

(2<sup>nd</sup> call)

**Tender For**  
**"Annual Maintenance Contract for Air Conditioner"**  
**At**  
**All India Institute of Medical Sciences, Raipur**

No	DME Stage	Start Date & Time
1.	NIT No.	Store/Tender/ AMC For Air Conditioner/ 2/ 2015
2.	NIT issue date	10-08-2015
3.	Pre bid Meeting	03-09-2015 at 03:00 PM Venue: Committee Hall, 1st Floor, Gate no.-5, G.E. Road, Tatibandh, Raipur-492099
4.	Last Date of submission	16-09-2015 at 03:00 PM Venue: Store Officer, 2 <sup>nd</sup> Floor, Gate no.-5, G.E. Road, Tatibandh, Raipur-492099
5.	Last Date of opening of technical bid	16-09-2015 at 03:30 PM
6.	Tender document Cost	₹1140.00 (document cost ₹1000.00 + VAT ₹140.00)
7.	EMD Amount	₹8120.00



**All India Institute of Medical Sciences, Raipur**  
**Tatibandh, Raipur – 492099, Chhattisgarh**  
Tele: 0771- 2971307, email: [store@aiimsraipur.edu.in](mailto:store@aiimsraipur.edu.in)  
Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in), [www.tenders.gov.in](http://www.tenders.gov.in)

**Chapter I- Instruction to bidders**  
**Notice Inviting Tender**

**Annual Maintenance Contract for Air Conditioner  
at AIIMS, Raipur,**

On behalf of the Director, All India Institute of Medical Sciences, Raipur tenders in sealed cover are invited under **two-bid** system from maintenance and their companies/firms/agencies for providing Maintenance of Air Conditioner for AIIMS, Raipur.

The interested companies/firms/agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed **“Tender For Annual Maintenance Contract for Air Conditioner”** and should reach at the office of **“The Store Officer, AIIMS, Tatibandh Raipur (C.G.) - 492099**, by or before on 03.00 PM on **16-09-2015**. The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at **03.30 PM** at AIIMS, Raipur. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The date of opening of financial bid of technically qualified agencies will be announced later.

The tender document containing technical bid form, financial bid form, technical description/specification & item and terms & conditions can be downloaded from website [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in). Demand Draft/Pay Order for **1,140/-** (Rupees One Thousand One Hundred Forty only) 14% VAT Including (non-refundable) in favour of “AIIMS, Raipur”, payable at Raipur, against cost of the tender document along with their technical bid in the Cover-I “Technical Bid”. The amount of bid security (EMD) for **Annual Maintenance Contract for Air Conditioner of Rs. 8,120/- (Rupees Eight Thousand One Hundred Twenty only)** of tender documents should be paid by Pay Order/DD/FDR/BG in favour of “AIIMS, Raipur” payable at Raipur and will be placed in cover-1 with technical bid. The Tender Documents are not transferable.

Any future clarification and/or corrigendum(s) shall be communicated through Store Officer on the AIIMS, Raipur website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in).

**Store Officer  
AIIMS, Raipur**

**TENDER DOCUMENT**  
**“Annual Maintenance Contract for Air Conditioner”**  
**at AIIMS, Raipur**  
**TECHNICAL BID**

**(In separate sealed Cover-I super scribed as “Technical Bid”)**

Sr. No.	Particular	Page no.
1.	Name & Address of the companies/ firms/Agency with phone number, email, name and telephone/mobile	
2.	Specify your firm/company/ authorised dealer/distributor/ Agency	
3.	Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
4.	Have you previously maintenance of Air conditioner of any government/ reputed private organization? If yes, attach the relevant poof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/ reputed Private Organisation or DGS&D rate in recent past. <b>If you don't fulfil this criteria, your tender will be out rightly rejected.</b>	
5.	Please attach copy of last 3 years Income Tax Return Year -2012-2013 Year -2013-2014 Year -2014-2015	
6.	Contact no. In case of emergency	
7.	Whether authorised service provider of any OEM/Manufacturer	
8.	If yes, Name and address of OEM (please furnish documentary proof)	
9.	The average turnover of the bidder in the last three years should not be less than 1,36,000/-. Copies of authenticated balance sheet for the past three financial years	
10.	PAN No. (Please attach copy)	
11.	VAT/Service Tax Registration Number. (Please attach copy) if applicable	
12.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.	
13.	Power of Attorney/authorization for signing the bid documents	
14.	Experience Certificate in the field of air conditioning	
15.	Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.	

