TENDER DOCUMENT

FOR SUPPLY

OF

General Anaesthetic drugs (UNDER RATE CONTRACT)

TO AIIMS

PATNA

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT : From 30/06/2016
DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT : From 30/06/2016 to 26/07/2016 up to 15:00 noon
DATE OF PRE-BID MEETING : On 08/07/2016 on 15:00 hrs
DATE & TIME FOR OPENING OF TENDER DOCUMENT : On 26/07/2016 at 15:30 noon
Notice Inviting Tender for Supply of General Anaesthesia Drugs under Rate Contract

All India Institute of Medical Sciences, Patna (AllIMS Patna) invites bids for Disposable Item under Rate Contract form reputed companies/firms/individuals/societies etc. those are in the business for the last three years. Accordingly, sealed tenders are invited latest by 26/07/2016 up to 15:00 hrs.

2. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Tender Fee of Rs. 1,500/- and Earnest Money Deposit (EMD) as per “Schedule of Requirement - Chapter III” in the form of Demand Draft issued in favour of AllIMS, Patna, drawn on any scheduled bank payable at Patna and other requisite documents to the undersigned duly superscribed “Bid for Tender No AllIMS/Pat/Tender/RC/Pharmacy/Drugs/2016/331” before 1500 hrs on 26/07/2016. The bids received after this deadline shall not be entertained under any circumstances whatsoever.

NOTE: The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

3. The sealed envelopes are to be deposited in the tender box placed at the office of Faculty-in-Charge Procurement, AllIMS, Patna or may be sent through registered/speed post addressed to The Faculty-in-Charge Procurement, All India Institute of Medical Sciences, Phulwarisharif, Patna – 801505. Bids sent by COURIER will not be entertained.

4. Bids will be opened on 26/07/2016 at 15.30 hrs in the presence of bidders or their authorized representatives who wish to participate in the bidding process with authorization letter. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

5. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Faculty-in-Charge Procurement through the website www.aiimspatna.org.

6. AllIMS Patna reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including quantity/amount of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, AllIMS, Patna in this regard shall be final.

Faculty-in-Charge Procurement Cell
AllIMS, Patna
CONTENTS OF TENDER DOCUMENT

The Tender Document has been divided into the following chapters:

- Chapter-1: General Instructions to Bidders
- Chapter-2: Terms and Conditions of Contract
- Chapter-3: Schedule of requirements
- Chapter-4: Technical Bid
- Chapter-5: Contract Form
- Chapter-6: Financial Bid (to be utilized by the bidders for quoting their prices and price bid should be kept in separate sealed envelope superscripted as Financial Bid for Disposables Items)
- Annexure 1 – Details of Similar Works Executed During the Last 3 (Three) Years
- Annexure 2 – Format of Affidavit
- Annexure 3 – Format of Bank Guarantee For Performance Security
1. The tender is “Two Bid’ document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD) and Tender fee. The financial bid should contain only commercial. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

2. The Technical bid must accompany with the tender fee of Rs. 1,500/- in form of Demand Draft in favour of AIIMS Patna. The tender document fee is non-refundable, non-adjustable and non-transferable and is payable through a demand draft on any scheduled bank drawn in favour of the “AIIMS Patna” payable at Patna.

3. The Tenders should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder’s authorized person should appear on each page of the tender. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency’s letter head.

4. The Contracts concluded as a result of this Tender Inquiry shall be governed by the ‘Terms & Conditions’ and other relevant instructions as contained in this Tender Document.

5. The prices/rates quoted should be indicated in words as well as in figures.

6. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected straightaway.

7. Quotations qualified by such vague and indefinite expressions such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.

8. Bidders are requested to enclose a copy of their valid certificate of PAN No., TAN No, Sale Tax/VAT No./Service Tax No. or any other document as requested by the Institute with their tender.

9. Tenders received without Tender Fee and EMD amount by way of demand draft in favour of AIIMS, Patna will not be considered at all.

10. Refund of Earnest Money Deposit: The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 15 to 90 days after conclusion of the contract with successful bidder. The EMD submitted by successful bidders shall be returned to them after the successful bidder deposits the performance security according to conditions stipulated in the bid document.

11. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in AIIMS will stand automatically extended up to 14.00 hours of the next working day in the Government offices.
12. Late/delayed tenders received in AIIMS due to any reason whatsoever will not be accepted under any circumstances.

13. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Patna (www.aiimspatna.org). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

14. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender. The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the bidders or outsiders shall not be allowed to attend the tender opening process.

15. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) The Technical Bid and (2) Financial Bid:

(1) TECHNICAL BID: - To qualify in the Technical bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria –

(a) Duly filled format of Technical Bid as per Chapter 4.

(b) Profile of the organization.

(c) Should have executed projects of similar nature in central/state govt./PSU’s/Autonomous Bodies in the last three years.

(d) Copy of constitution or legal status of the sole proprietorship/ firm/agency etc.

(e) Financial status: - The average annual turnover in similar jobs, of the firm should not be less than Ten Lakhs in the last three years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three years should be enclosed.

(f) Experience of 03 years or more.

(g) The technical bid should be accompanied by Demand draft of Rs. 1,500/- (non-refundable) against tender fee and Demand Draft of an amount as mentioned in the schedule of requirement (refundable) for EMD/bid security.

(h) Copy of Income Tax Return Filed Acknowledgements for last Three years.

(i) Copy of PAN Card.

(j) Copy of Sales tax/VAT registration certificate.

(k) Authorization letter/certificate from original manufacturer (if any) of the product.
(l) Broachers, original technical catalogue with detailed specification and picture of the product offered.

(m) The bidder should be financially sound and in a position to make bulk supply on a short notice of the items not covered in the list but auxiliary/ancillary/incidental to “Dictionary meaning” of Disposables but not covered in the list given in Schedule of Requirement (Chapter-3).

(2) FINANCIAL BID: - The financial bid shall contain:

Price Bid Form [as per Chapter 6] – Prices must be quoted as per format specified, failing which tender shall be summarily rejected.

16. SUBMISSION OF BIDS

16.1 SEALING AND MARKING OF BIDS: The bidder shall wax seal the Technical and Financial Bids in separate envelopes and keep them in a bigger wax sealed envelope. The Technical Bid shall bear the name “TECHNICAL BID OF Tender No. “AIIMS/Pat/Tender/RC/Pharmacy/ General Anaesthetic drugs /2015/215” on the envelope, while the Financial Bid shall bear the name “FINANCIAL BID of Tender No. “AIIMS/Pat/Tender/RC/Pharmacy/ General Anaesthetic drugs/2015/215” on the envelope for avoiding any mismatch.

16.2 The bigger envelope containing technical and financial bids in separate envelopes shall be:

(a) Addressed at the following address:
Faculty-in-Charge Procurement,
All India Institute of Medical Sciences,
Medical College Building,
Phulwarisharif, Patna – 801507.

(b) All the envelopes shall bear the Tender name, the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared ‘late’ or rejected.

(d) Bids shall be delivered in person and shall be dropped in the tender box placed in the office of the Faculty-in-Charge Procurement, AIIMS Patna or shall be sent by Registered/Speed Post. **Bids sent by COURIER will not be entertained.** The Purchaser shall not be responsible if the bids are delivered elsewhere.

(e) Venue of Tender Opening: Tender will be opened in Medical College Building, AIIMS Patna at specified time on the due date. If due to administrative reason, the venue/ time of bid opening is changed, it will be displayed prominently on the notice board of the Institute as well as in the office of the Faculty-in-Charge Procurement, AIIMS Patna.
17. **BID PRICES:**

17.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of VAT) as per price schedule given in Chapter 6. The offer shall be firm in Indian Rupees only. No foreign exchange will be made available by the purchaser.

17.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.

18. **TECHNICAL EVALUATION:**

18.1 Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute’s determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.

18.2 The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.

18.3 Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.

18.4 A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

19. **FINANCIAL EVALUATION:**

19.1 The financial bid shall be opened of only those bidders who have been found to be technically eligible as enumerated under clause 18. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.

19.2 The Financial Bids of unsuccessful bidders would not be opened and destroyed.
19.3 The rates must be quoted per job basis. Agency shall include in its price all taxes and other costs while quoting for the tender, in “Chapter 6: Price Bid” to be kept in Envelop No. 2. Income Tax will be deducted at source from the bills as applicable. The Agency needs to furnish its PAN number.

