

**Notice Inviting Tender**  
**For**  
**Supply & Installation of**  
**MANDIBULAR DISTRACTOR (MULTIVECTOR)**



**NIT No** : J-11015(031)/2015-16/S&P

**Issue Date** : 31-12-2015

**Last Date of Submission** : 20-01-2016, 12.00 NOON

**Tender opening date (Technical bid):** 20-01-2016, 3.00 PM

**All India Institute of Medical Sciences,  
Bhubaneswar**

Website: [www.aiimsbhubaneswar.edu.in](http://www.aiimsbhubaneswar.edu.in)

*Signature of Tenderer & Seal*

## **Chapter I- Instruction to bidders**

### **Notice Inviting Tender**

#### **All India Institute of Medical Sciences, Bhubaneswar**

Email: [info@aiimsbhubaneswar.edu.in](mailto:info@aiimsbhubaneswar.edu.in)

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

All India Institute of Medical Sciences (AIIMS), Bhubaneswar, Odisha, an Apex Healthcare Institute, established by an Act of Parliament under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders in two-bid system for supply of the following items at the Institute. Intending Tenderers are requested to quote their best offer along with the complete details of specifications, Terms & Conditions.

| S.No. | Item Description                                                                                 | Quantity | EMD Amount |
|-------|--------------------------------------------------------------------------------------------------|----------|------------|
| 1.    | <b><u>MANDIBULAR DISTRATOR (MULTIVECTOR)– 1 PAIR</u></b><br>(1 Left & 1 Right Sided Distractors) | 1 (One)  | ₹ 15,000/- |

(Refer Details as per chapter-‘III’)

Tender(s) should be sealed and Superscribed with Tender Number and Address to:

#### **“Administrative Officer”**

All India Institute of Medical Sciences,  
Patrapada, Sijua  
Bhubaneswar- 751019

The sealed Tender(s) should reach the Institute, latest by dt.20-01-2016 at 1200 hrs and the Technical Bid will be opened on the same day at 03:00 PM in the Administrative Office, AIIMS, Bhubaneswar of the Institute. The bidder(s) or their authorized representative(s) may remain present at the scheduled date and time. In case the appointed date is declared Holiday the next date of opening of the Office shall be applicable for Opening of Tender.

The tender is in two- bid system i.e. Technical Bid & Financial Bid .The Technical Bid will be opened on the designated date by the Purchase Committee. The Name of the Technically qualified bidders shall be hoisted in the website of AIIMS, Bhubaneswar. No paper publication shall, however, be made for this.

#### **Schedule of Tender**

|                                         |   |                                                                 |
|-----------------------------------------|---|-----------------------------------------------------------------|
| Issue Date                              | : | <b>Dt.31-12-2015</b>                                            |
| Last date and time of receipt of tender | : | <b>Dt.20-01-2016, at 12:00 PM</b>                               |
| Tender Fee (non refundable)             | : | Rs. 2,000/- (Rupees Two Thousand only)                          |
| Amount of Earnest Money Deposit (EMD)   | : | Rs. 15,000/- (Rupees Fifteen Thousand only)                     |
| Date & time of opening of tender        | : | <b>Dt. 20-01-2016, at 03:00 PM</b>                              |
| Venue                                   | : | All India Institute of Medical Sciences<br>Bhubaneswar - 751019 |

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

### **General Terms and Conditions**

#### **Terms & Conditions:**

**1. Tender Fee :** The bidder shall be required to submit the Tender Fee for an Amount of Rs.2,000/- (Rupees Two Thousand Only) ) drawn in favour of the “AIIMS Bhubaneswar” in shape of Demand Drafts only, Payable at Bhubaneswar.

**2. Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of ₹ 15,000/- (Rupees Fifteen Thousand only) In shape of FDR/BG only (TENDERS NOT ACCOMPANIED WITH TENDER FEES AND EMD/BID SECURITY ALONGWITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED).

The EMD of the successful bidder shall be returned after the successful completion of contract / order and it would be returned after award of the contract in respect of unsuccessful bidder(s). No claim shall lie against the Government/AIIMS, Bhubaneswar in respect of erosion in the value or interest on the amount of Earnest Money Deposit / Security deposit.

(i) The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) Units having NSIC Registration also are exempted to submit the EMD (Copy of valid Registration Certificate must be provided along with).

(ii) The original documents of the bidders qualified in the Technical Bid shall be subject to verification at the appointed date & time.

**3. Rate:** Rates should be quoted in Indian Rupees (INR) on F.O.R Basis at AIIMS, Bhubaneswar, Odisha, Inclusive of all the Charges, with break-up as:

- Basic Cost.
- VAT /CST as applicable.
- Total Cost (F.O.R at AIIMS Bhubaneswar).

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

In case the tenderer withdraws, modifies or changes his offer during the validity period, bid is liable to be rejected and the Earnest Money Deposit shall be forfeited without assigning any reason thereto. The Tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original Tender.

**5. Warranty / Guarantee:** Bid must be quoted with five (05) year comprehensive on-site warranty / guarantee and it will be started from the date of the satisfactory installation / commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the goods or components thereof. Warranty would be followed by 5 year CMC (Comprehensive Maintenance Contract with spares) @ 3% of the cost of the Equipment with 5% increase every year. Vendor would submit list of Consumables required for running of the machine along with its cost. During the warranty and CMC period the supplier/ company

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should provide a minimum of 04 (four) preventive maintenance as routine services. After sales services must be provided in the city of installation. In situations requiring service or repair of the unit outside the city of installation, the expenditure on that account will have to be borne by the supplier.

**6. Buy-Back Offer :** In case of a availability of a new Version of the existing Equipment, Institute may go for the same for replacement on Buy-Back offer basis. The Tenderer should mention his offer for buy back of the Equipment/Machinery /Plant / Instruments/ Apparatus stating the percentage of Basic cost of the old Equipment and other condition if any.

**7. Uptime guarantee:** The firm should provide uptime guarantee of 95% during warranty and CMC period, with acceptance of the penalty clause in case of failure to do so.

**8. Downtime penalty Clause :** During the comprehensive warranty period, the uptime guarantee of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit, penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Institute.

If accessories/other attachment of the system are procured from the third party, the vendor must produce cost of accessory/other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.

The principal supplier or their service partners are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

**9. Risk Purchase :** In case the tenderer on whom the supply order has been placed, fails to made supplies within the delivery schedule and the purchaser has to resort to risk purchase, the purchaser (AIIMS, Bhubaneswar) may recover from the tenderer (from the payment on account of subsequent supply or performance security as the case may be) the difference between the cost calculated on the basis of risk purchase price and that calculated on the basic of rates quoted by tenderer. In case of repeated failure in supplying the order goods the supply order may be cancelled and Bid/EMD/Performance security deposit will be forfeited.

**10. FALL CLAUSE :** If, at any time, during the said period, the supplier reduce the said prices of such Stores/Equipment or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences (AIIMS) Bhubaneswar and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

The supplier shall furnish the following certificate to Administrative Officer, AIIMS, Bhubaneswar.

"I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution upto date of bill/the date of completion of supplies against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender".

**11. Delivery & Installation:** All the goods ordered shall be delivered within **4 (Four)** week from the date of issue of supply order/ acceptance letter. All the aspects of safe delivery shall be the

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exclusive responsibility of the supplier. The acceptance of the Supply order (invariably sent by E-Mail) should be furnished with 7 (seven) days from the date of issue failing which it shall be treated that the firm has accepted the Supply Order.

If the supplier fails to deliver, install and commission of the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part thereof exceeding 3 days of the total order value shall be levied subject to maximum of 10% of the total order value. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of materials.

**12. Performance Security:** (a) The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar". The security deposit can be forfeited by 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 should be kept valid upto 60 days after completion of obligations (including warranty period) under the contract.

(b) The Tenderer shall have to execute a Contract Agreement with AIIMS, Bhubaneswar while accepting the Supply order.

**13. Payment Term:**

- 70% payment of the total order value shall be released after the successful installation/ Commissioning of the ordered goods against the submission of the test report & on furnishing of Performance security & execution of Contract Agreement.
- Balance 30% of the order value shall be released after one month of successful installation of the item and basing upon the report of satisfactory functioning to be furnished by the User Department.

**14.** Bidder shall submit the Tender document and addenda thereto, if any, with each page signed and with seal to confirm the acceptance of the entire Terms & Conditions as mentioned in the tender enquiry document.

**15.** Compliance sheet of the Technical Specification of the goods under due signature & Seal with Technical printed literature must be enclosed with the bid.

**16.** After due evaluation of the bid(s) Institute will award the contract to the responsive tenderer who has quoted the lowest Cost.

**17.** Conditional Bids will be treated as unresponsive and therefore may be rejected.

**18. *The Institute reserves the right to accept in part or in full or reject any or more Tender / offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.***

**19. TENDER EVALUATION**

Tenders evaluation will be done in **two stages**:

- a. Technical bid and
- b. Financial bid.

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Each bid to be submitted in separate sealed envelopes super-scribed “Technical Bid” and “Financial Bid” respectively mentioning therewith the name of Goods/Services. All these 2 envelopes should be put in another envelope marked as **“Tender for Mandibular Distractor (Multivector)for AIIMS, Bhubaneswar”** sealed with sealing wax.

**A) TECHNICAL BID:**

The firm should submit the technical bid in a sealed cover separately super-scribed **“Technical Bid for Mandibular Distractor (Multivector)”** along with Name and address of the Bidder. Technical bid should contain information and copy of documents as required in Chapter – IV.

The Committee constituted by the Competent Authority shall evaluate the Technical Bid on the basis of Specification as per Chapter-III & documents/ information furnished as per Chapter-IV, Make/Brand quoted; literature enclosed, sample submitted wherever asked, Demo displayed wherever required, the authorisation letter from manufacturer for the item etc. The items accepted in Technical Bid will only be considered for evaluation of Financial bid. Price should not be quoted with Technical Bid, otherwise the tender will be rejected without any correspondence.

**B) FINANCIAL BID:**

Should be submitted in a separate sealed envelope super-scribed the word **“Financial Bid for Mandibular Distractor (Multivector)”** along with Name and address of the Bidder.

The price should indicate cost on mentioned at Para /clause 3 above. Offers with price variation clause will not be accepted. The rates quoted in ambiguous terms such as “Freight on actual basis” or “Taxes as applicable extra” or “Packing forwarding extra” will render the bid liable for rejection.

**20. Applicable Law:**

- The contract shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhubaneswar, Odisha, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the parties.
- Force Majeure: Any delay due to Force Majeure will be attributable to the supplier. Unless provide through recordal evidence.

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## **Chapter- III - Specifications and Allied Technical Details**

### **SPECIFICATION FOR MANDIBULAR DISTRACTOR (MULTIVECTOR)– 1 PAIR** **(1 Left & 1 Right Sided Distractors)**

For use in mandibular bone lengthening in conditions such as mandibular hypoplasia or post-traumatic defects of the mandible where gradual bone distraction is required.

**The device should have the following features -**

**Specifications:**

1. The device should be made of titanium parts and the distractor should be available for left & right sides.
2. The titanium multi-vector distractor should be able to perform multi-vector distraction and bone transport. The device could be modified for specific applications where limited bone stock is present and where multi-vector distraction is preferred.
3. Presence of an external activator to allow easy access for activation.
4. The device should allow for
  - a. Independent lengthening of the mandibular ramus and body.
  - b. Three-dimensional manipulation of the external distraction mechanism for postoperative vector adjustment.
  - c. Only a single osteotomy and four pin sites and the pin clamps should be consistently on the left and right assemblies to simplify the activation procedure.
5. The device should have separate linear distraction arms of various lengths.
6. Availability of an autoclavable activation screwdriver used to activate the distractor.
7. Should have module to hold the instrumentation & implants.
8. Distractor set should be complete with all drills, drill sleeves, nut and keys.
9. Module to hold instruments & implants.
10. Warranty for 5 years
11. Should be US-FDA/ CE approved product.
12. Supplier should have ISO certification for quality standards.

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| SN | Description                                                                | Units |
|----|----------------------------------------------------------------------------|-------|
| 1  | Distractor Arm, length 55 mm, Titanium Alloy (TAV)                         | 02 no |
| 2  | Distractor Arm, length 45 mm, Titanium Alloy (TAV)                         | 02 no |
| 3  | Mandible Distractor, multiaxial, left, Titanium Alloy (TAV)                | 01 no |
| 4  | Mandible Distractor, multiaxial, right, Titanium Alloy (TAV)               | 01 no |
| 5  | Activation Nut                                                             | 02 no |
| 6  | Distractor Arm, length 25 mm, Titanium Alloy (TAV)                         | 02 no |
| 7  | Distractor Arm, length 15 mm, Titanium Alloy (TAV)                         | 02 no |
| 8  | Kirschner Wire 2.0 mm with threaded tip, length 150/15 mm, Stainless Steel | 10 no |
| 9  | Cheek Retractor Ring for No. 387.421                                       | 01 no |
| 10 | Obturator for No. 387.421                                                  | 01 no |
| 11 | Connecting Screw for No. 387.421                                           | 01 no |
| 12 | Mounting Instrument                                                        | 01 no |
| 13 | Angular Adjustment Instrument                                              | 01 no |
| 14 | Activation Instrument                                                      | 02 no |
| 15 | Parallel Drill Sleeve, for Kirschner Wires 2.0 mm                          | 01 no |
| 16 | Protective Cap for Wires 1.8 and 2.0 mm                                    | 10 no |
| 17 | Module Mandible Distractor, multiaxial, with Lid, without Contents         | 01 no |
| 18 | Protective Cap for Wires 1.8 and 2.0 mm                                    | 10 no |
| 19 | Cheek Retractor Ring for No. 387.421                                       | 01 no |
| 20 | Obturator for No. 387.421                                                  | 01 no |
| 21 | Connecting Screw for No. 387.421                                           | 01 no |
| 22 | Mounting Instrument                                                        | 01 no |
| 23 | Angular Adjustment Instrument                                              | 01 no |
| 24 | Activation Instrument                                                      | 02 no |
| 25 | Parallel Drill Sleeve, for Kirschner Wires Ø 2.0 mm                        | 01 no |
| 26 | Distractor Arm, length 55 mm, Titanium Alloy (TAV)                         | 02 no |
| 27 | Distractor Arm, length 45 mm, Titanium Alloy (TAV)                         | 02 no |
| 28 | Mandible Distractor, multiaxial, left, Titanium Alloy (TAV)                | 01 no |
| 29 | Mandible Distractor, multiaxial, right, Titanium Alloy (TAV)               | 01 no |
| 30 | Activation Nut                                                             | 02 no |
| 31 | Distractor Arm, length 25 mm, Titanium Alloy (TAV)                         | 02 no |
| 32 | Distractor Arm, length 15 mm, Titanium Alloy (TAV)                         | 02 no |
| 33 | Module Mandible Distractor, multiaxial, with Lid, without Contents         | 01 no |
| 34 | Kirschner Wire 2.0 mm with threaded tip, length 150/15 mm, Stainless Steel | 10 no |