16.	Details of the Bank Demand Draft/ Pay Order/BG/FDR of bid security (EMD) For Rs. 8,120/- Pay Order/BG/ FDR/DD No: Date: Payable at	
17.	Detail of cost of Tender for Rs. 1,140/- (if downloaded from website) DD No. /Pay Order Date: Payable at-	

**Declaration by the Tenderer:**

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

**Encls:**

1. DD/Pay Order (if tender form is downloaded from the website of this Institute)
2. Pay Order/FDR/DD/BG
3. Terms & Conditions (each page must be signed and sealed)
4. Financial Bid

Place:.....

Date:.....

**(Signature of Tenderer with seal)**

Name:

Address :

**“Annual Maintenance Contract for Air Conditioner”  
at AIIMS, Raipur  
FINANCIAL BID**

**(In sealed Cover-II super scribed “Financial Bid”)**  
TENDER FOR PROVIDING “Annual Maintenance Contract for Air Conditioner”  
For  
“AIIMS, RAIPUR”

To,  
Store Officer  
AIIMS Raipur, Tatibandh, Raipur (C.G.)

Dear Sir,  
Our quoted rate for supplying the Annual Maintenance contract for Air Conditioner for AIIMS, Raipur will be as follows:-

Sr. No.	Item Description	No. of AC's	AMC Rate per unit	Service Tax (if applicable)	VAT (if applicable)	Total Rate (per Unit)	Total Amount (No. of AC X Total Rate per Unit)
01	1.5 TR Split AC	55					
02	2.0 TR Split AC	27					
Total Amount							

**SPECIAL CONDITIONS**

1. The bidders should submit the relevant certificates / evidence of previous services to Air Conditioner.
2. The bidder should not have been blacklisted before.
3. The bidders shall also arrange for the demonstration of their Maintenance to the concerned committee regarding the quality aspect.

The above quote should include all applicable taxes. If the rates of various items are L1 for different Tenderer, the AIIMS Raipur reserve the right to either accept the L1 of different firm/agencies or will negotiate, with the firm who has quoted the maximum gross value of L1 items to lower the rate of other item up to the limit of L1 quoted by other firms. In this context, final decision of the committee will be binding to all and no claim in the regard can be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

**Declaration by the Bidder:**

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding Maintenance of Air Conditioner. I/we agree to abide them.
2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

**(Signature of Bidder with seal)**

Date:.....

Name :

Seal :

Address:

## **Chapter-II- Conditions of Contract**

### **General Terms and Conditions**

**Subject:** - Notice Inviting Tender Annual Maintenance Contract for Air Conditioner All India Institute of Medical Sciences, Raipur

#### **Information and Conditions relating to Submission of Bids**

##### **1. Earnest Money:**

Earnest money by means of a Bank Demand Draft/ Pay Order/BG/FDR of **Rs. 8,120/- (Rupees Eight Thousand One Hundred Twenty only)** must be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD/BG/FDR may be prepared in the name of **“All India Institute of Medical Sciences, Raipur”**.

- a) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.
- e) The bid security may be forfeited:
  - i) If a bidder withdraws his bid during the period of bid validity.
  - ii) In the case of a successful bidder, if the bidder fails:
    - a) To accept the Letter of Acceptance or
    - b) To furnish Contract Performance Security as mentioned in tender document
    - c) To accept arithmetical corrections.

