



**All India Institute of Medical Sciences
Bhubaneswar**

Website : www.aiimsbhubaneswar.nic.in

Short Notice Tender

For

**Supply and Installation of SS Racking System for
Preparedness and Containment of COVID-19 Pandemic**

Short Tender Enquiry No.	AIIMS/BBSR/PROC/COVID-19/SNT/10
Issue Date and Time	26.06.2020 , 14.00 PM
Last Date of Submission of Bids	07.07.2020 , 03:00 PM
Tender opening date and Time	07.07.2020 , 03:30 PM

Name , Signature & Seal of the Bidder

Chapter I- Instruction to bidders

Short Notice for Inviting Tender

All India Institute of Medical Sciences, Bhubaneswar

www.aiimsbhubaneswar.nic.in

All India Institute of Medical Sciences (AIIMS), Bhubaneswar, Odisha, established by an Act of Parliament under aegis of Ministry of Health & Family Welfare, Government of India, invites Bids in Short Notice Enquiry due to **Preparedness and Containment of COVID-19**. The Single Bid to be submitted by Speedpost/ Courier/ in Person/ e-mail as the case may be in the prevailing situation. Intending Manufacturers, authorised distributors or dealers or any other agencies authorised to quote are requested to quote their best offer and competitive price as per details of specifications and Terms & Conditions for **Supply and Installation of SS Racking System at AIIMS, Bhubaneswar.**

SI. No.	Item Description	Quantity	Tender Fee	EMD FEE
1.	SS Racking System	41 Nos	Nil	Nil

1. Submission of Tenders

Technical & Financial bid to be kept in one sealed Envelope(wax sealing) and marked as “**Tender for Supply and Installation of SS Racking System at AIIMS, Bhubaneswar.**”

If to be submitted in person/ speed post/ courier then the tenders should be sealed and super scribed with “**Tender for Supply and Installation of SS Racking System at AIIMS, Bhubaneswar**” and to be submitted in the Office of the “**Sr. Procurement-Cum-Store Officer**”, All India Institute of Medical Sciences, Patrapada, Sijua, Bhubaneswar- 751019 at Academic Block, 1st Floor, AIIMS, BBSR, latest by **07-07-2020** at **15:00 PM**.

The bidder may also submit the bids through email as the case may be in the prevailing situation i.e. LOCK DOWN period.

The email addresses to which Bids be submitted is: Ste@aiimsbhubaneswar.edu.in

To maintain strict confidentiality, the Bidders may submit their Bids with password protection. If the password protected document submitted by email, the password must be sent through whatsapp number (09438884099) of Dr. S R Singh, Nodal Officer before the due time of tender submission, for opening of document.

2. Opening of Tenders

The tender is in **single bid system**. The tender will be opened on the designated date as mentioned in tender document or as decided by the Tender opening Committee. The Name of the qualified bidders shall be hoisted in the website of AIIMS, Bhubaneswar. Any amendment/corrigendum shall be displayed in the official website of AIIMS, Bhubaneswar i.e., www.aiimsbhubaneswar.nic.in. The bidder(s) or their authorized representative(s) may remain present at the scheduled date and time.

3. **Eligible Bidders**

This Short Tender Enquiry is open to all suppliers who fulfil the eligibility criteria specified in this document.

4. **GST**

If the bidder asks for GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

5. **Tender Validity**

The quoted rates must be valid for a period for 60 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 may be treated as unresponsive and it may be rejected.

6. **Late Bid**

Tender received after specified date and time will be treated as “late” and will be ignored.

7. **Withdrawal of Tender**

No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result to take action against the bidder as deemed fit for debarring etc.

8. **Qualification Criteria**

Tenders of the Bidders, who do not meet the required Qualification Criteria will be treated as non-responsive and will not be considered further.

9. **Evaluation of Bid**

The evaluation of bid will be done in one stage as per the documents asked , received and eligibility criteria in the General Terms & Conditions of Short Notice Tender.

