 - a. The purchaser shall be responsible for execution of a tripartite agreement with the supplier and manufacturer in case the product is of Indian origin so as to confirm for all obligations in respect of warranty period and CMC.
 - b. In case of imported goods, the tripartite agreement shall be executed in between the original manufacturer and/or his sole Indian agent , the bidder as authorized distributor and the purchaser with full responsibility conferred upon them as in the proceeding paragraph.
- j. The bidder should submit non conviction certificate duly notarized along with technical bid.
- k. Any deviation from compliance on any parties shall entail the bidder, Sole selling Indian Agent and the manufacturer to be black listed and/or debarred from participating in any competition of bids in any state Medical College/ Institution under the Medical Education department of U.P & his Security Money deposit shall be forfeited by the purchaser.

20. FRAUD AND CORRUPTION

- (i) It is required that the purchasers as well as bidders/ suppliers / contractors observe the highest standard of ethics during the process of procurement and execution of contracts. In pursuance of this policy, the purchaser defines for the purpose of this provision the terms set forth below as follows:
- a. "Corrupt practice" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of contract, and
 - b. "Fraudulent practice" means a misrepresentation of facts and/or concealment of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, it includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the purchaser from the benefits of free and open competition.
- (ii) In case of above forbidden practices adopted by any firm being detected, the purchaser shall have right to declare the firm in eligible and subsequently debar the firm either for an indefinite period or for a stated period of time for participation in any tender, award of contract and initiate appropriate legal action as per court of law.

21. LITERATURE

Following literature to be supplied along with equipment at no ADDITIONAL CHARGE.

- (A) Catalogues/Product information's.
- (B) Operators manual.
- (C) Wiring/Circuit diagrams.
- (D) Servicing/Maintaining manual.
- (E) Spare parts list with catalogue numbers/serial numbers.
- (F) List of consumables.
- (G) Site requirement.

**PRINCIPAL
M.L.B MEDICAL COLLEGE
JHANSI.**

MUST BE TYPED IN COURT STAMP PAPER WORTH RS 100.00

DECLARATION

1. I/We hereby quote to supply the goods and materials quoted in the technical bid in the manner in which and within the time specified, as set forth in the conditions of the agreement stated above as the rates given in the price bid. I/We hereby agree that in the event of tender being accepted, the terms & conditions and instructions attached with tender document, and those contained in the purchase order will be bindings upon me/us and will along with the quotation, be converted into and shall be deemed to be completed agreement between me/us and the Governor of Uttar Pradesh from the date of issue of purchase order. I/We agree that it would be deemed to be a formal agreement deed.
2. I/We shall deposit a sum of Rs. as earnest money and should execute a fresh deed of agreement and deposit the security money as laid down in the tender notice within 15 days of the issuance of purchase order. I/We hereby agree that, apart from my/our liability under the agreement, the above sum of earnest money will be forfeited to the Governor if/ we fail to perform as per the terms and conditions of tender and purchase order.

**Signature of Tenderer as to
of acceptance of above terms
& conditions with date & seal**

ANNEXURE-A

TENDER FORM

GOVERNMENT OF UTTAR PRADESH
PRINCIPAL, M.L.B MEDICAL COLLEGE, JHANSI
CONDITIONS OF AGREEMENT

1. The arrangement is to last for a period of 365 days from date of purchase order but in the event of any breach of the terms and conditions of this arrangement at any time on the part of the supplier the Principal or any officer authorized by him (here in after called the Principal) may cancel the contract without any compensation to the supplier.
2. Tenderer should have their own sales & service station in India (preferably in lucknow).
3. The required supply must be completed as per time schedule to be given in purchase order.
4. It would not be possible to allow time extension in any case except the force majeure conditions.
5. If there is delay due to force majeure conditions the request for the time extension must reach, giving full details, well within the schedule period of completion otherwise it would not be possible to consider the same.
6. The advance copy of the Bank documents must reach to the medical college/ Institute, well in time. If there is delay on the part of the tenderers, then, the purchaser will not be responsible for the payment of any demurrage or any other charges.
7. Clearance from custom and air-cargo will be done by the tenderer and all the expenses will be borne by the concerned tenderer. The office of Principal will provide that relevant information's and documents for NMI and custom duty exemption, on written request. The demurrage charges (if any) will be born by the concerned tenderer.
8. Successful tenderer will deposit security money (in the form of Nationalized Bank DD/FDR/NSC/BANK GUARANTEE @ 10% of the total value in favour of The Principal, M.L.B Medical College, Jhansi before the issuance of supply and in case of imported items before establishment of letter of credit (L/C).
9. All charges paid by the purchaser on behalf of the tenderer in any and every case, will be deducted from the payable amount of the bills.
10. Tenderer shall stick to the period of delivery schedule as indicated above. If the commissioning of equipment is delayed or working of the supplied equipment is affected adversely by delay in the execution of contract/irregular supply of

equipment, the firm shall have to bear such losses and the assessment of the purchaser shall be final & binding.