##### **2. GENERAL INSTRUCTIONS**

- 1.1 The invitation for bids is open to all Service Dealers for the work of Comprehensive Annual Maintenance Contract of Air Conditioners (Split Type)
- 1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

- 1.3 Each page of the Bid documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Store office, AIIMS, Raipur.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Store Office. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

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

The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers **"Technical bid for Annual Maintenance Contract for Air Conditioner"** and **"Financial Bid for Annual Maintenance Contract for Air Conditioner"**. Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as **"Tender Annual Maintenance Contract for Air Conditioner"**.

### **4. Signing of Tender:**

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

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.



- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

**5. N.B.**

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

**6. Opening of Tender:**

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

**7. Validity of the bids:**

The bids shall be valid for a period of 180 day from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

**8. Right of acceptance:**

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

## **9. Communication of Acceptance / Right of Acceptance :**

AIIMS, Raipur reserve the right to reject any tender including of those tenderer who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

## **10. Performance Security:**

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of Contract value in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "All India Institute of Medical Sciences, Raipur". The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt issued by any Scheduled Bank. Performance Security will valid till 60 days after completion of contractual obligations under the contract.

## **11. Responsibilities of Firm/Agency :**

- Selected firm will responsible for all preventive maintenance check up.
- All complaints must be attended to within six hours (In case of emergency).
- In case the AC unit is not repairable to within the office, the same shall be carried to your workshop at your own expenses with written permission of competent authority. If not returned, cost of AC unit will be recovered.
- It shall be responsibility of the Firm to hand over the AC units to this office under contract in working condition at the expiry of the contract.

## **12. Risk Purchase & Recovery of sums due:**

- Failure or delay in rendering of service in the tender, shall be treated as 'non compliance' or 'breach of contract' and the order in part of full be arranged from alternative source(s) at the discretion of the Store Officer and the difference in price has to be recovered from the tenderer as mentioned elsewhere.
- The amount will be recovered from any of his subsequent / pending bills or security Deposit.
- In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

### **13. Penalty**

In case of any complaint/ breakdown/fault in any equipment, the firm has to attend the fault within 72 hours of reporting on phone/FAX/ Email etc. failing which will invite a penalty as follows:

- a. Attending to complaint between 24 hours — 48 hours of intimation- Rs. 200/day
- b. Attending to complaint between 2 days to 5 days of intimation- Rs. 1000/day
- c. Attending to complaint beyond 5 days - Rs. 2000/day

### **14.FORCE MAJEURE:**

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

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.

### **15.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, Raipur shall have the power to terminate the contract without any prior notice.

### **16. 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, Raipur. In that event the security deposit shall also stands forfeited.

### **17. Subletting of Work:**

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

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

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

**19. Terms of payment:**

Payment to the selected agency shall be released on half yearly basis i.e. 50% after six months of award of contract and balance 50% on completion of AMC subject to receipt of satisfactory report.

**20. Arbitration**

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to Sole Arbitrator will be appointed by the Director, AIIMS, Raipur. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

**21. Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

**22. Bid Evaluation And Determination Of The Successful Bidders**

- a. The bid evaluation shall be done based on the following criteria:
  - (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
  - (ii) Receipt of valid EMD with requisite amount in acceptable format.
  - (iii) Documents in proof of meeting the minimum eligibility criteria.
  - (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.
- b. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality.
- c. The Bidder with the lowest prices shall be treated as L-1 Bidder

### **23. Notification Of Award By Issuance Of ‘Letter Of Acceptance’**

1. After determining the successful bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to the qualified L-1 bidder, about the acceptance of their bid and their quoted/agreed prices, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by them/him.
2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will constitute formation of the contract.