Name, Signature & Seal of the Bidder

Chapter-II - General Terms and Conditions

1. Bidder shall submit the Tender document and addenda thereto, if any, with each page signed with seal to confirm the acceptance of the entire Terms & Conditions as mentioned in the tender enquiry document. However, if submitted by e-mail the same may be accepted.
2. The quotation must be type written in the form furnished by Procuring Entity and should be free from corrections/erasures. In case there is any unavoidable correction, it should be properly attested. If not, the quotation will not be considered. Quotation written in pencil will not be considered. Complete details and if any must accompany the quotation. Make/brand of the item shall be stated wherever applicable. Brochures, literature of the quoted item(s) etc. to be submitted along with the bid.
3. Compliance sheet of the Technical Specification of the goods/service under due signature & Seal with Technical printed literature must be enclosed with the bid.
4. Rates should be quoted in Indian Rupees (INR) on F.O.R destination Basis i.e. at Central Stores, AIIMS, Bhubaneswar, Odisha, Inclusive of all the Charges, with break-up of Basic Cost, GST as applicable and Total Cost otherwise the quotation is likely to be rejected. Please quote the rates in words and figures. If there is no indication regarding the FOR, in the quotation, then it will be considered as FOR destinations i.e. (FOR : Central Store, AIIMS, Bhubaneswar). Price quoted should be net and valid for a minimum period of **60 days** from the date of opening of the quotation. The prices quoted should be firm till the supplies are completed. The price per unit should be quoted as mentioned in the financial bid format.
5. Conditional Bids will be treated as unresponsive and therefore may be rejected.
6. When there is a tie in the price of the lowest quoted bidders, lottery will be done in the presence of the Committee Members to finalize the selected bidder.
7. After due evaluation of the bid(s) Institute will award the contract to the responsive tenderer who has quoted the lowest Price of the Equipment including CMC charges for 5 years.
8. 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 Tenders at any time prior to award of contract, without accepting any liability, whatsoever.
9. The Director, AIIMS, BBSR reserves the right to modify the quantity specified in this enquiry.
10. The items must be carefully packed, sealed and labelled clearly with PO Reference.
11. **Delivery period:** All the ordered items to be supplied and Installed within **30 days** from the issue of Purchase Order. Part supply and part installation is accepted i.e. phasewise the total work to be completed within 30 days.
12. If the deliveries are not maintained and due to that account Procuring Entity is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
13. **Late Delivery Charges:** If the supplier fails to complete the assigned work within the stipulated time period then [penalty@0.5%](#) per week or part thereof exceeding three days from the date of expiry of allowable time as stipulated above (the date of issue of Purchase Order and the date of delivery excluded) of the basic cost shall be levied subject to maximum of @10% of the order value.
14. **Warranty/Guarantee:** The Bidder will submit a written Warranty /Guarantee r for 24 (Twenty Four) months Onsite Warranty including Spare Parts & Labour etc for trouble free functioning and maintenance of the facility from the date of installation absolutely at no extra cost to the institute.

15. The supplier further warrants that the items/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/ or the material used are as per the AIIMS, Bhubaneswar specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.

16. Replacement and repair will be undertaken for the defectives at no extra cost. Proper marking has to be made for all spares for identification.

17. Conditional warranty like mishandling, manufacturing defects etc. is not acceptable.

18. Upon receipt of notice from the buyer, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/accessories/stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/accessories/stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

19. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

The firm will be required to pay a penalty of ₹ 500/- (Rupees Five Hundred only) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the supplier.

20. Fall Clause: If at any time during the execution of the contract, the Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such item / equipment, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhubaneswar/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify AIIMS, Bhubaneswar. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhubaneswar by the Bidder or AIIMS Bhubaneswar will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

21. DELIVERY

The Delivery should be made in good condition at the Central Stores, AIIMS, Bhubaneswar campus or place indicated in the Supply Order by the bidder at their own cost. AIIMS Bhubaneswar is not liable for payments on account of Packing & Forwarding charges, Freight, Insurance and other incidental charges.

The firm will be bound to Supply and Install within **Thirty(30)** days from the date of PO/SO. Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.

If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part thereof shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (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 the materials.

For any part/partial supply, the total quantity should be completed within given delivery period. However, Part Billing is strictly prohibited.

The firm shall supply with proper packing and marking for transit so as to be received at destination free from any loss or damage.