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## Chapter – IV

### **Inviting of sealed Tender(s) for supply and installation of External Midface Distractor at AIIMS, Bhubaneswar**

| Sl no.   | Details / Particulars                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Submitted<br>(Yes/No) | Page No |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------|
| <b>A</b> | Name & Address of Tenderer with phone number, email, name and telephone/mobile(Mention in Letter head)                                                                                                                                                                                                                                                                                                                                                                                       |                       |         |
| <b>B</b> | Specify you are Company /Proprietorship / Partnership firm(Mention in Letter head)                                                                                                                                                                                                                                                                                                                                                                                                           |                       |         |
| <b>C</b> | Name of Proprietor /Partner/Managing Director/Director.                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |         |
| <b>D</b> | Name, Address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)                                                                                                                                                                                                                                                                                                                                        |                       |         |
| <b>E</b> | Name, Address, Phone & Fax No. of Service Centre at Bhubaneswar or nearby.                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |         |
| <b>F</b> | Whether the firm is a Registered firm 'yes/no'(attached copy of certificate)                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |         |
| <b>G</b> | PAN No. (enclose the attested copy of PAN Card)                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |         |
| <b>H</b> | Please Provide last 02 year IT Return copy (2013-14, 14-15)                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |         |
| <b>I</b> | Service Tax No. (enclose the attested copy of Service Tax Certificate)                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |         |
| <b>J</b> | Sales Tax /VAT No. (enclose the attested copy of Sales Tax / VAT Certificate)                                                                                                                                                                                                                                                                                                                                                                                                                |                       |         |
| <b>K</b> | Details of the Earnest Money Deposit (EMD) Rs. 15,000/- (Rupees Fifteen Thousand Only) , FDR/BG No.____ / dt.____                                                                                                                                                                                                                                                                                                                                                                            |                       |         |
| <b>L</b> | Details of the Tender Fee worth Rs.2,000/-(Rupees Two thousand only) Non refundable (DD No. __, dt. ____)                                                                                                                                                                                                                                                                                                                                                                                    |                       |         |
| <b>M</b> | Whether the Firm/Agency has signed each and every page of Tender/NIT                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |         |
| <b>N</b> | Whether the firm is a registered firm under MSEs, SSI or NSIC (attached copy of certificate).<br>And also to be mentioned it is owned by SC/ST Entrepreneurs                                                                                                                                                                                                                                                                                                                                 |                       |         |
| <b>O</b> | Have you previously supplied these items to any government /reputed private organization? If yes, attach the relevant poof.<br><b><i>Please provide a notarized 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&amp;D rate in recent past. If you don't fulfil these criteria, your tender will be out rightly rejected.</i></b> |                       |         |

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|          |                                                                                                                                                                                                                                                                                                                        |  |  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>P</b> | Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that (i) no case is pending the police against the Proprietor / partner or the Company (Agency).Indicate any convictions if any against the Company/firm/partner.<br>(ii) proprietor/firm has never blacklisted by any organization. |  |  |
| <b>Q</b> | List of Major Customer may be given on a separate sheet and proof of previous satisfactory supply, if any                                                                                                                                                                                                              |  |  |
| <b>R</b> | The name of items with specification and makes/brands of the items, indigenous or imported with name of manufacturer & address must be enclosed                                                                                                                                                                        |  |  |
| <b>S</b> | Please provide full list of consumables & Catalogue of Equipment                                                                                                                                                                                                                                                       |  |  |
| <b>T</b> | Whether the items quoted is as per specification, if not the statement of deviation (Parameter wise) from the tender technical specification must be enclosed.                                                                                                                                                         |  |  |
| <b>U</b> | Undertaking for providing CMC for 5 years after 5 years Warranty                                                                                                                                                                                                                                                       |  |  |
| <b>V</b> | Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts whenever required at least for 5 years after completion of warranty/Guaranty.                                                                                                                                             |  |  |
| <b>W</b> | Any other information, if necessary                                                                                                                                                                                                                                                                                    |  |  |

**Note:**

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "Not Applicable".
- Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be rejected.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

Date:

Place:

( Signature of the bidder with seal)