11. Tenderer will be responsible for all manufacturing defects and any premature wear and tear in the machines under normal condition of working.
12. Tenderer will hand over the equipment duly erected, commissioned and in perfect working order.
13. Tenderer will be responsible for all the shortage if any found in packed cases.
14. All rejected, damaged, broken, missing and short material is to be made good by the tenderer at their own cost within 30 days on receipt of our letter in this respect.
15. The drawing and floor plans of equipment and any such other data in respect, thereof, as may be required shall be given by the tenderer clearly in the technical bid.
16. Tenderer will take care to dispatch the equipment on the correct address.
17. In case the goods are wrongly booked, tenderer will be liable for extra transportation charges, losses and other expenses in connection thereof.
18. The Guarantee/Warranty period shall be of 60 months from the date of commissioning of the equipment. Tenderer shall be responsible to repair parts/equipment and replace the defective or broken parts free of cost, during the above Guarantee/Warranty period in any and every case.
19. This contract is subject to jurisdiction of "Jhansi" courts only.
20. Tenders received late on account of any reason whatsoever will not be considered.
21. Conditional/telephonic/telex tenders/offers or incomplete in any respect and those received after the due date and time, shall be rejected without assigning any reasons.
22. Earnest money deposited by unsuccessful tenderers shall be returned soon after the disposal of tender.
23. Tenderers are required to furnish latest I.T. and S.T. clearance certificates, failing which tender will not be accepted.
24. The relevant literature in duplicate with detailed technical specifications concerning to requirement for each item must be enclosed in the technical bid along with the tender.
25. If during the validity period of the tender, the tenderer withdraws the tender, the earnest money deposited shall be forfeited and tenderer will be disqualified from the bid and purchases shall be made from alternative sources at their risk & cost.

26. Photocopy of receipt of tender fee deposited, compulsorily be enclosed in the tender form. The over writings, cuttings must be avoided, but, if any, must be initialed by the tenderer.
27. The goods and materials to be supplied under this agreement shall be in accordance to the specifications or patterns as given in the tender and purchase order.
28. Conditions as to time for performance whether laid down herein or in the indent is of the essence of the contract.
29. Purchaser may inspect the goods and materials supplied, to be supplied by the supplier before/during/or/after manufacture, collection, dispatch, transit or arrival and to reject the same or any part or portion thereof if he or they are not satisfied that the same is equal or according to the specification and or is in conformity with the samples in every respect, or if he or they are not satisfied that it will serve the purpose for which it is being procured.
30. On being required to do so in writing by the Principal , the goods or materials rejected or refused on the ground of non-conformity with the specification or samples shall be removed by the supplier at his own risk and expenses within 10 days from the date of receipt of such notice through speed post / email. In case the supplier fails to remove the same within the specified period the Principal shall be entitled to dispose them off either by auction or any other manner as deemed fit at the risk and cost of supplier, If the supplier is not satisfied with the decision of the authority rejecting or refusing the goods, he may represent to the Director General whose decision thereon shall be find & binding to the parties here etc. The notice of rejection of refusal shall be sent in writing through speed post / email to the supplier.
31. In case the payment, in respect of rejected goods and material has been made by the consignee, the supplier shall at his own cost and expenses replace within such time as may be allowed, failing which, the payment made in respect there of shall be recovered from the supplier without prejudice to any other punitive actions deemed necessary by the purchaser.
32. **TERMS OF PAYMENT** - The payment to the supplier for the goods supplied by him shall be made in the following manner: -
 1. For Equipments costing upto 50 lacs:-
 - a. Bids shall be accepted with price quoted invariably in Indian Currency for equipments (Indian or Imported) costing upto 50 lacs.
 - d. For rates quoted in Indian rupees no request for opening of letter of Credit (ILC) shall be entertained. However in exceptional cases where due to lack of time in the fag end of the financial year, payment may be arranged through bank by way of Letter of Credit (ILC) established in a bank.
 - e. The 100% payment shall be given within 30 days after satisfactory installation of the equipment / material supplied & necessary training of operating personnel to the satisfaction of the purchaser.
 2. For Equipments costing above 50 lacs:-

In case of equipments (Imported only) costing above 50 Lacs may be quoted in Foreign currency, for which FLC shall be opened in the bank if indicated by the tenderer in his bid. The conditions in such cases shall be-

- a. No payment through FLC, above the total equivalent INR value as on the date of submission of Tender Bids & written by the bidder in price bid, shall be made in any or every condition.
- b. FLC shall be opened in the foreign currency equivalent to 100% of INR value given in price bid by the bidder.
- c. 80% of FLC amount shall be released on getting the supply of equipment against a bank guarantee of equal amount valid till time of successful installation, satisfactory working and required training.
- d. Balance 20% of FLC amount shall be released after successful installation, satisfactory working and required training to the satisfaction of the purchaser.
- e. No payment in excess to the FLC amount shall be made in any and every case.

CMC:-

- a. After completion of the warranty period of five years, the prices of CMC for next five years will remain fixed as per rates mentioned in the price bid, no increases in CMC charges will be entertained at latter stage. However it is the responsibility of the bidder to inform the purchaser to start the CMC contract. This written information must be given by the bidder once at one year and again at six months prior to the date of expiry of warranty period.
 - b. Payment of CMC amount shall be made on half yearly basis after completion of each six months. No advance payment of CMC will be done in any and every cases.
 - c. However, the purchaser shall have right to terminate the CMC at any given point of time if he deems necessary.
33. Packing cases, container gunny packages etc. used for the packing of goods supplied to the purchaser shall be the property of the purchaser without any payment thereof.
 34. The supplier shall not submit or assign this contract to any sub contractor without the prior permission in writing of the purchaser.
 35. In case non-performance in any form or shape of all or any of the conditions of this contract, the purchaser shall have the power to annul, rescind or cancel this contract and upon his notifying in writing to the supplier that he has so done this contract shall absolve and the agreement shall be terminated and security for the due performance of this contract will be forfeited by him and upon his doing so the same shall become the property of the purchaser. The purchaser may also debar the supplier from tendering for the contracts for such period as he may think fit.
 36. In the event of dispute arising out of or concerning this agreement (except as to any matters the decision of which is specifically provided for this agreement), shall be referred to a single arbitrator, in case the parties agree upon one, otherwise two arbitrators, one nominated by the purchaser, and other arbitrator

nominated by the contractor, or in case the contractor or the purchaser fails to nominate an arbitrator within the time fixed in the notice to be served on him by the said purchaser or the contractor, as the case may be by the arbitrator nominated by the said purchaser and the contractor, or in case of disagreement between the said arbitrator an umpire appointed by them and the decision of such arbitrators or arbitrator or umpire as the case may be, shall be final and binding upon the parties. The arbitrators/ arbitrator/umpire may from time to time with the consent of the parties extend the time for making and publishing the award.

37. Without prejudice to any other remedy provided by Law any amount due from the supplier to the Government will be recoverable as arrears of land revenue and may be recovered by deduction from any amount due from the Governor to the supplier on any account under any other transaction.
38. Tenderers are requested to sign and stamp on each and every sheet of the tender form.
39. Number of quantity mentioned in the tender form may be increased or decreased.
40. If any working day as due date of submission of tender observed as holiday, the next working day will be treated as due date.
41. Late/Delayed tenders due to any reason, postal delay or otherwise shall in no case be accepted.
42. The Principal has sole discretion of accepting/rejecting any tender and reserves his right to post-pone or refuse the purchase of any item notified in the tender.

**PRINCIPAL
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JHANSI**

ANNEXURE - B

TENDERERS SHOULD FURNISH SPECIFIC ANSWER WITH DOCUMENTARY PROOF TO ALL QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED NOT CLEAR AND/OR NOT SUPPORTED BY DOCUMENTARY PROOF THE TENDER WILL BE LIABLE TO BE IGNORED.

Category: -

1. Whether the stores offered fully confirm to the technical particulars and specifications/drawing specified by the purchaser in the schedule to tender. If/not, mention here the details of deviations.
2. Brand of store offered
3. Name & address of manufacturer
4. Place of Manufacturing
5. Please confirm that you have offered packing as per requirements. If not indicate deviations.
6. What is your or your Indian Agent's permanent Income Tax A/C No (PAN)?
7. Confirm whether you have attached your latest current ITCC or photocopy there of.
8. Please indicate: **Financial/Solvency Status**
 - (a) Name & full address of your banker
 - (b) Others
9. Please furnish your performance statement. On prescribed format attached with tender form
10. Business name & constitution of the Firm. Is the firm registered under: -
 - (i) The Indian Companies Act. 1956 ?
 - (ii) The Indian partnership Act, 1932 ?
 - (iii) Any other Act, if not, who are the Owners. (please give full names & Address).

