



अखिल भारतीय आयुर्विज्ञान संस्थान, पटना
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, PATNA



No. AIIMS/PAT/MS/2023/F-9016/727

Date: - 20/07/2023

Inviting Comments

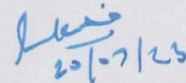
Subject: Purchase of Consumables for reagents for fully automated clinical chemistry analyser Backman Coulter AU480, AU680 and AU5811 at AIIMS, Patna on Proprietary basis Inviting Comments thereon.

AIIMS Patna is going to procure below cited **reagents for fully automated clinical chemistry analyser Backman Coulter AU480, AU680 and AU5811** from M/s Backman Coulter on proprietary basis. The proposal submitted by M/s **Kopran Laboratories Ltd.** has Proprietary Article Certificates, List of Consumable and Agreement to be signed with AIIMS, Patna

The above document are being uploaded for open information to submit objections, comments if any from any manufacturer regarding proprietary nature of the equipment/item within 15 days from the date of issue/uploading of the notification giving reference: No. **AIIMS/PAT/MS/2023/F-9016**

The comments should be sent to Medical Superintendent Office, AIIMS, Patna on or before05/08/2023... Up to **3:00 PM** by registered post/hand or E-mail (mspurchase@aiimspatna.org) failing which it will be presumed that no other vendor is having any comments to offer and case will be decided on merits.

Yours Sincerely



(Dr. Mukta Agarwal)

Dy. Medical Superintendent

AIIMS, Patna

Dy. Medical Superintendent

AIIMS, Patna

Enclosure:- PAC & Item List

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Beckman Coulter India Pvt. Ltd.

Regional Office:
 DSM: 433-434 & 435
 4th Floor, DLF Tower
 15 Shivaji Marg, Najafgarh Road
 New Delhi-110015
 Tel: +91 11 40112931, Fax: +91 11 40112940
 Email: dxtendersindia@beckman.com

Ref.: BCIPL/GEN/108/2022
 Dated: December 21, 2022

PROPRIETARY ARTICLE CERTIFICATE

To Whom It May Concern:

We hereby declare that Fully Automated Clinical Chemistry Analyser (AU Series) and all its reagents and consumables as per list below are proprietary product manufactured by our principal M/s Beckman Coulter Inc., USA.

S. No.	Part No.	Item Description	Pack Size
1	66320	ISE BUFFER	4x2000ml
2	66319	ISE MID STANDARD	4x2000ml
3	66318	ISE REFERENCE	4x1000ml
4	66317	ISE LOW SERUM STANDARD	4x100ml
5	66316	ISE HIGH SERUM STANDARD	4x100ml
6	66315	ISE LOW/HIGH URINE STANDARD	2x100/2x100ml
7	66313	ISE Na+/K+ SELECTIVITY	2x25ml
8	66039	ISE CLEANING SOLUTION	6x450ml
9	66314	ISE INTERNAL REFERENCE SOLUTION	2x25ml
10	OSR0001	WASH SOLUTION	6x2L
11	ODR20067	CLEANING SOLUTION FOR CONTAMINATION AVOIDANCE	4x54ml
12	MU919400	ISE NA + ELECTRODE	1 no
13	MU919500	ISE K+ ELECTRODE	1 No
14	MU919600	ISE CL - ELECTRODE	1 No
15	MU919700	ISE REF ELECTRODE	1 No
16	MU962300	PP TUBE	2Nos/Pack
17	ZM011200	REAGENT SYRINGE	1 No
18	B16554	R SYRINGE MODULE PACKAGE (5800)	1 No
19	ZM001200	R SYRINGE (5800)	1 No
20	B16681	R ROD R SYRINGE PART 6	1 No
21	ZM011100	SAMPLE SYRINGE	1 No
22	B21251	SYRINGE SEAL ASSY AU5800	1 No
23	MF7443	VACCUM DIAPHRAGM	1 No
24	MU993400	S PROBE	1 No
25	MU995800	R PROBE	1 No
26	MU858100	R PROBE (5800)	1 No
27	MU988800	LAMP	1No
28	MU855000	LAMP (5800)	1 No
29	MD2025	VALVE	1 No
30	B03860	PACKING	1 No



Mahesh D. J.

Beckman Coulter India Pvt. Ltd.

Registered Office: Unit Nos. TF-B-07(A) to 15, Third Floor, B Wing, Art Guild House, Phoenix Market City, L.B.S. Road, Kurla (West), Mumbai-400070. Tel: +91 22 68385000 Fax: +91 22 68385060
 CIN: U33119MH2005PTC157177 www.beckmancoulter.com

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 Tel: +91 11 40112931, Fax: +91 11 40112940
 Email: dxtendersindia@beckman.com

S. No.	Part No.	Item Description	Pack Size
31	ME8477	WASTE PUMP DIAPHRAGM	1 No
32	ME8478	WASTE PUMP VALVE	1 No
33	MF0261	O RING WASTE PUMP	1 No
34	MU826700	MIX BAR (L TYPE) FOR AU480 & AU680	3 Pcs/Pack
35	MU959900	MIX BAR (SPIRAL) FOR AU480 & AU680	3 Pcs/Pack
36	MU855500	MIX BAR (L TYPE) FOR AU5800	3 Pcs/Pack
37	MU855400	MIX BAR (SPIRAL) FOR AU5800	3 Pcs/Pack
38	MU8465/ZM0634	CUVETTE	10 Pcs/Pack
39	MU855200	CUVETTE (5800)	10 Pcs/Pack
40	MU538600	TUBE SET ISE	1 No
41	MU824700	ISE TUBE SET 2	1 No
42	MU9628	MIXER ISE	1 No
43	MU9202	SILICON PACKING FOR REFERENCE ELECTRODE	1 Pack
44	MU990000	O RING FOR ELECTRODE	1 Pack
45	ZM2970	DP PINCH VALVE TUBING	2 Pc/Pack
46	MU853200	SAMPLE CUP (2 ml SIZE)	100 Pc/Pack
47	MW0475	Drying Nozzle (AU5800)	1No
48	MW0175	Drying Nozzle (AU480)	1No
49	MU9602	Drying Nozzle AU680	1No
50	B20807	D Pipe - AU5800	1No
51	MF5870	S Pipe- AU5800	1No
52	B20808	W Pipe- AU5800	1No
53	ME0370	Latcher	1No
54	MA4990	Latch Pin G	1No
55	ME4305	Coolant	1No
56	MU8092	White Rack	1No
57	C48829	Red Rack	1No
58	C54359	ISE Ref valve	1No

Beckman Coulter India Private Limited is the sole entity to import, promote and market above products in India either directly or through its authorized distributors.

Thanking you,

For Beckman Coulter India Private Limited



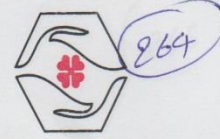
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 Raghavendra S.R.
 Signer Name: Raghavendra S.R.
 Signing Reason: I approve this document
 Signing Time: 23-Dec-2022 11:54:06 PM IST
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(Raghavendra S.R.)
 Sales Head - Government Business, India
 Clinical Diagnostics

(Handwritten signatures)

Beckman Coulter India Pvt. Ltd.

Registered Office: Unit Nos. TF-B-07(A) to 15, Third Floor, B Wing, Art Guild House, Phoenix Market City, L.B.S. Road, Kuria (West), Mumbai-400070. Tel: +91 22 68385000 Fax: +91 22 68385060
 CIN: U33119MH2005PTC157177 www.beckmancoulter.com



Kopran

Date : 27th May, 2023

To,
The Director
All India Institute of Medical Sciences
Phulwari Sharif
Patna 801505, India

Sub: Procurement of Consumables/reagents for Fully Automated Clinical Chemistry Analyser (Beckman Coulter AU480, AU680, and AU5811) in AIIMS, Patna.

Dear Sir,

We hereby declare that Fully Automated Clinical Chemistry Analyser (AU Series) and all its reagents and consumables as per list below are proprietary product manufactured by our principal M/s Beckman Coulter Inc., USA.