22. INSPECTION OF SUPPLIES:

Inspection will be done by the duly constituted committee members nominated by Director, AIIMS Bhubaneswar and or his authorized representatives in AIIMS Bhubaneswar premises at designated place.

23. PAYMENTS TERMS:

100% payment of the total order value shall be released after the successful Installation of the ordered items against submission of the Installation Report & on furnishing of Performance Security & execution of Contract Agreement.

For processing the payment, the supplier has to submit three copies of Invoice along with receipted challan copy, Installation Report duly counter signed by the user department and other relevant papers like Lorry Receipts etc.

24. PERFORMANCE SECURITY DEPOSIT:

The successful Bidder will be liable to deposit 10% of value of the Contract / Purchase Order as Performance Security Deposit in favour of "AIIMS Bhubaneswar" by way of "Performance Bank Guarantee" or FDR (duly endorsed in favour of AIIMS Bhubaneswar) from a nationalized /Commercial Bank.

The Performance Security should be valid for 26 months, which is refundable after 2 months of expiry of the contract/warranty period of 02 (Two) years subject to successful fulfilment of terms and conditions and on receipt of requisite No Dues Certificate from the concerned Departments /authorities.

The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

25. DISPUTES AND ARBITRATION:

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhubaneswar for arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties. Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Bhubaneswar only

26. POWER TO IGNORE MINOR DEVIATION:

AIIMS, BBSR reserve the right to ignore any trivial nature of deviation in tender documents as decided by the Competent Authority while processing the tender. The Institute may also seek any clarification /

documents to substantiate the claim of the bidder at the later stage if felt necessary. However, the bidder cannot claim it as a matter of right and will be bound to comply the Terms & Conditions of the Tender without citing the ground of trivial deviation / seeking of the clarification/ documents in support of the cancellation of his/ her bid.

27. LAW GOVERNING THE CONTRACT AND JURISDICTION.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

28. Debarment from bidding

(i) A bidder shall be debarred if he has been convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

29. Applicable Law:

(i.) 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.

(ii.) Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhubaneswar, Odisha, India only.

(iii.) 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.

iv. Force Majeure: Any delay due to Force Majeure will be attributable to the supplier unless provided through precordial evidence.

30. OTHERS:

The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, AIIMS Bhubaneswar. If it is found that the firm has given sub- contract to another Agency, the contract shall

stand cancelled & the performance security deposit of such Bidder shall be forfeited by AIIMS Bhubaneswar.

The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency during the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/ Accessories/ Items at AIIMS Bhubaneswar.

Name, Signature & Seal of the Bidder

Chapter – III

Inviting of Sealed Tender(s) for Supply and Installation of SS Racking System at AIIMS, Bhubaneswar on urgency basis.

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

Sl No.	Details / Particulars	Submitted (Yes/No)	Page No
A	(To be Mentioned in the Letter head). 1. Name & Address of Tenderer with phone number, email-ID 2. Specify whether a Manufactures/authorised distributor or dealer or any authorised agencies to quote 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, Address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)		
C	Name, Address, Phone & Fax No. of Service Centre/Branch at Bhubaneswar or nearby, If any.		
D	PAN No. (enclose the attested copy of PAN Card)		
E	Signed copy of GST Certificate showing clearly GST no. of the firm		
F	Income Tax return for the last Three years.		
G	Annual Turn Over for last Three Financial Years (Duly signed by CA)		
H	Whether the Firm/Agency has signed each and every page of Tender / NIT		
I	ISI certified firm		
J	That we have not been debarred by any Government/Undertaking. Criminal Labilities Format attached at (Annexure-I)		
K	Brochure, Technical Literature etc. of the item quoted attached		
L	Bank Details: 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address:		
M	Any other information, if necessary		

Name, Signature & Seal of the Bidder

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 of the document(s) is/ are 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.

Name, Signature & Seal of the Bidder

Chapter – IV

TECHNICAL SPECIFICATIONS

SS Racking System

Sl No	DETAILED SPECIFICATIONS PER UNIT:	Compliance Yes /No	Remarks
1	The rack should have 4 (Four) shelves equally spaced, open on all 4 sides with slotted angles for height adjustment		
2	Size should be at least 1200 mm wide, height should be at least 1800 mm and depth should be at least 675 mm		
3	The rack (shelves and slotted angles) should be made of industrial grade, rust resistant material preferably stainless steel or galvanized steel		
4	The lowest shelf of the rack should be at least 50 mm above the floor		
5	The shelves should have thickness of at least 1.25 mm and should have minimum load bearing capacity of at least 60 Kg		
6	In case of any defect detected, the supplier should replace the whole rack free of charge		

Name, Signature & Seal of the Bidder

**Name of the Short Tender: Supply and Installation of SS Racking System at AIIMS,
Bhubaneswar.**

UNDERTAKING

(To be typed on the Letter Head of the Firm/ Company)

I.....S/o.....
Resident of
.....

do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of
M/s.
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against
the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/
company.
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has
never been blacklisted by any Government authority/ organisation.
4. I/We have not quoted the price higher than previously supplied to any Government Institute /
Organisation / reputed Private Organisation or DGS&D rate in recent past.
5. We undertake to attend/ rectify any problem/ malfunctioning of the equipment supplied by us
within its Warranty Period within a reasonable time and without any fail.

Name, Signature & Seal of the Bidder

Chapter-V- Financial Bid

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

Sn	Name of Items	Quantity	Rate Per Unit	GST% and amount (Rs)	Total Amount (Including GST) (Rs)
01.	Supply and Installation of SS Racking System as per specification	41 Nos			
(Rupees)					
	Make:				
	Model:				
	Manufacturer Name:				
	Certification of Equipment: (i.e. USFDA/CE/BIS/ISO/ISI etc)				

1. I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.
2. The above quoted rates are inclusive of packing & forwarding charges, insurance, freight and other incidental charges payable up to AIIMS Bhubaneswar site and cost involved for maintenance including spares & labour charges for 02 year warranty period. No other charges would be payable by the Institute.
3. That I/We shall supply the items strictly as per the specification and of requisite quality.
4. **Delivery** : within 30 days from the date of purchase order at AIIMS, Bhubaneswar.
5. **Warranty**: 02 (Two)years from the date of successful installation.
6. That I/We undertake that the information given in this tender are true and correct in all respect.

Name, Signature & Seal of the Bidder

Form of Performance guarantee / Bank guarantee bond

In consideration of the Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and (hereinafter called "the said Vendor(s)") for the supply, installation & commissioning of (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. (Rupees..... Only) on demand by the AIIMS Bhubaneswar.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.
8. This guarantee shall be valid up tounless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

Contract Form

(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

Contract Agreement for
Equipment Name (Make: _____ & Model: _____)

This agreement is made at Bhubaneswar on the _____ day _____ month of Two Thousand Twenty between **All India Institute of Medical Sciences(AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha)** (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. _____, having its registered office at _____ (hereinafter called the '**Vendor/Agency/OEM/ Authorized Dealers**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party.**

WHEREAS the 'Client' is desirous to engage the 'Vendor' for supplying and installation of (Make: _____ & Model: _____) on Short Notice Tender basis at AIIMS Bhubaneswar for which the 'Vendor' has accepted the terms and conditions as per the Tender document for execution and completion of supply and installation of (Make: _____ & Model: _____) as well as guarantee of such works and rectification of defects therein.

Terms & Conditions of the Contract Agreement:

- 1. Period of Contract Agreement:** The contract shall be for a period of 02 (Two) years from the date of satisfactory installation.
- 2.** The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (a) Notice Inviting Bid, Eligibility Criteria & Instruction to Bidders (NIB, ITB & Eligibility Criteria).
 - (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.
 - (g) Financial Bid amendment/corrigendum on technical specifications.
 - (h) All the correspondence till award of contract i.e. Notification of Award, Performance Bank Guarantee etc.
 - (i) Supply/Purchase Order
 - (j) Payment Terms: as per Terms & Conditions of the Tender Document
 - (k) Uptime Guarantee & Downtime Penalty Clause: as per Terms & Conditions of the Tender Document

3. Warranty/Guarantee of the Equipment:

- (a) The Item / Equipment will be with 24 (Twenty Four) months Onsite Warranty including Spare Parts & