

अखिलभारतीयआयुर्विज्ञानसंस्थान, मंगलगिरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

Guntur, Andhra Pradesh – 522503

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*A CAB under Ministry of Health & family Welfare, Government of India*

**Bid No. AIIMS MG/Procurement/2021-22/RC- Diesel**

## **NOTICE INVITING QUOTATION**

**for**

**SUPPLY OF HIGH-SPEED DIESEL AT AIIMS,  
MANGALAGIRI ON RATE CONTRACT BASIS**

**Disclaimer:** This Bid is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the Bid process unless and until a formal contract is signed and executed by duly authorized Officers of the All-India Institute of Medical Sciences, Mangalagiri with the vendor/ bidder.

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) MANGALAGIRI**

Guntur (Andhra Pradesh), 522503 (India)

Website: <https://www.aiismangalagiri.edu.in/>

**Bid Notice**

*Bid No. AIIMS MG/Procurement/2021-22/RC- Diesel*

The Director, AIIMS Mangalagiri invites Bids from reputed, experienced Bidders to supply of high-speed diesel” at AIIMS, Mangalagiri on rate contract by sealed cover bid document.

The Bid notice and Bid documents are also available in our website:

[www.aiismangalagiri.edu.in](http://www.aiismangalagiri.edu.in)

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of the bid. The Procurement of goods and services under this tender will be regulated as per the provisions of Public Procurement (Preference to Make in India), order 2017 of MoC & I (DIPP), Govt. Of India, therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Mangalagiri will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

<b>DATA SHEET</b>	
Mode of Bid	Sealed Cover Bid
Type of Bid	Two Bid System
Bid Publishing Date	07 / 12 / 2021
Last date and time for submission of Bid	28 / 12 / 2021 03.00 PM
Date and time for opening of Bid	28 / 12 / 2021 03.30 PM
EMD	Exempted
Period of contract	Two years from the date of award of contract
For downloading, quoting the bid, visit our website	<a href="http://aiismangalagiri.edu.in">http://aiismangalagiri.edu.in</a>
For Technical Queries Enquiry	<a href="mailto:admin.stores@aiismangalagiri.edu.in">admin.stores@aiismangalagiri.edu.in</a>
Address for Bids Submission	Administrative Officer, 4th Floor, Nursing College building, AIIMS Mangalagiri, Andhra Pradesh -5220503

**Conditional bids will not be accepted under any circumstances and will be out rightly rejected.**

Administrative Officer  
For Director, AIIMS Mangalagiri

## **INSTRUCTION FOR SUBMISSION OF BIDS:**

### **Sealing and marking of bids:**

1. All interested vendors are requested to send their bid document as per details technical specification given and Price Bid. Hard copies in spiral binding of all the documents of technical bid are to be submitted physically in one sealed envelope addressed to the O/o AO (Procurement), 4th Floor, Nursing College building, AIIMS Mangalagiri, Guntur-522503. The bidder's name, telephone number and complete mailing address should be indicated on the cover of the outer envelope. It should reach before the date of opening of the technical bids. The envelope should be clearly marked "*Technical Bid for Supply of High-Speed Diesel at AIIMS, Mangalagiri on Rate Contract*" and second envelope "*Price Bid for Supply of High-Speed Diesel at AIIMS, Mangalagiri on Rate Contract*". Both envelopes should be sealed and placed in another larger envelope, duly sealed and superscribed "NIQ for supply of High Speed Diesel".
2. If the envelope is not sealed and marked as required, the Contractee will assume no responsibility for the bid's misplacement or premature opening.
3. The Bid document submitted should be serially numbered and contain the table of contents with page numbers.

### **Deadline for submission of bids:**

Bids must be received by the Contractee at the address specified not later than the time and date specified in the notice invitation for Bids.

### **Modifications and withdrawal of bids:**

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Contractee prior to the deadline prescribed for submission of bids.
2. The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice should be through a signed confirmation by the bidder. The Contractee should receive it before the deadline for submission of bids.

## **SCOPE OF WORK**

1. The supplier shall supply diesel through their diesel bowser to AIIMS Mangalagiri Diesel tanks/ Generators/ at AIIMS Mangalagiri at specified date and time provided by officer-in-charge.
2. The scope of work includes loading, unloading, transportation and other activities undertaking, if any.
3. Transportation shall be compulsory **through Diesel Bowser** having own valid license and calibrated dip certificate.

4. Unloading shall be done at specified locations of AIIMS Mangalagiri.
5. Transportation should be with loading and unloading including all charge on F.O.R. at AIIMS Mangalagiri Campus, Diesel Yard.
6. Supplier will be responsible for any leakage. If found, then payment will be paid as per actual quantity found at site

### **QUALIFYING REQUIREMENTS**

1. Registered firms/Companies/Suppliers/Contractors in India capable of carrying out the subject work as per schedule and having three-year' experience of similar works during the last 3 years with a minimum average turnover of Rs. 10 Crores during last three financial Years. The bidder should have proper infrastructure to execute the said work at AIIMS Mangalagiri.
2. Bidder should be a Public/Private Sector Oil Company or dealers of Public/Private Sector Oil Company. Bidder has to submit Authorized Dealership Certificate (IOCL/HPCL/BPCL/Reliance etc.) duly notarized by Notary Public along with bid.
3. Bid Security declaration as per Annexure – III.
4. Certificate of Registration for GST and acknowledgement of GST filed return upto previous quarter.
5. Signed with company seal on each page of NIT and documents submitted with bid. Bidder must ensure submission of duly filled, signed & stamped forms/formats along with their offer.
6. Audited Balance sheet by chartered Accountant of last 3 Years.
7. Bidder (Dealer/ Filling Station) must be based in Vijayawada/Guntur Districts, Andhra Pradesh and valid proof should be submitted.
8. A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) any other laws in force shall also not be eligible.
9. Only Authorized signatory will be permitted to sign any type of documents.

### **TERMS AND CONDITIONS**

1. **Period of Contract:** The period of contract shall be for 02 years from date of Commencement of Contract. The period is further extendable for a maximum period of 1 year on the same terms and conditions and rates at which the contract is awarded. The price bid will be valid throughout the contract. No claims, whatsoever either on account of increase in the rate of material, or other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS Mangalagiri through appropriate reduction of the contracted rates.
2. The quotations received after the end date shall not be entertained under any circumstances whatsoever. The Institute will not be responsible for any postal delay.

3. Quotations must be in the enclosed prescribed Proforma on the letter head of the firm duly signed by the Proprietor/ Partner/ Director or their authorized representative. In case of signing of quotation by the authorized representative, letter of authorization must be attached with the quotation.
4. **Performance Guarantee:** The contractor whose bid is accepted will be required to furnish performance guarantee of Rs. **3, 00,000.00 (Rupees Three Lakh Only) 3%** of Contract value, within fifteen days of issue of LOA and should be in favor of 'AIIMS Mangalagiri'. And payable at Mangalagiri. This guarantee may be in the form of Fixed Deposit Receipts or Bank Guarantee from any Scheduled bank.
5. No overwriting or cutting is permitted in the rate. If found, the quotation shall be summarily rejected.
6. **Award Criteria:** H1 will not be the criteria for awarding of purchase order unless the rates are reasonable & justified. **H1 will be decided on maximum percentage discount** offered over prevailing market rate on the delivery date.
7. In Case the discount quoted of two or more contractors is same, then such H1 (Highest discount) contractors may be asked to submit sealed revise offer quoting discount of the schedule of quantity. The lowest tender shall be decided on the basis of revised offer.
8. If the revised discount percentage of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence committee constituted by Competent Authority.
9. RTGS/NEFT details need to be furnished by the supplier with the quotation on the letter head of supplier/firm/agency.
10. The firm/agency may satisfy the following conditions and attach self-attested copy of the same with the quotation:
  - a. Firm shall be registered with the Government of Andhra Pradesh /Central Government.
  - b. The firm shall have valid VAT/ Sales Tax No. and IT PAN.
  - c. **The firm should not be black listed by any Govt. Agency/Dept.**
11. Quotations qualified by vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected. Conditional quotations shall be rejected summarily.
12. **Delivery Period** – Within 24 Hrs. from time of issuing of indent/requirement through e-mail/letter. Rate shall be as per the price on delivery date.
13. **Payment Terms:** Payment will be made only after satisfactorily delivery and inspection of material by AIIMS Mangalagiri.
14. The payment to the successful bidder shall be released within one month after the satisfactory receipt of the goods. Advance payment will not be made under any circumstances.

15. **Disputes:** In the event of any dispute or disagreement arising between the Supplier and any department of AIIMS Mangalagiri with regards to the interpretation of “Terms & Conditions” of this inquiry, the same shall be referred to the Director, AIIMS Mangalagiri, and his decision will be final and binding upon the Supplier.
16. Quotation must be submitted in tender box at the following Addresses:- **Administrative Officer, 4th Floor, Nursing College building, AIIMS Mangalagiri, Guntur - 522503.**
17. AIIMS, Mangalagiri reserves the right to reject any quotation or part or the whole of inviting quotation process without assigning any reason thereof decision of AIIMS, Mangalagiri will be final in this regard.
18. The annual rate contract awarded as a result of this tender document will be in the nature of a standing offer. Actual supply order will be placed from time to time. No guarantee shall be given as to the minimum or actual usage and consequential supply orders.
19. The discount percentage quoted would be valid for a period of two year or such extended period by mutual consent, as the case may be from the date of execution of the contract.
20. Bidder has to submit online downloaded copy for rate justification of same date and time which will be cross verified with HSD bill and will be submitted for payment Or any authentic documents issued by public/private sector oil companies to supplier for justification of rate of HSD.
21. Quality and specification of High speed Diesel should confirm to BIS: 1460:2000 specification for High Speed Diesel.
22. AIIMS has the right to get sample checked by NABL accredited third party lab for testing.
23. Consignment should be delivered on working days between 9:00am to 4:00 pm except in case of emergency requirement of AIIMS.
24. AIIMS will be responsible of payment only after testing quality and quantity satisfactions.
25. Supply of High Speed Diesel should not be stopped, if the payment of any bill gets delayed for some time due to unavoidable circumstances.
26. The supplier is liable for any accidents legal compensations with civil or criminal liability of the vehicle under this contract AIIMS Mangalagiri shall be neither responsible nor compensate for the same.
27. Supplier will have to follow all the tender terms and conditions along with any instructions given by authorized authority of AIIMS Mangalagiri, in writing. In case of breach in any terms or conditions of contract, instruction or written order of authorized authority, AIIMS Mangalagiri reserves the right to cancel the contract or apply any/penalty in terms of amount or undertake any other disciplinary action and the same will be binding on the supplier.
28. In case of any delay in supplying of consignment as per our required schedule, AIIMS

Mangalagiri shall make alternate arrangement and any additional cost incurred due to it may be recovered from the Supplier.

29. In case of Partnership firm, a Partnership registration letter of the firm has to be provided at the time of agreement. Only the person authorized be authorized to sign the tender/contract documents and to deal with AIIMS Mangalagiri.

30. **Cancellation of Contract in Full or in Part:** AIIMS at its sole discretion can terminate the contract at any time during the period of contract, if the Contractor:

a) At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from AIIMS, Mangalagiri; or

b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 07 days after a notice in writing is given to him in that behalf by the AIIMS, Mangalagiri.

or

c) Fails in yearly performance evaluation of the service provider/contractor by AIIMS or third-party inspection or both;

or

d) Violates any of the terms and conditions stipulated in the agreement/tender document.

31. The Director, AIIMS, Mangalagiri reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute. The Director, AIIMS, Mangalagiri reserves the right to reject all or any tender in whole, or part, without assigning any reasons thereof.

32. The Director, AIIMS, Mangalagiri does not bind himself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition is put forth by the Bidder shall be summarily rejected.

33. **Inspection of Site:**

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the space they may get and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a Bidder implies that he has read this notice and all other contract documents and has made themselves aware of the scope and specifications of the work to be done.

34. **Obligations of the Contractor:**

The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to AIIMS and shall indemnify AIIMS against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which AIIMS, Mangalagiri may be party or involved as a result of the contractor's failure to

comply to & relevant act law which the contractor is to follow.

35. All the workers engaged by the Bidder for carrying out tasks under this contract, shall be deemed to be the employees of the Bidder only. The Bidder shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The Bidder shall also provide its Workers photo-identity cards which shall be checked by the AIIMS, Mangalagiri, as and when necessary.
36. The Successful vendor shall maintain a log book for inspection by the concerned officer of AIIMS, Mangalagiri.
37. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance and other related documents including complying with any statutory requirements and provisions of applicable laws.

**38. Dispute Settlement:**

It is mutually agreed that all differences and disputes arising out of or in connection with these agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, Mangalagiri whose decision shall be final and binding on both the parties.

**39. Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to the made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

**40. Validity:**

The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

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

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

**42. Insolvency etc.:**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by



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

43. The intending Bidders shall mention the rates clearly in figures as well as in words in the enclosed format. The tenders not submitted in the specified manner or those found to be incomplete in any respect would be summarily rejected.

44. Conditional bid will be treated as unresponsive and it may be rejected.

**45. Applicable Law:**

a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactments made time to time concerning such Commercial dealings / processing.

b) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Vijayawada / Guntur, Andhra Pradesh, India only.

c) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Mangalagiri. The decision of the Arbitrator shall be final and binding on both the parties.

46. **Right of the AIIMS, Mangalagiri:** - AIIMS, Mangalagiri reserves the right to increase/reduce the scope of work in this Tender. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract Document, interpretation of the Clauses by AIIMS, Mangalagiri shall be final and bindings on all Parties.

**47. Force Majeure: -**

a) Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of AIIMS or Successful vendor.

b) If because of any strike or lockout either in AIIMS or in the Local area, the Successful vendor is unable to function or his business is affected, AIIMS shall not be liable for any loss, which the Successful vendor may suffer in such an event.

**FINANCIAL BID**  
**(To be submitted on Firm Letter Head)**

S.No	Description	Percentage discount over market price (%)	Total Discount in Words
1	High Speed Diesel		

1. The bidders are required to quote for the designated area
2. Highest discount offered by the bidder will be considered H-1 bidder.
3. In case more than one bidder qualifies for H-1, the Bid will be awarded to the bidders based on technical evaluation.
4. The bidder shall quote discount of price in (+) or (-) %, over diesel price set by Oil PSU on the supply day including transport, loading and unloading charges.
5. The prices of diesel are subject to public sector Oil Company's (Manufacturer) notification and shall be applicable as per prevailing rate in Vijayawada / Guntur at the time of delivery. Bidder shall submit a copy of such notification from time to time along with the bill.

**Declaration by the Bidders:**

This is certify that I/We before signing this Bid have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.

Name: - .....  
Address: - .....  
Phone No: - .....  
Email: - .....  
Seal: - .....

Place:-  
Date:-

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**Date:**

To,  
The Director,  
AIIMS Mangalagiri

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the Bid document(s) for the above mentioned 'Tender/ Work from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ To \_\_\_\_\_ (including all documents like annexure(s), schedule(s), technical Specifications etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**PROFILE OF THE ORGANIZATION/COMPANY/FIRM**

(To be given on Company Letter Head)

<b>FORM A: Particulars of the Firm/Company/Agency</b>		
1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)	
3.	Type of business (Manufacturer/ Authorized Agent/ Consulting company/ if any specify)	
4.	Website	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
<b>Particulars of the firm representative</b>		
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	

**FORM B: Particulars of Firm Bank Details**

15.	Name of the account holder / Firm	
16.	Account Number	
17.	Name of the Bank & Branch	
18.	IFSC Code	
19.	MICR code	
20.	Type of account	
21.	Address	
<i>*Please attach a Cancelled Cheque along with the account information form.</i>		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

**Certified that the particulars furnished above are correct as per our records.**

**Signature of the Authorized**

Date:

Designation Office Seal of the Bidder)

**BID SECURITY DECLARATION FORM**

Date:

To,  
Director,  
AIIMS Mangalagiri.

**Ref:** AIIMS/MG/Store/Tender/2021-22/RC- Diesel

Dear Sir,

I/we accept that I/We may be disqualified/debarred from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because

I/We have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the NIT; or

Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity.

- i. fail or reuse to execute the contract, if required, or
- ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders

The validity of this declaration will remain till the announcement of the name of the successful Bidder & if, I am/we are not the successful Bidder.

Yours faithfully,

(Signature of Bidder with seal)

Place: .....

**POWER OF ATTORNEY**  
**(On a Stamp Paper of relevant value)**

I/We.....

(Name and address of the registered office) do hereby constitute, appoint and authorize

Sri/Smt ..... (Name and address) who is presently employed with us and holding the position of .....as our attorney, to act and sign on my/our behalf to participate in the tender no..... for ..... (Goods/service/work name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... Undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the \_\_\_ day of 20\_ For\_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_  
(Signature)

(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_

**AUTHORISATION FORM**

**(To be submitted by authorized dealers/representatives/Franchise holders)**

No.

Dated:

To

**Director,  
All India Institute of Medical Sciences,  
Mangalagiri – 522503 (Andhra Pradesh, India)**

Dear Sir,

Tender No \_\_\_\_\_ :

1. We \_\_\_\_\_ (name of the OEM) are the original manufacturers of the above equipment/Items having registered office at \_\_\_\_\_ (full address with telephone number/fax number & email ID and website), having factories at \_\_\_\_\_ and \_\_\_\_\_, do hereby authorize M/s. \_\_\_\_\_ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. No \_\_\_\_\_ company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warrantee /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

For and on behalf of M/s. \_\_\_\_\_

Date:

(Name of Authorizer)

Place:

**Note: This letter of authority should be submitted on the letterhead of the franchisee concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.**



**AFFIDAVIT**

**DECLARATION REGARDING CRIMINAL LIABILITY, BLACKLISTING /  
DEBARRING AND NON-PENALIZE/ PUNISH FOR TAKING PART IN TENDER**

*(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non judicial  
Stamp paper by the Tenderer)*

I, \_\_\_\_\_ Proprietor/Director authorized signatory  
of the agency/Firm (M/s \_\_\_\_\_), do  
hereby solemnly affirm and declare as follows:

1. I am authorized signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the firm/Agency has not been banned /suspended/blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).
6. I/We further undertake to report to the Administrative Officer, AIIMS, Mangalagiri immediately after we are informed but, in any case, not later 15 days, if the Firm/Agency in which Proprietor/Partners/Directors of Firm/Agency which is banned/suspended in future during the Contract with you.
7. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
8. In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the AIIMS Mangalagiri, and SD (Security Deposit) shall be forfeited.
9. In addition to the above, the AIIMS, Mangalagiri will not be responsible to pay the bills for any completed /partially completed work.

Attested:

(Public Notary / Executive Magistrate)

Date

Place:

(Signature of the Bidder)

Name:

Designation

Seal of the Agency

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

**FORMAT OF EXPERIENCE****Description of similar work executed during the last Three years.**

(Please furnish copies of completion certificate from the Government Department / Organization//PSU/Private etc.)

S.No	Description of the work /order Executed	Actual value of work/order executed (Rs.)	Work Period			Name of the Govt. Dept./ organization etc.
			Start Date	Finish Date	Stipulated period	
1						
2						
3						
4						

**Bidder Signature and seal with date**Signature of the Authorized Signatory  
Designation Office Seal of the Bidder

**FINANCIAL CAPABILITIES****(At the Letter Head of Chartered Accountant)**

I/We have examined the books of account and other relevant records of .....  
 (bidding firm name), having its registered office at ..... (Full  
 address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl.No.	Financial year	Turnover
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	

(2) Average turnover of the firm for last three financial years is Rs .....

Signature of CA (with stamp of Firm) .....

Name- .....

(Registration No. - .....) )

**(Chartered Accountant)**

**UDIN Number:** .....

Firm name- .....

Proprietor name .....

Signature (with stamp) .....

**Date-** .....

**BANK GUARANTEE FORM**

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,  
All India Institute of Medical Sciences  
Mangalagiri - 522503

In consideration of All India Institute of Medical Sciences, Mangalagiri [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s \_\_\_\_\_ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as required under the terms and conditions of contract / work order no \_\_\_\_\_ dated \_\_\_\_\_ [ hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We, \_\_\_\_\_ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We \_\_\_\_\_ the bank hereby undertakes to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
2. We, \_\_\_\_\_ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.
3. We \_\_\_\_\_ the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our

liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We \_\_\_\_\_ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and shall remain in force up to \_\_\_\_\_ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. \_\_\_\_\_. We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to AO (Procurement) Officer, All India Institute of Medical Sciences, Mangalagiri.
8. We, \_\_\_\_\_ the bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_

**Signature**

**For the Bank**

**Witness:**

**Name(s) & Designation(s)**

**Name & Address**