11. Whether the tendering firm is/are: -
 - (i) **Manufacturer.**
 - (ii) **Manufacturer's authorized agents.**
 - (iii) **Holders in stock of the stores tendered for.**
12. If manufacturer's agents, please enclosed with tender the copy of manufacturer's authorization on prescribed format (Form No) attached with the tender document.
13. State whether raw materials are held in stock sufficient for the manufacture of the stores.
14. Please state whether the inspection clause is acceptable to you.
15. For partnership firms state whether they are registered or not registered under Indian partnership Act, 1932 should the answer to this question by affirmative, please state further:
 - a) Whether by the partnership agreement authority To refer business of the partnership to arbitration Has been conferred on the partner who has signed the tender.
 - b) If the answer to (a) is in the negative, whether there is any general power by all the partners to one who has signed the tender to refer the dispute concerning business of the partnership to arbitration.
 - c) If the answer to either (a) and (b) is in the affirmative have you already furnished a copy of either the partnership agreement or the general power of attorney as the case may be to DGS & D please quote the reference to the communication by which this was done.
16. More State Specifically:
 - i) Whether the price tendered by you to the best of your knowledge and belief not more than the price usually charged by you for stores of same nature/class or description to any private or government purchaser if not state the reason thereof if any also indicate the margin of difference.
 - ii) In respect of indigenous items for which there is a controlled price fixed by law the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons there of should be stated.

17. List of Indian users of the equipment of the quoted make & model.
18. In case you are a foreign firm quoting direct, please indicate:
 - i) The name and address of your Indian Agent/ associates/representative for servicing in India.
 - ii) Rate of commission/Remuneration payable to the Indian Agents/Associates.
19. Please indicate the following particulars:
 - i) The precise relationship between the foreign Manufacturer/Principals and there Indian Agents/ Associates.
 - ii) The mutual interest which the manufacturer/ Principals and the Indian Agents/Associates have In these of the each other.
 - iii) Indian Agent Income Tax permanent account No.
20. Are you agreeable to give guarantee against defective? manufacture of materials and ready to replace the materials and ready to replace the rejected stores at your own cost.
21. Address and contact number of the nearest office which would provide maintenance engineers statement at this office should be indicated.
22. Have you returned copy of tender form duly signed?
23. Have you paid earnest money deposit?
24. Do you have sales tax registration and if so its number with date and renewal date.
25. Are you ready to provide facility for demonstration? training for approval of the equipment at your own cost.
26. Are you ready to provide after sales service within the cost offered by you.
27. Any additional remarks.
28. Have you attached power of attorney or letter of authority?
29. Please confirm that you have read all the instructions carefully and have complied with accordingly.
30. All the information furnished above is true to the best of my knowledge.

Date:
Place:

Signature of Tenderer
With the official seal

ANNEXURE - C

AFTER SALES SERVICE ARRANGEMENT IN INDIA

1. Name of the Firm
2. Postal Address
.....
3. Telephone No. Fax No.
4. Period of Service
5. Facility of annual service contract if available give full details
.....

Signature of Tenderer (With stamp of the Firm)

Date & Place

ANNEXURE - D

VALIDITY OF TENDER

The tender will remain valid up to 365 days from the date of its opening.

Signature of tenderer (With Seal)

Date & Place

ANNEXURE - E

MINIMUM PERIOD OF SUPPLY

Supply Period: will be as per clause No. 7 of Tender conditions & instructions section in tender form.

Signature of tenderer (With Seal)

Date & Place

ANNEXURE - F

DETAILS OF SUCH EQUIPMENTS INSTALLED IN INDIA

(1) Name of Purchaser:

- 1.
- 2..
- 3.

(2) Address:

- 1.
.....
- 2.
.....
- 3.
.....

(3) Performance of the Equipment

- 4. **Please [enclosed signed report of the users(competent authority of the institution) regarding working of the machine and quality of after sales service being provided by the company).**

**Signature of tenderer (With Seal)
Date & Place**

ANNEXURE-G

PERFORMANCE GUARANTEE

Five year from the date of commissioning of the equipment/machine.

**Signature of tenderer (With Seal)
Date & Place**

ANNEXURE-H

**TRAINING FACILITY FOR
OPERATING THE EQUIPMENT**

1. No. of persons required to be trained.
2. Period of Training
3. Place of Training

Signature of tenderer (With Seal)

Date & Place

ANNEXURE -I

4. Power of attorney/authorization letter (As the case may be)

ANNEXURE -J

5. Call deposit receipt/earnest money.

ANNEXURE -K

6. Income Tax Clearance Certificate.

Proforma for Performance Statement
(for a period of 5years)

Name of the firm _____

S.No	Address of purchaser	Order no. & date	Make & Model	Date of installation & commissioning of equipment	Present status functional or idle
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Seal & Signature of Tenderer

PRICE BID FORMAT FOR EACH EQUIPMENT
BREAK-UP OF PRICE (FOB/CIF/FOR)

Name of the equipment :	In Foreign Currency like (US Dollar, Euro, J Yen etc)	Price in INR Equivalent Value in INR
(Make & Model)		
Cost of Equipment(without essential access) (Including 5 year warranty)	.....	.....
Name & Cost of essential Accessories:		
Make & model	1 .....	.....
	2 .....	.....
Total cost of essential accessories	.....	.....
Total Amount (Cost of equipment + Essential Access)	.....	.....
Taxes/ Custom Duties or other Duties / Charges if applicable	.....	.....
Grand Total (Cost of equipment + Essential Access + Tax)	.....	.....
Turn key price (if applicable)	.....	.....
C.M.C for 5 years after warranty period	Quoted actual payable CMC	NPV of CMC at 10% per year discount
rate		
Ist Year	.....	.....
IIInd Year	.....	.....
IIIrd Year	.....	.....
IVth Year	.....	.....
Vth Year	.....	.....
Total Cost of C.M.C for 5years		.....
Total Cost(Cost of equipment + Essential Access +Taxes & Duties + Turnkey +NPV of 5years CMC)	.....	.....
Total Cost in words		

NOTES

- i.** The bidder quoting in foreign currency shall have to present equivalent conversion value in Indian rupees. For FOB value/CIF value on the basis of exchange rate rulling on the date of submission. The vendor shall be responsible for accurate calculation in Indian rupees as quoted & the same shall be treated as firm and fixed.
- ii.** For the sake of comparison, cost of equipment with all essential accessories as quoted above, turnkey if any and NPV (Net Present Value) of CMC at 10% yearly discount for 5 years after warranty period of 5 years shall be added to decide the lowest bid.
- iii.** If the equipment requires any type of consumable/ reusable, optional accessories for use their rate should be given along with the price bid and these rates shall be remain freezed for Ten years before placing the supply order.
- iv.** The bidder should clearly mention name and cost of essential / optional accessories in price format along with its make & model, country of origin and taxes applicable.
- v.** No Payment above equivalent INR value shall be made either in INR or foreign currency through LC.

Note – If tender is not submitted in above manner by the tenderer, tender may be treated as non-responsive& liable to be rejected

Seal & Signature of the tenderer.

Manufacturer's Authorization Form
(on Manufacturer's Letter head)

To : *[insert: name of the Purchaser]*

WHEREAS *[name of the manufacturer]* (herein after, "we" or "us") who are established and reputable manufacturers of *[name and/or description of the Goods requiring the authorization]* (herein after, "Goods") having production facilities at *[insert: address of factory]* do hereby authorize as Indian Agent*[name and address of Bidder]* (herein after called "Bidder") to submit a bid, and sign the contract with you against Invitation for Bid *[insert reference number for invitation for Bid]* including the above goods manufactured by us.

We hereby extend our full guarantee and warrantee for the above specified goods against the bidding documents for full five years as well as confirm to provide AMC/CMC for next five years after the expiry of guarantee and warrantee period.

We are ready to enter a tripartrate agreement including (1) Bidder, (2) Manufacturer/ Indian Sole selling agent(in case of Foreign Manufacturer), (3) Purchaser(concerned Principal /Director of respective medical college/ Institute).

We further guarantee that in the event we change our dealer / Indian agent, we will continue to provide all the services as assured in the tender document and are also as required by the Principal as the case may be, through our new dealer / Indian Agent or directly as may be required.

For and on behalf of the manufacturer

Signed :.....

Date:.....

In the capacity of *[title, position, or other appropriate designation]* an duly authorize to sign this authorization on behalf of *[name of manufacturer or producer]*

NOTE – This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent having the power of attorney to legally binding on the manufacturer. This should be included by the bidder in Technical bid, failing which Tender will be treated as non responsive / disqualified.