Please find herewith our revised offer.

S/N	CONSUMABLE NAME	Pack Size	HSN Code	Unit Price	GST %	Unit Price with GST
1	ISE BUFFER	4x2000ml	38220019	34,737	12	38,905
2	ISE MID STANDARD	4x2000ml	38220019	47,368	12	53,052
3	ISE REFERENCE	4x1000ml	38220019	20,495	12	22,955
4	ISE LOW SERUM STANDARD	4x100ml	38220019	14,440	12	16,173
5	ISE HIGH SERUM STANDARD	4x100ml	38220019	14,309	12	16,026
6	ISE LOW/HIGH URINE STANDARD	2x100/2x100ml	38220019	26,085	12	29,215
7	ISE Na+/K+ SELECTIVITY	2x25ml	38220019	9,395	12	10,522
8	ISE CLEANING SOLUTION	6x450ml	38220019	11,692	12	13,095
9	ISE INTERNAL REFERENCE SOLUTION	2x25ml	38220019	5,416	12	6,066
10	WASH SOLUTION	6x2L	34029099	33,684	18	39,747
11	CLEANING SOLUTION FOR CONTAMINATION AVOIDANCE	4x54ml	34029099	8,384	18	9,893
12	ISE NA + ELECTRODE	1 no	90279090	49,739	18	58,692
13	ISE K+ ELECTRODE	1 No	90279090	49,739	18	58,692
14	ISE CL - ELECTRODE	1 No	90279090	49,739	18	58,692
15	ISE REF ELECTRODE	1 No	90279090	1,02,247	18	1,20,651
16	PP TUBE	2Nos/Pack	39173300	6,844	18	8,076
17	REAGENT SYRINGE	1 No	90279090	42,500	18	50,150
18	R SYRINGE MODULE PACKAGE (5800)	1 No	90279090	22,050	18	26,019
19	R SYRINGE (5800)	1 No	90279090	44,737	18	52,790
20	R ROD R SYRINGE PART 6	1 No	90183100	12,348	12	13,830
21	SAMPLE SYRINGE	1 No	90279090	22,641	18	26,716
22	SYRINGE SEAL ASSY AU5800	1 No	90279090	1,868	18	2,204
23	VACCUUM DIAPHRAGM	1 No	90279090	17,100	18	20,178
24	S PROBE	1 No	90279090	38,593	18	45,540
25	R PROBE	1 No	90279090	21,097	18	24,894

J. Male Manto

For Kopran Laboratories Limited

Jayant Khatke
Authorised Signatory

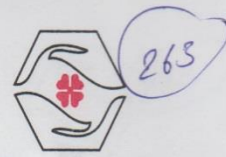


KOPRAN LABORATORIES LTD.
CIN No. : U24230MH1986PLC040602

MUMBAI OFFICE
KOPRAN LABORATORIES LTD.
PARIJAT HOUSE, 1076, DR. E. MOSES ROAD,
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FAX : (022) - 2490 2521 / 2495 0363
E-mail : info@kopran.com

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KOLKATA OFFICE
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FAX : (033) - 2283 2078
E-mail : info@kopran.com



Kopran

S/N	CONSUMABLE NAME	Pack Size	HSN Code	Unit Price	GST %	Unit Price with GST
26	R PROBE (5800)	1 No	90279090	20,042	18	23,650
27	LAMP	1No	85392190	17,495	18	20,644
28	LAMP (5800)	1 No	85392190	21,679	18	25,581
29	VALVE	1 No	84818090	5,700	18	6,726
30	PACKING	1 No	39269099	430	18	507
31	WASTE PUMP DIAPHRAGM	1 No	84139190	13,100	18	15,458
32	WASTE PUMP VALVE	1 No	84818090	4,300	18	5,074
33	O RING WASTE PUMP	1 No	39269099	4,250	18	5,015
34	MIX BAR (L TYPE) FOR AU480 & AU680	3 Pcs/Pack	90279090	21,097	18	24,894
35	MIX BAR (SPIRAL) FOR AU480 & AU680	3 Pcs/Pack	90279090	21,097	18	24,894
36	MIX BAR (L TYPE) FOR AU5800	3 Pcs/Pack	90279090	48,934	18	57,742
37	MIX BAR (SPIRAL) FOR AU5800	3 Pcs/Pack	90279090	34,142	18	40,288
38	CUVETTE	10 Pcs/Pack	70179090	24,931	18	29,419
39	CUVETTE (5800)	10 Pcs/Pack	70179090	62,000	18	73,160
40	TUBE SET ISE	1 No	90279090	9,777	18	11,537
41	ISE TUBE SET 2	1 No	39173300	2,624	18	3,096
42	MIXER ISE	1 No	90279090	2,835	18	3,345
43	SILICON PACKING FOR REFERENCE ELECTRODE	1 Pack	39269099	3,650	18	4,307
44	O RING FOR ELECTRODE	1 Pack	39269099	2,590	18	3,056
45	DP PINCH VALVE TUBING	2 Pc/Pack	90279090	32,743	18	38,637
46	SAMPLE CUP (2 ml SIZE)	100 Pc/Pack	39269099	1,053	18	1,243
47	Drying Nozzle (AU5800)	1No	90279090	24,269	18	28,637
48	Drying Nozzle (AU480)	1No	90279090	23,056	18	27,206
49	Drying Nozzle AU680	1No	90279090	23,054	18	27,204
50	D Pipe - AU5800	1No	90279090	12,105	18	14,284
51	S Pipe- AU5800	1No	90279090	13,894	18	16,395
52	W Pipe- AU5800	1No	90279090	13,473	18	15,898
53	Latcher	1No	39269099	8,976	18	10,592
54	Latch Pin G	1No	39269099	8,976	18	10,592
55	Coolant	1No	34039900	32,880	18	38,798
56	White Rack	1No	90279090	82,171	18	96,962
57	Red Rack	1No	90279090	22,792	18	26,895
58	ISE Ref valve	1No	90279090	53,772	18	63,451

Thanking You
Yours faithfully,

Jayanta Kr Hati
Jayanta Kr Hati
General Manager



halo nanto
[Signature]



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FAX : (033) - 2283 2078
E-mail : info@kopran.com

Rs 1000 (Non-Judicial Stamp Paper)

Agreement

This agreement is made against tender enquiry no. _____ Between All India Institute of Medical Sciences, Phulwarisharif Patna, acting through Medical Superintendent AIIMS Patna. ALL India Institute of Medical Sciences (AIIMS) Patna, Phulwarisarif, Patna-801507 (hereinafter called "Client" which expression shall unless repugnant to the context or meaning there of be deemed to mean include its successors, legal, representative and assign) of the First Part.

Second Part

M/S _____ if it's:- Registered Office -----
----- (herein after called "Agency" expression unless repugnant to the context shall mean and include its successors-in-interest assign etc.) of the Second part.

Whereas the "client" is desirous to engage "Agency" for Rate Contract for _____ in AIIMS, Patna. As ANNEXURE-01 listed items at AIIMS Patna as per the terms and condition stated. In reference to tender bid or quotations for above mentioned items. Your product as mentioned in Annexure-1, are being covered under Annual rate contract. The terms and condition to govern the annual rate contract are as follows:

The award of rate contract is not linked to the procurement style opted by Medical Superintendent Office/ Institute during the entire period of rate contract. Any item under rate contract may be procured through supply order. Mode of procurement and inventory management of any item may be changed at any point of time.

1. (A) PROCUREMENT ON SUPPLY ORDER BASIS: - Supply of material is covered under this rate contract may increase or decrease. It will be made available on the basis of written supply order with terms and conditions as enumerated therein. It will be the responsibility of supplier to have an access with Medical Superintendent Office to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving/ non-moving inventories, for which following mechanism will be observed: -

- a. Besides having liaising with user department, you will be allowed to have access to Computerized system to know the consumption pattern / reports of the items at and peripheral sub stores can also be concerned
- b. Stock in hand position provided on demand.
- c. Access to Medical Superintendent is allowed to know the status of expiry /slow moving /non- moving products.
- d. The company will own the responsibility of overstocking & expiry.
- e. The company will take all preventive measures and will keep informed Procurement officer in writing about any specific item / quantity mentioned in supply order that may lead to overstocking or expiry.
- f. In case of any difficulty in getting the feedback from Central Pharmacy, you may contact Medical Superintendent / Director.
- g. The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.

You will appreciate that any loss of material is going to be a national loss. Please keep informed about such items asked for supply but in fact not required by the users. In case of any difficulty in getting the feedback from Medical Superintendent Office, you may contact Faculty in charge Purchase, Medical Superintendent Office /Director.

(b) PROCUREMENT ON CONSIGNMENT/UTILIZATION BASIS:-All approved items on Consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks will be 48 to 72 hours. It will be communicated by telephone, fax or e-mail to you or your authorized distributor.

1. PERIOD OF VALIDITY: - The Rate Contract will be valid for period of two year from the date of issue date of Rate Contract. It may be further extended for a maximum period of one year or till the finalization of new rate contract whichever earlier, if required.

2. PERFORMANCE SECURITY: -Please submit performance security @ 5 % of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum of Rs 10,000/- (Rupees Ten Thousands only) and maximum Rs. 3,00,000/-(Rupees Three Lac only) will be in shape of PBG drawn in favor of "AIIMS Patna A/C" (as stipulated in tender notice) payable at Patna from any nationalized bank/scheduled bank. The performance security will have the minimum validity for 36 months from the date of issuance of Rate Contract and it should be submitted within 03 weeks after acceptance of the awarded Rate Contract and failing which the above mentioned amount may be deducted from the bill amount against performance bank guarantee.

3. TAXES AND DUTIES: - Rates are inclusive of all taxes including Central Sales Tax, GST etc. as applicable. Any price variation due to Govt. levies will be settled accordingly. , other charges like banks charges, postage, freight, etc., will be borne by your company.

4. PRICES: - Mentioned in Annexure -01

SL.No	Tender No	Item No.	Formulation	Price without GST	GST	Price with GST	MRP	HSN	Pack Size

Rates are F.O.R. Destination basis i.e. Central Stores, All India Institute of Medical Sciences, Patna. No escalation in rates except Govt. Levy/ tax would be permissible. If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/she shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Director AIIMS Patna shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of Medical Superintendent Office authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

5. ROAD PERMIT: - No road permit i.e. form 31/32, form c and d would be provided by the institute. It would be the sole responsibility of the supplier to affect the door deliveries at his// her own. Medical Superintendent Office will neither own any responsibility for clearance of goods and road, rail, postal, air terminals nor would any machinery of AIIMS, Patna be allowed for this purpose.

6. DELIVERY: - Supplied material should have ordinarily minimum shelf life of 75% at the time of supply. Batch number and expiry date must be mentioned on face of the bill. Stores supplied through courier, post etc. may be received

under the sole responsibility of supplier regarding quantity, specification and breakage.

7. DEFECTIVE INVENTORY: - central Stores / User department / Medical Superintendent Office of the Institute will be the sole authority to declare inventory as defective either at the time of receiving the goods or after the use of goods. Cost of such defective inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

8. PENALTY CLAUSE:-

a. Non-execution of supply order - For the reasons of failure to supply partially or completely within 30 days, if the Medical Superintendent Office has to buy the items from the RC 2 (L-2), RC 3 (L-3) or approved local vendor firm, the rate difference in cost will be recovered from RC holder i.e. L1 /Billing Agency as appointed by the Rate Contract Holder. The difference amount will be deducted from the forthcoming bills of the supplier pertaining to any product. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Medical Superintendent Office timely.

b. Late delivery clause -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order which will not be supplied during stipulated time period of 30 days should be treated as cancelled and will be procured from RC-2 (L2)/RC-3(L3) or approved local vendor and difference amount deducted from forthcoming bills of RC1 (L1)/Billing Agency as appointed by the Rate Contract Holder.

c. Non production of item - Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

9. INFORMATION REQUIRED ON CHALLAN/BILL: -

a. Challan: Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at AIIMS Patna main gate. The endorsement must clearly mention time and date of entry of the material. The Challan must always bear the following information:

i. Name of the item as, it is mentioned in Rate contract/ supply order.

- ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- iii. Size of the item
- iv. Supply order no. and Date
- v. Date of manufacturing
- vi. Date of expiry
- vii. Batch number
- viii. Quantity of each item (in unit)
- ix. Maximum Retail Price (MRP)

b. Pre-receipted Bill (Tax Invoice), must always bear the following information:

- i. Name of the item as, it is mentioned in Rate contract/ supply order.
- ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- iii. Size of the item
- iv. Supply order no. and Date
- v. Date of manufacturing
- vi. Date of expiry
- vii. Batch number
- viii. Quantity of each item (in unit)
- ix. Value of each item
- x. Total value of the bill
- xi. The amount of GST paid by the supplier.
- xii. Maximum Retail Price (MRP)
- xiii. TIN/GST No. AIIMS Patna

10. Replacement of near expiry / slow moving / non-moving items: - It will be responsibility of supplier to get status of slow / non-moving inventory for replacement purposes from Medical Superintendent Office or pharmacy stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving / non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

11. Release of EMD

I. The EMD of Rate Contract Holder would be released after submission of Performance Security.

II. The bidders who has/have not awarded Rate Contract can take their EMD Immediately after finalization of Rate Contract after due correspondence.

12. PAYMENT:-

- a. 100% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan.
- b. Payment will be made on 30th day from the date of submission of bill, with early payment option facility to be enumerated in the supply order.
 - i. If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
 - ii. If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.
 - iii. If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.
 - iv. Early payment options are applicable against 100% supplies.
- c. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.
- d. Bills not received in accordance with the instructions as required on challan / bill (Mentioned above) will not be entertained / processed for payment by the Institute.
- e. The part supplies are accepted for the sake of convenience of Medical Superintendent Office only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part Supply and procurement being done from RC2 (L2) or other sources, the cost difference account shall be deducted from the forthcoming bills of the RC1 (L1)/Billing Agency as appointed by the RC Holder.
- f. The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.
- g. Bill in quadruplicate and pre-receipted payment must be submitted along with copy of challan at the time of supply of the material at central stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.
- h. Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.

13. Any variation in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.

14. In addition the other terms and conditions as detailed in tender documents would be applicable.

15. In view of the notification issued by the Ministry of Health & Family welfare, Government of India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 6 27 E) dated 07.10.2005; it would be sole responsibility of the Rate Contract holder to comply with the applicable rules and regulations from time to time.

16. Any communication as regards to the Rate Contract will be done with the Rate Contract holder only.

17. It would be responsibility of the Rate Contract holder to submit the undertaking during currency of contract by 1st week of every month to the effect that their prices have not come down during the preceding / prevailing month.

18. Name & Address of Billing Agency will be informed by the tenderer after award of Rate Contract (if required) with the following details of the billing agency:

- i. PAN Card
- ii. GST Registration with GST Return for preceding three years.
- iii. Non Conviction Certification /no pending conviction certificate attested/is issued by notary for preceding three years.
- iv. Notarized affidavit that the billing agency does not have any relation with the person authorized to evaluate Technical Bid/Price Bid or involved in finalizing the tender or will decide the use of tendered items (Annexure-IX) on stamp paper of Rs. 100.00.

19. RC holder shall be responsible for all acts of commission and omission carried out by the beneficiary/Billing agency.

20. All Terms & Conditions as mentioned in Tender document will also be the part of this Rate Contract.

21. Legal Jurisdiction: The agreement shall be deemed to have been concluded in Patna, Bihar and all obligations hereunder shall be deemed to be located at Patna jurisdiction only.

THIS AGREEMENT will take effect from _____day
_____Month of Two Thousand Twenty Three.