19.4 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

19.5 The evaluation and comparison of responsive bids shall be done on the price offered inclusive of Levies & Taxes i.e., Service Tax, Sales Tax, VAT, insurance etc. as indicated in the Price Schedule in Chapter 6 of the Bid Document.

19.4 The AIIMS Patna does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Patna reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

20. **AWARD OF CONTRACT: PLACEMENT OF ORDER**

The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technically, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

21. **PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:**

21.1 Firm whose offer is accepted will have to furnish Performance Bank Guarantee of an amount equal to Rs. 1,00,000/- (Rupees One Lakh Only) of the value of contract, in favour of AIIMS Patna issued by any scheduled bank.

21.2 The performance Bank Guarantee submitted should be valid for 15 months.

21.3 The Performance Bank Guarantee shall be refunded within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

21.4 No interest will be paid on Performance Bank Guarantee/Earnest Money Deposit.

21.5 In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable forfeited by Faculty-in-Charge Procurement, AIIMS Patna and his decision shall be final.

21.6 The expenses of completing and stamping the agreement shall be paid by the bidder.
Chapter -2
TERMS AND CONDITIONS OF CONTRACT

1) The Rate contract shall be for a period of one year from the date of award of contract or as indicated in the Letter of Intent (LoI). The contract may be extendable year to year subject to satisfactory performance and willingness to continue on the same terms and conditions or as may be agreed mutually by both the parties under the prevailing circumstances.

2) The bidders are expected to read carefully all the terms and conditions of the tender documents and their submission will be taken as consent to abide.

3) If the bidder gives deliberately wrong information to create conditions for acceptance of the tender, Director, AIIMS, Patna, reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.

4) Language: The language of the Tender shall be in English.

5) Earnest Money Deposit: Each Tender must be accompanied with “Earnest Money Deposit” in the form of Demand Draft, as mentioned in the Notice Inviting Tender.

6) Forfeiture of Earnest Money:-
   a) If the Bidders withdraw their Bids after opening of the same or the successful bidders withdraw their Bids after approval of their rates.
   b) If the successful bidders fails supply or refused either partial or total offer (Acceptance) made by The Faculty-in-Charge Procurement, AIIMS, Patna.

7) Return of Earnest Money :-
   a) After finalization of the Tender, the deposited Earnest Money will be returned back to the unsuccessful bidders.
   b) On receipt of Security Deposit, the deposited Earnest Money will be returned back to the successful Bidders.

8) Deposition of Security Money:- The Selected bidders must deposit the requisite amount of Security Money (10% of the approximates value of accepted items) within the stipulated date specified in the acceptance letter. The approved firm shall deposit the Security Money in the form of Demand Draft/Bank Guarantee payable at Patna duly pledged in favour of AIIMS, Patna.

9) Forfeiture of Security Money:-
   a) In the event of failure to supply or maintain the goods/articles/equipment / instruments as per Work Order within the stipulated period, the security deposit may be forfeited.
   b) In that event, supply of the said goods may be taken from the next lowest bidder vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Security Deposit of the said contractor or from any sum due of which may become due to the contractors.
   c) If any goods is damaged by the approved firm, cost of the same will be deducted from the deposited Security money of the contractor.
Refund of Security Deposit - After successful completion of entire supply and period of maintenance Security Deposit will be refunded within the six months if not extended for further period.

It must be mentioned clearly whether bidder is manufacturer/sole manufacturer/ Authorized agents for the items for which he is quoting.

a) Manufacturer must add a certificate that item(s) is manufactured by them as per range of products.

b) Sole Manufacturers must add a certificate that they are the sole manufacturer of the item for which they are quoting in this tender enquiry & item is /are their proprietary item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt. and DGS & D for the similar item(s) and these are not higher than those quoted by them.

c) Authorized agents must submit an authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals. The authorization letter must give/mention the purpose for which it will be allowed. The validity period of the authorization letter must be mentioned to the authority letter otherwise letter will be liable to rejection.

In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of absence of any partners, it must be signed on his behalf by a person holding “Power of Attorney” authorizing him to do so. Such “Power of Attorney” is to be produced with the Tender and in the case of the firm, carried on by one member of Joint Family, it must be disclosed that the firm is duly registered under the ‘Indian Partnership Act’.