### **24. Corrupt Or Fraudulent Practices**

1. The Contractors shall observe the highest standard of ethics during the procurement and execution of the contract.
2. AIIMS, Raipur shall reject a proposal for CAMC of Air Conditioners, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. AIIMS, Raipur will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

### **25. Miscellaneous**

1. It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.
2. During the validity of this bid or during the extended period, if any, if the bidder provides the same or equivalent services to any other Department/Organisation in India at a price lower than the price fixed for AIIMS, Raipur, the bidder shall automatically pass on the benefits to AIIMS, Raipur, failing which the contractor is liable to be terminated and the Contractor is liable to be black-listed.
3. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the bidder's own expense.

## **Chapter-III- Conditions of Contract**

### **Special Conditions of Contract**

#### **Scope of work:**

The selected Agency/Firm shall be responsible to provide annual maintenance contract for Air Conditioner. The AMC will include Periodic needs to be performed quarterly.

1. Complete periodic cleaning & servicing of Indoor & Outdoor Units.
2. Chemical Cleaning if required.
3. Checking of all the Electrical attachments & inform if needed to replace.
4. Oiling – greasing of Indoor & Outdoor Fan Motors Bearings & Shafts.
5. Clean all the sheet metal parts.
6. Periodic checking of the supply voltage & inform if any major variation.
7. Periodic cleaning of the jacket filters.
8. Cleaning of the condensers & the Evaporators.
9. Checking of the Air circulation & Distribution & temperature.
10. Supply of Gas required for satisfactory performance free of cost.
11. Supply of Electrical parts Viz : Relay, Running capacitors, Starting capacitors free of cost.
12. Repair of Compressor free of cost.
13. Blower & Condenser Fan Motor Repairing & Rewinding if required will be done free of cost.
14. Repairing of all the Electrical attachments viz. Relays, Contractors, SPP, Starters etc. free of cost.
15. Will inform you the precautions & initiatives to take for the Better performance.
16. Attend all the in between Calls without any Labour Charges.
17. Free Routing services will be provided free of cost.

#### **Insurance & Liabilities**

A. The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold owner harmless for any liability or penalty which may be imposed by the central, state or local authority also from all claims, suits or proceedings that may be brought against the owner arising under growing out of or by reason of the work provided for by this contract whether brought by employees of the contract or by third parties or any central government, state government or local authority for the following Act (s) and liability (s).

1. Employees State Insurance Act.
2. Workmen compensation & employers liability insurance.
3. Any other insurance required under law or regulations.
4. Accident or injury to workmen.
5. Damages to Client's property or to any person or any third party.

B. The contractor shall indemnify and keeps the owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident or damages arising under or by reason of this agreement or execution of contract.

**Compliance with Labour Laws:**

1. The contractor, at his own expenses, shall ensure the compliance with all applicable and governing industrial and labour laws and other laws, rules and regulations and BY-LAWS of both Central & State Govt. and all other local authorities. The contractor shall keep the owner harmless and indemnified in respect thereof.

**Chapter-IV- OTHER TERMS & CONDITIONS OF THE TENDER**

1. Period of contract: - One year.
2. Initially all the split AC unit shall be accepted for AMC in working condition only.
3. The unit rate quoted of other items for repairing and service of split ACs shall be valid for one year's only.
4. Rates should be mentioned both in figures and in words. The offer should be typed or written in Ink Pen/ Ball Pen without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
5. If the prices of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.
6. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.
7. The supplier should mention the compliance to the specification in the technical bid of the tender document failing this, the bid document will be disqualified.
8. During the performance of all contract, the contractor shall at his/its own cost and initiative fully comply with all the applicable laws of the land including bye laws, rules, regulation, order or other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government or other Civic authorities.

I / We hereby accept the terms and Conditions given in the tender

-----  
(Signature & Stamp of the bidder)

*Note- Please sign each page of document including terms & conditions & tender*



**MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM**

To  
The Store Officer,  
All India Institute of Medical Sciences Raipur

Dear Sir,

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

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

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to \_\_\_\_\_

Yours faithfully,

(Name)  
For and on behalf of Messrs. \_\_\_\_\_  
(Name of manufacturers)/Principal.