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## **Chapter-V- Financial Bid**

**(To be submitted on the letterhead of the company / firm)**

| <b>Sl. No</b> | <b>Name of Item</b>                                                                               | <b>Quantity</b> | <b>Rate Per Unit</b> | <b>Vat/Taxes etc.</b> | <b>Amount (including All Taxes)</b> |
|---------------|---------------------------------------------------------------------------------------------------|-----------------|----------------------|-----------------------|-------------------------------------|
| 1.            | <b><u>MANDIBULAR DISTRATOR (MULTIVECTOR) – 1 PAIR</u></b><br>(1 Left & 1 Right Sided Distractors) | 1               |                      |                       |                                     |

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. That I/We undertake that the information given in this tender are true and correct in all respects.

Signature of the bidder with seal.

Date:

Place:

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## **Chapter – VI**

### **CONTRACT AGREEMENT**

#### **Contract Agreement No. :-**

This agreement is made at **Bhubaneswar** on \_\_\_\_\_ 2015 between **Director, AIIMS, Bhubaneswar, AIIMS Bhubaneswar**, having its office at **Sijua, Patrapada, Bhubaneswar-751019** (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 Party.**

#### **Between**

**M/s \_\_\_\_\_** (hereinafter called the “Supplier/Contractor” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party.**

Whereas AIIMS, Bhubaneswar is desirous that certain Supplies to be made/ installed for use by AIIMS, BBSR i.e. \_\_\_\_\_ hereinafter called the “The Supply” and has accepted a Bid submitted by the Supplier/contractor for the execution and completion of such Supply/Installation as well as guarantee of such works and the remedying of defects therein.

#### **Now this agreement witnesses as follows:-**

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement Viz.
  - (a) Notice Inviting Tender, Eligibility Criteria & Instruction to Bidders (NIT, Eligibility Criteria & ITB ).
  - (b) General Conditions of Contract (GCC).
  - (c) Special Condition of Contract.
  - (d) Technical Specification.
  - (e) Technical and Financial Bid.
  - (f) Clarifications of Pre Bid queries during first call and amendment/ corrigendum during first call, if any
  - (g) Financial Bid amendment / corrigendum on technical specifications.
  - (h) All the correspondence till award of contracts i.e. Notification of Award, Performance Bank Guarantee etc.
  - (i) Supply order
  - (j) Payment Term : as per Terms & Condition of the Tender document clause No.13
  - (K) Uptime guarantee & Downtime penalty Clause :as per Terms & Condition of the Tender document clause No.07 &08
3. In consideration of the payment to be made by AIIMS, Bhubaneswar to the Contractor as hereinafter mentioned, the Contractor hereby covenants with AIIMS, Bhubaneswar to execute and complete the Work by \_\_\_\_\_ from the date of commencement i.e. \_\_\_\_\_ and remedying any defects therein in conformity in all respects with the provisions of the Contract.
4. AIIMS, Bhubaneswar hereby covenants to pay the Contractor in consideration of the execution and completion of the Work and remedying of defects therein, the total Contract Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the sum stated in the **Supply Order** subject to

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such additions thereto or deductions there from as may be made under the provisions of the Contract at the time and in the manner prescribed by the Contract.

**5. Obligation of the Contractor.**

- (a) The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The contractor shall keep AIIMS, Bhubaneswar fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- (b) In witness of whereof the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of  
the Contractor

Signature of the  
Authorized Official

Name of the Contractor  
Stamp / Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said

\_\_\_\_\_  
\_\_\_\_\_

On behalf of the Contractor in the  
In the Presence of

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

For and on behalf of  
Director, AIIMS, Bhubaneswar

Signature of the  
Authorized Official

Name of the official  
Stamp / Seal

By the Said

\_\_\_\_\_  
\_\_\_\_\_

On behalf of the Director  
AIIMS, Bhubaneswar in the  
presence of

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

*Signature of Tenderer & Seal*