ELIGIBILITY/EVALUATION CRITERIA: The bidder must fulfill the following conditions (all documentary proofs, self-attested and stamped (seal), are required to be submitted along with the technical bid):

(a) All the documents as indicated in clause 15 of General instructions to the Bidders.

(b) Documentary proof of the Registered Office/Shop of the Bidder. The registered office/Shop should be located within the periphery of 30 km area of the AIIMS Patna.

(c) The bidder should have its own Bank Account, PAN, TIN, and VAT registration. Self-attested Photostat of all should be enclosed.

(d) The Bidder should be a reputed & financially sound Disposables supplier having minimum experience of three years and expertise in supplies to Central Government Institutes/Ministries/Departments/Public Sector & Undertakings etc. Proof of experience obtained from Govt. Deptt. etc. should be enclosed. Copy of Income Tax Return for the last three years may also be enclosed with the Technical Bid.

(e) The Bidder should have an annual turnover of not less than Rs. 10,00,000/- (Rupees Ten Lakhs) Copy of relevant stipulated proof may also be enclosed with Technical bid.

(f) The tendering Firm/Agency/Company are advised in their own interest to quote their rates for
all the items or minimum 60% of items as per the specifications laid down in Financial Bid (Chapter-6). The offer of Bidders quoting rates for less than 60% items shall not be entertained.

(g) The Technical Responsive bidders: Financial Bid shall only be opened and L-1 bidder shall be decided on the basis of each Item wise lowest rate quoted by any of the bidder.

(h) The Bidder should give an affidavit duly notarized on Stamp paper worth Rs. 100/-, therein clearly and un-ambiguously mentioning that it has neither been black listed/no criminal case is pending against him by any of the Govt. Institute/Ministries/Departments/PSU with whom, it had contract for supply of Disposables items etc. during last five years nor has been penalized by such organization on account of poor/spurious quality.

(i) Details regarding quality, brand, specification etc. have been given against each item in the Schedule of Requirement (Chapter-3). Rates should strictly be quoted accordingly. Items where brand has not been indicated, rates should be quoted for best available/good quality product conforming to the prescribed/prevaling standards.

OTHER ESSENTIAL TERMS & CONDITIONS:-

14) The items mentioned below will be required by this office. The demand for these items will be given to the tendering Firm/Agency/Company by way of Dispatch Instructions/Purchase cum Supply Order from time to time during the contract period. All India Institute of Medical Science (AIIMS) Patna shall demand items over and above the items mentioned below (i.e. auxiliary/ancillary/incidental to “Dictionary Meaning” of Disposables) and the Agency will have to supply the same as per the rate mutually agreed upon as per than prevailing market rates.

15) The supply order may be given for single or bulk items and Agency will have to supply them immediately but not later than the period as stipulated in the Dispatch Instructions/Purchase cum Supply Order.

16) The items will be supplied at the destination location (Place) as stated in the Dispatch Instructions/Purchase cum Supply Order. No extra cost will be paid by the institute for the same.

17) All India Institute of Medical Sciences (AIIMS) Patna shall be the sole authority to cancel/amend any order, as per requirement, and also to place order for supply of items beyond office hours/holidays/place of supply for which, no additional payment shall be made.

18) The selected bidder would be required to arrange supply on regular basis as per the Dispatch Instructions/Purchase cum Supply Order during the working hours of the Institute. Since the rates are to be quoted on destination basis, no other charges whatsoever are payable extra.

19) The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS Patna.

20) Order shall be issued on requirement basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that
the quantity and quality of items supplied are of the requisite satisfaction of this office. If any items are found to be defective, or not of the desired quality etc., the same shall be replaced immediately, for which no extra payment shall be made by AIIMS Patna.

21) If the selected firm fails to deliver the items or replace the defected/spurious items within the stipulated date & time, a penalty @0.50% per week on on the value of goods supplied delayed will be charged, subject to maximum of 10% of the value of goods supplied delayed, as penalty and the actual cost paid to be an outside agency by the All India Institute of Medical Sciences, Patna, for the desired Disposables items, shall be deducted from the firm’s pending bills or Performance Security, as the case may be.

