

**NOTICE INVITING TENDER
(Re-Tender)
For
Supply of Medical Gas on Rate Contract basis
To AIIMS Bhubaneswar**



No	DME Stage	Start Date & Time
1.	NIT No.	J-11030(042)/2015-16/S&P
2.	NIT Issue Date	30/01/2016
3.	Last Date of Submission	19/02/2016, 12.00 P.M
4.	Tender opening date (Technical bid)	19/02/2016, 3.00 P.M

All India Institute of Medical Sciences,
Bhubaneswar

“Supply of Medical Gas on Rate Contract Basis to AIIMS, Bhubaneswar”

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 Medical Gas on Rate Contract Basis** for the AIIMS Hospital, for a period of **Two Year** from the date of commencement of award. If the performance is found satisfactory, the contract would be extendable further for a period as may be agreed mutually (not beyond Year) by both the parties.

The interested Companies/Firms/Agencies are required to submit the technical and financial bid separately. The bids in Sealed **Cover-I** containing **“Technical Bid”** and Sealed **Cover-II** containing **“Financial Bid”** should be placed in a third sealed cover super scribed **“Tender for Supply of Medical Gas on Rate Contract Basis”** and should reach office of the **“The Administrative Officer, AIIMS, Sijua, Bhubaneswar (Odisha) - 751019**, by or before on 12.00hr on **19/02/2016**. The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at 03.00 PM at AIIMS, Bhubaneswar. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The date of opening of financial bid of technically qualified agencies will be uploaded in the official website of AIIMS Bhubaneswar and no Paper Publication shall be made for this.

The tender document containing technical bid form, financial bid form, technical description/specification & item and terms & conditions can be downloaded from website www.aiimsbhubaneswar.edu.in. The bidders should enclose a Demand Draft for **Rs.1,000.00** (Rupees One Thousand only) (non-refundable) in favour of **“AIIMS, Bhubaneswar”**, payable at Bhubaneswar along with their technical bid in the **Cover-I** “Technical Bid” towards Tender Fee. The bid security (EMD) of **Rs. 1,00,000/-** (Rupees One Lakh only) should be paid in the form of FDR/BG in favour of **“AIIMS, Bhubaneswar”** payable at Bhubaneswar and will be placed in **Cover-I** with technical bid. The Tender Documents are not transferable. No interest /erosion in the value of EMD if any shall be payable by AIIMS, Bhubaneswar.

Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Bhubaneswar website: www.aiimsbhubaneswar.edu.in.

Administrative Officer

AIIMS, Bhubaneswar

GENERAL INSTRUCTIONS TO THE TENDERER

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 Tender Fee & Earnest Money Deposit (EMD). The financial bid should contain only commercial document. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
2. The tender Document can be downloaded from the website of AIIMS Bhubaneswar i.e. www.aiimsbhubaneswar.edu.in. The Technical bid must accompany with the tender fee of Rs. 1,000/- in form of Demand Draft in favour of AIIMS Bhubaneswar. 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 Bhubaneswar" payable at Bhubaneswar.**
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, initialling, dating and rewriting. **The name and signature of bidder's authorized person should appear on each page of the application. 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. 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 without assigning any reasons and no communication in this regard shall be made.
6. 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. Any conditional tender shall be rejected summarily.
7. 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.
8. Tenders received without Tender Fee and EMD amount by way of demand draft in favour of AIIMS, Bhubaneswar will not be considered at all and shall be summarily rejected.
9. 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.
10. 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 12.00 hours of the next working day in the Government offices.

11. Late/delayed tenders received in AIIMS due to any reason whatsoever will not be accepted under any circumstances.
12. 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 Bhubaneswar (www.aiimsbhubaneswar.edu.in). 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.
13. 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.
14. **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 Admin Officer, AIIMS, Bhubaneswar.
15. **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.
16. **Deposition of Security Money:-** The Selected bidders must deposit the requisite amount of Security Money (Rs.1,00,000/-) within the stipulated date specified in the acceptance letter. The approved firm shall deposit the Security Money in the form of FDR/Bank Guarantee payable at Bhubaneswar duly pledged in favour of AIIMS, Bhubaneswar.
17. **Forfeiture of Security Money :-**
 - a. In the event of failure to supply or maintain the equipment / instruments as per Work Order within the stipulated period, the security deposit may be forfeited.
 - b. In that event, supply of the said equipment 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 equipment/ instrument is damaged by the approved firm, cost of the same will be deducted from the deposited Security money of the contractor.

18. **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.
19. **Submission of Documents:-**
- a. Each Tender must accompany attested photocopy of PAN Card, Trade License, Sales Tax Clearance Certificate / VAT Registration Certificate, Service Tax Registration Certificate, and Experience Certificate.
 - b. The bidder must submit attested photocopy of Income Tax, Sales Tax / VAT and Service Tax return of last Two years.
 - c. In case of Co-operative Society Limited, Companies etc. this type of jobs must be included in the object of their By-laws or MoA as the case may be.
20. Necessary proof as to the financial status of the individual and firm tendering is to be attested and submitted.
21. Tender Form with all relevant papers in details shall be essential part of the bid.
22. 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.
23. **The period of rate contract may be revised upward/downward subject to the requirement of the Institute. Any minor deviation or variation will bear no financial effect.**

24. **DOCUMENTS COMPRISING THE BID:**

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

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 **Annexure “1”**.
- (b) Copy of constitution or legal status of the sole proprietorship/ firm/agency etc.
- (c) Financial status: - The average annual turnover from similar jobs, of the firm should not be less than 25 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.
- (d) Experience of 02 years or more.
- (e) The technical bid should be accompanied by Demand draft of Rs. 1,000/- (non-refundable) against tender fee and Demand Draft of Rs. 1,00,000/- (Rupees One Lakh only) (refundable) for EMD/bid security.
- (f) Copy of Income Tax Return Filed Acknowledgements for last Three years.
- (g) Copy of PAN Card/Service Tax Registration.
- (h) Copy of Sales tax/VAT registration certificate.

- (i) Details of clients where similar services are presently provided by the agency separately for govt. and private clients.
- (j) The bidder must have adequate experience of execution of similar work in Govt. offices/ PSUs/Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (k) Authorization letter/certificate from original manufacturer of the product, if required.
- (l) Broachers, original technical catalogue with detailed specification and picture of the product offered, if relevant.

FINANCIAL BID: - The financial bid shall contain: Financial Bid Form [as per Annexure – 2] – **Prices must be quoted as per format specified, failing which tender shall be summarily rejected.**

- 25. **Rates:** - Rates should be quoted in Indian Rupees (INR) on F.O.R Basis at AIIMS, Bhubaneswar, Odisha, Inclusive of all the Charges. No other charges like Transport charges, freight, and wages shall not pay by the institute.
- 26. Rate must be valid for entire contract period, which, if the Institute authority desires, may be extended for further period issuing proper notification.
- 27. Acceptance of lowest tender is not obligatory.

28. SUBMISSION OF BIDS

28.1 SEALING AND MARKING OF BIDS: The bidder shall wax seal the Tender Fee & EMD, the Technical Bid and the Financial Bid in separate envelopes and keep them in a bigger wax sealed envelope.

29. TECHNICAL EVALUATION:

- 29.1 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.
- 29.2 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.
- 29.3 Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.
- 29.4 A bid determined as substantially non-responsive will be rejected by the Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

29.5 AIIMS shall have right to accept or reject any or all tenders without assigning any reasons thereof.

30. FINANCIAL EVALUATION:

30.1 The financial bid shall be opened of only those bidders who have been found to be technically eligible. 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.

30.2 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.

30.3 The AIIMS Bhubaneswar 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 Bhubaneswar 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.

31. 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.

32. PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:

32.1 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) in favour of AIIMS Bhubaneswar issued by any scheduled bank.

32.2 The performance Bank Guarantee submitted should be valid for 26 months.

32.3 The Performance Bank Guarantee shall be refunded after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

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

32.5 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 Admin Officer, AIIMS Bhubaneswar and his decision shall be final.