22) All India Institute of Medical Sciences, Patna shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of items beyond office hours/holidays/place of supply for which, no additional payment shall be made.

23) The bills raised by the selected tendering Firm/Agency/Company should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the tendering Firm/Agency/Company. The bill shall be raised indicating permissible taxes separately and the copies of proof of Service Tax/VAT or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of AIIMS Patna authorities.

24) The tendering Firm/Agency/Company shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences Patna while submitting the tender or at subsequent stage. Upon selection of the tendering Firm/Agency/Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/ different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and performance security shall be stand forfeited.

25) The rate quoted by the selected tendering Firm/Agency/ Company, and as approved by the All India Institute of Medical Sciences Patna, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.

26) The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency (ies) without prior written consent of the All India Institute of Medical Sciences Patna. If it is found that the firm has given sub-contract for supply of Disposables items on the basis of procurement/supply order, the contract shall stand cancelled & the performance security shall stand forfeited.

27) The conditional/incomplete bids shall not be considered and shall be declared un-responsive.

28) All entries in the tender form should be legible and filled clearly in the published in the Financial Bid Form (Chapter 6) only. If the space furnishing the information is found insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting or other than issued forms is permitted in the bid forms. In such cases, the tender shall be declared un-responsive.
29) All India Institute of Medical Sciences Patna shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the successful bidder in the course of their performing the duties to this office in connection with purchase order/supply order for Disposables items.

30) The Competent Authority of All India Institute of Medical Sciences Patna reserves the right to relax/withdraw any of the terms and conditions mentioned in the tender documents, if doing so is in the interest of the AIIMS Patna.

31) The AIIMS Patna reserves the right to place an order for supply of any items mentioned in the Financial Bid (Chapter 6) or otherwise, to any other firm(s) in emergency/unavoidable situation.

32) This office shall have the full authority to reject any/all offer(s) without assigning any reason thereof. Any enquiry after submission of the quotation will not be entertained.

33) The contract will be valid from the date; it is awarded/formalities completed. This office will, however, reserve the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the contract by giving one month’s notices at any point of time.

34) The rate submitted by the tendering Firm/Agency/Company should not be higher than the rates at which the Disposables items are being supplied by it to other Govt. Institutes/Ministries/Departments/PSUs. If subsequently it is found that the firm has supplied Disposables items at higher rates to the All India Institute of Medical Sciences Patna, the excess amount shall be recovered from the Performance Security and/or from the pending bills of the firm along with a penalty of Rs. 1,000/- on firm on such occasion and shall be doubled on subsequent occasions.

35) The tendering Firm/Agency/Company should have its own Bank Account Number, TIN, PAN Number, and VAT Registration Number. Self-attested copy of the same should be enclosed. The Bank name and account number should be intimated to Faculty Incharge Procurement Cell, AIIMS Patna to which all payments for supply of Disposables items will be made through ECS transfer in case of the successful bidder.

36) Any complementary scheme offered by the manufacturer shall be provided to the All India Institute of Medical Sciences Patna with no additional cost.

37) Before submission of the Tender, Bidder shall sign each page of his Tender and all of its relevant papers with date. The additional alternative and or subtractive clause (if any) shall also to be signed by the Bidder.

38) Delivery Period: 30 days from the date of issue of work order/supply order.

39) Payment: 100% Payment will be made by accounts department after delivery of goods against each order on submission of invoices in triplicate along with inspection report, original copy of work order/supply order and receipt voucher of central stores.

40) Warranty: - The goods/stores/articles/furniture supplied by result of this contract/supply order shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained /mentioned against each item in
the tender document/supply order. The seller guarantees that the said goods/stores/articles/furniture would continue to confirm to the description and quality aforesaid for a period of 12 months from the date of delivery/installation of the said goods/stores/articles/furniture to the buyer or 15 months from the date of shipment/dispatch from the sellers work, whichever is earlier.

41) The quantity in Chapter 6 may be revised upward/downward subject to the requirement of the Institute. Any deviation or variation will bear no financial effect.

42) Disputes:- In the event of any dispute or disagreement arising between the contractors and any other department of AIIMS Patna with regards to the interpretation of “Terms & Conditions” stipulated herein or in the contract done, the same shall be referred to the Director, AIIMS Patna whose decision will be final and binding upon the contractor.

43) Rate must be valid for a period of 120 days, which, if the Institute authority desires, may be extended for further period issuing proper notification.

44) Acceptance of lowest tender is not obligatory.

45) The AIIMS Patna reserves all rights to accept or reject any Tender without showing any reason.

46) The Tender, submitted by the firm who have already been declared as Black Listed or whose contract was terminated for dissatisfactory supply or repairing works or who was unable to execute any repairing order in this hospital or in any other Hospital run by the state or central government., will not be considered even his being the lowest rate.

47) Submission of the Tender by a bidder shall be taken to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasures of any terms and conditions are not permitted.

48) Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected out rightly.

Faculty—in-Charge Procurement
AIIMS, Patna

I/We submit this tender after reading the tender notice, instruction of terms and conditions contained herein and accepted by me/us.

Dated:
Place:  

Signature of the bidder with seal
Chapter – 3

SCHEDULE OF REQUIREMENT AND SPECIFICATIONS
(To be submitted in a separate envelope)

1. Rate offered for only those items will be considered for financial evaluation which was recommended as technically qualified by the Technical Bid Evaluation Committee.
2. Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees twenty Thousand Only) for following requirement

<table>
<thead>
<tr>
<th>SL.No</th>
<th>Name of Item</th>
<th>Strength</th>
<th>Specification</th>
<th>Unit</th>
<th>Required Quantity</th>
<th>Make offered</th>
</tr>
</thead>
<tbody>
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<td>Isoflurane USP</td>
<td>Volatile Liquid, 100% v/v</td>
<td>Amber glass containers</td>
<td>Bottle of 250 ml</td>
<td>220</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Sevoflurane USP</td>
<td>Volatile Liquid, 99.97% v/v</td>
<td>Amber glass containers or Polyethylene Napthalate amber coloured containers</td>
<td>Bottle of 250 ml</td>
<td>102</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Desflurane USP</td>
<td>Volatile Liquid, 100% v/v</td>
<td>Amber glass containers</td>
<td>Bottle of 240 ml</td>
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<td>Amber glass containers</td>
<td>Bottle of 250 ml</td>
<td>As per requirements</td>
<td></td>
</tr>
</tbody>
</table>

Note: Please fill “Not Quoted” against Items not offered.

(Signature of authorized person)

Date:_____________________________ Full Name: __________________________

Place:____________________________ Seal: __________________________
## Chapter – 4 (TECHNICAL BID)

### (Part A)

**TECHNICAL BID FORMAT:**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the firm/ Society/ Company/ Proprietary Concern</td>
</tr>
<tr>
<td>2</td>
<td>Address of registered office</td>
</tr>
<tr>
<td>3</td>
<td>Address of the office at Patna</td>
</tr>
<tr>
<td>4</td>
<td>Telephone Nos./Fax/E-mail at Patna</td>
</tr>
<tr>
<td>5</td>
<td>Earnest Deposits money (EMD) Yes/No</td>
</tr>
</tbody>
</table>
| 6     | **EMD Details:**  
|       | Demand Draft No.:  
|       | Dated:  
|       | Drawn on Bank:  
|       | Amount (In Figures):  
|       | Amount (In Words): |
| 7     | Banker of Company/ Firm/agency with full address  
|       | Telephone Number of Banker |
| 8     | PAN No.  
|       | (Attach attested copy) |
| 9     | VAT/SALE TAX Reg. No.  
<p>|       | (Attach attested copy) |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10</strong></td>
<td>Whether rates are quoted as per format mentioned in the Bidding Document or not.</td>
</tr>
<tr>
<td><strong>11</strong></td>
<td>Whether rates quoted are inclusive of all taxes or not.</td>
</tr>
<tr>
<td><strong>12</strong></td>
<td>Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof.</td>
</tr>
<tr>
<td><strong>13</strong></td>
<td>Acceptance of terms &amp; conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.</td>
</tr>
<tr>
<td><strong>14</strong></td>
<td>Tender must be accompanied with list of items for which rate are offered.</td>
</tr>
<tr>
<td><strong>15</strong></td>
<td>Proof of financial status in form of Audit Report, Balance Sheet, Profit &amp; Loss A/c along with all the schedules etc. For the last three financial years ending March, 14.</td>
</tr>
<tr>
<td><strong>16</strong></td>
<td>Enclose an affidavit duly certified by (enclosed/Not enclosed) the notary at the location of the Agencies/Headquarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.</td>
</tr>
</tbody>
</table>

(Signatures of the authorized signatory with seal of tendering firm)

**Date:**

**Place:**

**Name:-**

**Address:-**

**Mob. No. –**
CERTIFICATE

1. I, __________________________________________ Son/Daughter/Wife of Shri ________________
   __________________________________________ Proprietor / Director/authorized signatory of the
   Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender
document.

2. I have carefully read and understood 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, do hereby declare that the our firm has neither been blacklisted/no criminal case pending
against him (attach an affidavit duly notarized on Stamp Paper Worth of Rs. 100/- ) stating that
no criminal/Black listing case is pending against the firm) by any of the Govt.
Institute/Ministries/Departments/PSUs with which the firm had contracted for supply of
Disposables items etc. during the last five years nor has been penalized by such
Offices/organizations for supply of poor/spurious Disposables items etc.

(Signature of authorized person)

Date: ___________ Full Name: ________________________________________________________________

Place: ___________ Seal: ________________________________________________________________
Chapter - 5  
Contract Form  
(To be made on Rs 1000.00 Non Judicial Stamp/E Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Patna on the ______________________ day of __________ Two Thousand ___________ Between __________________________________________________ acting through __________________________________________________, All India Institute of Medical Sciences (AIIMS) Patna, Phulwarisharif, Patna-801507 (hereinafter called “Client” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s ____________________________________________________________, having its registered office at ______________________________________________________________ (hereinafter called the “Agency” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

Whereas the “Client” is desirous to engage the “Agency” for providing Disposables items for AIIMS Patna as per the terms and conditions stated below:-

1. The Registered Office or Branch Office of the Agency should be located within a radius of 30 Kms. from AIIMS Patna, Phulwarisharif, Patna-801507. The Agency should submit a proof of its office address.

2. The selected Agency services would be required to supply the Disposables items on regular basis to All India Institute of Medical Sciences (AIIMS) Patna, Phulwarisharif, Patna-801507 on all working days between 09.00 Hrs. to 17.30 Hrs. No separate charges for delivery of goods would be paid by this office.

3. Order for items shall be placed on requirement basis. Bills in triplicate for the items supplied by the selected Agency should be raised for payment. Payment shall be released after it is ensured that the items supplied are of the requisite quantity and quality as demanded by this office. If any items are found to be defective, or not of the desired quality etc., the same shall be replaced by the selected Agency immediately for which no extra payment shall be made.

4. If the selected Agency fails to deliver the Disposables items or replace the defected/spurious items within the stipulated date & time, a penalty on a daily basis for delay @ 0.50% of value of goods will be charged, subject to maximum of 10% of the value of goods as penalty and the actual cost paid to be an outside agency by the ALL India Institute of Medical Sciences (AIIMS) Patna, for the desired Disposables items, shall be deducted from the firm’s pending bills or Performance Security, as the case may be.

5. The Agency shall be bound by the details furnished by him/her to the AIIMS Patna while submitting the tender or at subsequent stage. Upon selection of the Agency, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/ different specifications, it would be deemed to be a breach of terms of
contract, the contract shall be cancelled and performance security shall be stand forfeited.

6. The rate quoted by the selected Agency, and as approved by the AIIMS Patna, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.

7. The selected Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the AIIMS Patna. If it is found that the firm has given sub-contract for supply of Disposables items on the basis of procurement/supply order, the contract shall stand cancelled & the performance security shall stand forfeited.

8. AIIMS Patna shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the successful bidder in the course of their performing the duties to this office in connection with purchase order/supply order for Disposables items.

9. The Competent Authority of AIIMS Patna reserves the right to relax/withdraw any of the terms and conditions mentioned in the tender documents, if doing so is in the interest of the AIIMS Patna.

10. The rate submitted by the Agency should not be higher than the rates at which the Disposables items are being supplied by it to other Govt. Institutes/Ministries/Departments. If subsequently it is found that the firm has supplied Disposables items at higher rates to the AIIMS Patna, the excess amount shall be recovered from the Performance Security and/or from the pending bills of the firm along with a penalty of Rs.1,000/- on firm on such occasion and shall be doubled on subsequent occasions.

11. Any complementary scheme offered by the manufacturer shall be provided to the AIIMS Patna with no additional cost.

12. The contract shall be for a period of one year from the date of award of contract or as indicated in the letter communicating award of contract to the selected firm(s). The contract may be extendable year to year, subject to maximum period of 1 year, on the same terms and conditions or with some addition/deletion/modification mutually agreed upon by the successful Disposables supplier Agency and the All India Institute of Medical Sciences (AIIMS) Patna.

13. The AIIMS Patna reserves the right to place an order for supply of any items mentioned in the Schedule of Requirement (Chapter-3) or otherwise, to any other firm(s) in emergency/unavoidable situation i.e. auxiliary/ancillary/incidental to “Dictionary meaning” of Disposables.

THIS AGREEMENT will take effect from____________________ day of_____________________________ and It shall be valid for one year.
In witness whereof both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Patna in the presence of the witness:

<table>
<thead>
<tr>
<th>For and on behalf of the “Agency”</th>
<th>For and on behalf of the “Director, AIIMS Patna”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of the authorized Official</td>
<td>Signature of the authorized Officer</td>
</tr>
<tr>
<td>Name of the Official</td>
<td>Name of the Officer</td>
</tr>
<tr>
<td>Stamp / Seal of the “Agency”</td>
<td></td>
</tr>
</tbody>
</table>

SIGNED, SEALED AND DELIVERED

By the said

______________________________ Name

on behalf of the “Agency” in presence of

Witness: __________________________

Name: __________________________

Address: __________________________

______________________________

By the said

______________________________ Name

on behalf of the “Director, AIIMS Patna” in presence of Witness:

Name: __________________________

Address: __________________________
**PRICE BID FORM (Chapter 6)**

The Faculty-in-Charge Procurement, AllIMS Patna.

Dear Sir,

1. I/We ........................................................... submitted the bid for Tender No. AllIMS/Pat/Tender/RC/Pharmacy/ General Anaesthetic drugs/2015/215 dated 30/06/2016 for “supply of General Anaesthetic drugs” to AllIMS Patna.

2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.

3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

<table>
<thead>
<tr>
<th>SL.No</th>
<th>Name of Item</th>
<th>Strength</th>
<th>Specification</th>
<th>Unit</th>
<th>Required Quantity</th>
<th>Price Per Unit</th>
<th>Price Per Unit Inc. Tax</th>
<th>In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Isoflurane USP</td>
<td>Volatile Liquid, 100% v/v</td>
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<td></td>
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</tbody>
</table>

(Signature of Authorised Person)

(Name)

(Designation)

Name of Firm/Company/Agency

Dated: 

Place: 

Contact Details
ANNEXURE “1”

DETAILS OF SIMILAR WORKS EXECUTED DURING THE LAST 3 (THREE) YEARS

Name of the Agency ........................................

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
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<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contract no./Supply order No.</td>
<td>Name of Organisation</td>
<td>Description of Contract/Supply</td>
<td>No. of Items Supplied</td>
<td>Value</td>
<td>Year of contract</td>
<td>Continuing (YES/NO)</td>
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</tbody>
</table>
ANNEXURE “2”

AFFIDAVIT
(On Non-Judicial Stamp paper of Rs. 100)

I, __________________________________Son / Daughter / Wife of Shri ___________________ resident of ____________________Proprietor/Director authorized signatory of the agency/Firm (M/s ___________), do hereby solemnly affirm and declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this quotation document;

2. I have carefully read and understood entire quotation document including all the terms and conditions of the quotation 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 quotation 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 Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Faculty-in-Charge Procurement Cell, AIIMS, Patna immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.

6. 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 quotation 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.

(Signature of the Bidder)

Date: Name:  
Place: Designation:  
Seal of the Agency Address:  

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 noting has been concealed therein.

Deponent
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, Patna
Patna - 801507

In consideration of All India Institute of Medical Sciences, Patna [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 on us due to a breach committed by the said supplier /contractor of the terms and conditions of the order.

1. We _________________ the bank hereby undertake 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 The Administrative Officer, All India Institute of Medical Sciences, Patna.

8. We, the bank lastly undertake 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