32.6 The expenses of completing and stamping the agreement shall be paid by the bidder.

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

TECHNICAL BID FORMAT**PART – A: CHECK LIST FOR TERMS AND CONDITIONS**

1	Name of the firm/company/proprietary concern registered	
2	Address of registered office	
3	Address of the office at Bhubaneswar	
4	Telephone Nos./Fax/E-mail	
5	Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency	
6	Earnest Deposits money (EMD) Yes/No	
7	Detail of Tender Fees: EMD Details	
8	Banker of Company/ Firm/agency with full address (Attach certified copy of statement of A/c for the last years) Telephone Number of Banker	
9	PAN No.(Attach attested copy)	
10	VAT Reg. No.(Attach attested copy)	
11	Quality Assurance Certificate (please specify)	
12	Whether rates are quoted as per format mentioned in the Bidding Document or not.	
13	Have you previously supplied these items to any government / private organization? If yes, attach the relevant poof. <i>(Also provide an affidavit that you have not quoted the price higher then previously supplied any government, Semi Government , Reputed Pvt. institute)</i>	
14	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
15	Details of clients along with address, telephone and Fax numbers, Amount of contract, Duration of contract (Attach a separate sheet)	

16	Proof of financial status in form of audited balance sheet for the last three financial years. Average annual turnover must be at least Rs. 25 Lakhs Only.	
17	Enclose an affidavit duly certified by (enclosed/Not enclosed) the notary at the location of the Agencies/Headquarters Bhubaneswar 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.	

Date:**(Signature of Authorised Person)****(Name)****Place:****(Designation)****Name of Firm/Company/Agency****Contact Details**

PART – B: TECHNICAL REQUIREMENTS OF THE PRODUCT OFFERED

- (a) Should hold valid manufacturing licenses for medical gases. Tender should be quoted only by the actual manufacturer or their authorized distributors.
- (b) Should have reputation and experience of over last five years as Medical Gas manufacturer and supplier to the Govt. Institutions/large private hospitals of repute.
- (c) The firms should also have proper arrangement for the testing and repairing of the following types of cylinders required from time to time. The rate list of commonly used spare parts along with the repair charges for cylinders should also be mentioned clearly valid for one year.

1.D - TYPE O2 Cylinders

2. D-TYPE N2O Cylinders

3.B - TYPE O2 Cylinders

4. A-TYPE O2 Cylinders

5.A - TYPE N2O Cylinders

6. AA- TYPE CO2 Cylinders

7. AAA-TYPE CO2 Cylinders

- (d) The Hospital has the discretion to take cylinders on rent basis. Vendor will mention rent for all type of cylinders mentioned at **SL.NO.1 to SL. No. 7** on daily rent basis.
- (e) The rate contract holder should also be manufacturer/supplier of liquid oxygen and will have to install **CRYO TANK 10 K to 20 K** capacity at our premises and connect it to the manifold pipeline as and when required. The tenderer should provide safety features in line with the global standard of safety as part of installation. The vessel should be maintained in such a way to keep natural evaporation rate of less than 1%. No installation and uprooting charges will be paid.
- (f) The tenderer should have more than one manufacturing facilities in order to keep steady supply of medical gases.
- (g) Any freight and cartage charges will be borne by the contractor for delivering the items. The delivery should be made within 24 hours from the receipt of cylinders or supply order without fail. Supply should be delivered between 9 am to 4 pm (Mon to Fri) & between 9 am to 12hr(Sat).
- (h) The firm should have adequate and efficient transport for supplying of medical gases. Failure or delay in supply of life saving medical gases shall result in financial penalty and any other levies as decided by Admin Officer.

- (i) The Tenderer should give an undertaking that if he fails to maintain standards of tank/cylinders , Gases and if some mishap occurs, the supplier company shall be responsible for the same.
- (j) Hospital will not issue Form 38, hence company having its billing office in the state of Odisha may quote.
- (k) All cylinders should be tested and specified for filling of medical gases by CCE approved test shop.
- (l) In house facility for regular testing and certification of cylinder/LMO for tare weight, hydraulic pressure test etc. as per norms for compressed gas cylinders under explosives act 1981, expenditure will be borne by company.
- (m) The firm will be responsible for routine check, maintenance, demonstration of functioning of LMO and preventive measures to be adopted in case of emergency to the technical staff of the Hospital at their own cost.
- (n) The firm should ensure for refilling of B type cylinders, and supply of all other type of cylinders including D type of cylinders for Oxygen, and A,D type of cylinders for Nitrous Oxide and AA, AAA (bottle type) for Carbon dioxide cylinders.
- (o) The cylinder should have company monogram printed on the cylinder. It should also mention date of last testing and due date of next testing.
- (p) Successful bidders would be bound to supply the gases even after completion of tenure on tender rates, terms and condition till the next tender/fresh arrangement is finalized.
- (q) For delivery of medical gases at Hospital premises: The rates at which the cylinder/tank to be quoted in figure and words per cylinder for A, B, D, AA, AAA type or any other type mentioned with volume, pressure, kg of gases(Name) in each of cylinder.
 - i Cost of gas per kg.
 - ii Cost of gas per c mm.
 - iii Cost of any other chargeable component (if any) per cylinder.
 - iv Cost of amount of taxes statutorily liable to be shown.
- (r) **MODE OF MEASUREMENT FOR L.M.O**
 - i Liquid Oxygen currently not installed will only be received after weighing the tanker before supply at Electronic Weight Machine (Dharam Kanta) (nearest to the hospital) along with the receipt. The tanker will be sent again to the same Dharam Kanta for weighing after refilling the Porta-Cryos tank in the hospital campus which is to be

installed by the company and net weight of the Liquid medical. Oxygen supplied to the hospital shall be determined by subtracting the weight after supply from the weight before supply.

- ii Representative from the hospital will visit the Electronic Weight Machine (Dharam Kanta) from time to time for inspection of gross weight, tare weight and net weight of the Oxygen tanker. Firm will provide necessary cooperation in this matter, no additional charges will be payable from Hospital.
- (s) The Director reserves the right to select different vendors for LMO/CMO.
- (t) The Director reserves the right to cancel the tender at any time without assigning any reason thereof.
- (u) The place of delivery will be Manifold/Store (basement) AIIMS Bhubaneswar.
- (v) **The medical gases to be supplied should be pure and safe for human use and should meet the latest I.P standards.**
- (w) In case of any disputes the decision of Director shall be final and binding on both parties and jurisdiction will be Bhubaneswar for all disputes.
- (x) The tenderer has to ensure compliance of Rule 3 of the Gas Cylinder Rules, 2004 and obtain necessary filling permission from the Chief Controller of Explosives under Rule 45 while supplying the cylinders for filling of compressed cryogenic gases, if required.
- (y) The Tenderer are bound to supply the store/manifold room during the validity of tender at the approved rates. The validity of the tender will be for the period of one year from the date of finalization of the tender. The rates quoted should be certified as the lowest quoted for any institutions in India in the last two years. If the price of any item is reduced due to any reasons during the validity of the tender he will intimate to this office the reduced rates immediately.

Date:

Signature of Authorised Person:

Place:

Name:

Designation:

FINANCIAL BID
(In sealed Cover-II super scribed “Financial Bid”)

To,

Medical Superintendent
AIIMS BHUBANESWAR

Dear Sir,

Our quoted rate for supplying the Implants for AIIMS, Bhubaneswar will be as follows:-

I/We M/s_____ hereby quote for the supply of Medical Gas on local purchase basis in accordance with the terms and conditions of the tender.

Sl. No.	Particulars	In Figures	In Words
1	LMO (Liquid Medical Oxygen) Tank Capacity		
2	Evaporation Rate for Maintenance		
3	Liquid Medical Oxygen Rate/Kg		
4	Any Taxes Statutorily Applicable		
5	Number Of Cylinder Provided as Backup Arrangement		

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Sl. No.	Product with Description	(Rate Including All Levies, Taxes, Freight & Others)							
		Oxygen Cylinders			Nitrous Oxide Cylinders		Carbon Di-oxide Cylinders		
		A Type	B Type	D Type	A Type	D Type	A Type	AA Type	AAA Type
1	Basic price Per cubic metre								
2	Rate/kg								
3	Any taxes statutorily applicable								
4	Unit cost of chargeable component if any per cylinder								
5	Repairing and testing charges of cylinders								
6	Daily Rent per Cylinder								

Date:

Signature of Authorised Person:

Name:

Place:

Designation:

Name of Firm/Company/Agency:

Seal of Firm/Company/Agency:

Contact Details:

ANNEXURE "3"

**NAME OF THE OFFICER AND DESIGNATION
ADDRESS
Email and Tel. No.**

TO WHOM IT MAY CONCERN

This is to certify that M/s _____ has provided the services
of _____(Number) _____ (designation), _____ (Number) _____
(designation) and _____ (Number) _____
(designation)_____ in Ministry/Department/Office of _____
(Building Name) during the period _____ to _____ The monthly rates for each
category were as follows :

- (a)
- (b)
- (c)

The performance of the company was found to be satisfactory and it was able to render
the services as per contractual obligations.

(Name of Officer)

Designation

Date:

Signature of authorized person

Place:

Seal

Format of Experience certificate

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay & work completed)

* Attach certificate(s) of payments.

** Immediately preceding the financial year in which bids are received.

ANNEXURE "5"

DECLARATION

From:-

M/s.....

.....

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To

Admin Officer,

All India Institute of Medical Sciences,

Medical College Building,

Sijua, Bhubaneswar – 751019

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/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Admin Officer, AIIMS, Bhubaneswar 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 a Agency which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Date:

Name:

Place:

Designation

Seal of the Agency

Address

CONTRACT FORMSTAMP PAPER OF Rs. 100/-

Contract No. Dated.....

This is in continuation this office's Notification of Award No. dated

1. Name and Address of the Supplier :-
2. Purchaser's Tender Enquiry Document No. datedand subsequent amendments no..... dated (if any) issued by the purchaser.
3. Supplier's Tender No. datedand subsequent communications no..... datedexchanged between the supplier and the purchaser in connection with this tender.
4. This agreement is made this day.....between,Reg office at

..... herein after called “ Supplier” the first party which expression shall include his heirs, executors and administrators/ their successors and AIIMS Bhubaneswar, herein after called “AIIMS”, the second party, acting through Admin Officer, AIIMS, Bhubaneswar, herein after include his successors and assignees, shown as under :-

5. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - a) General Instructions To The Bidder
 - b) Terms & Conditions of Contract
 - c) Tender Form furnished by the supplier
 - d) Price Schedule (s) furnished by the supplier in its tender
 - e) Purchaser's Notification of Award
6. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - a) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

SI No.	Brief description of goods/services	Accounting Unit	Quantity	Unit Charges	Total Charges

Any other additional services (if applicable) and cost thereof: _____

b) Total value (in figure) _____ (In words) _____

c) Details of Performance Security _____

7. The Performance Security would be encashed by second party in case first party fails to deliver services and/or breaches terms & condition of the aforesaid tender document
8. Any notice/direction given under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Contractor at his last known address. Any notice to be given to the AIIMS shall be considered as duly served if the same is delivered to left or dispatched by the Registered Post by the said to Director, AIIMS, Sijua, Bhubaneswar, Odisha - 751019. Any notice so posted shall be prima facie proof of service at the expiration of the time in which in the ordinary course of post it would have reached the address to which it was sent.
9. That all the expenses for the preparation and execution of this deed including the stamp duty and conveyance fee shall be payable by the Contractor.
10. In accordance with the Tender document No. this agreement is effective till, as in the bid document as decided upon to do so by the second party on the same terms, conditions and rate.
11. Signature and legal addresses of the contracting parties:

In witness where of the parties here to have hereunder set their respective hands the day and the year above written.

Contractor

AIIMS Bhubaneswar

For & on behalf of
Bhubaneswar

For & on behalf of AIIMS,

M/s _____

Admin Officer _____

(Name & Designation)

AIIMS, Bhubaneswar

Address:

Address:

.....
(Seal)

.....
(Seal)

Witnesses:

1.

2.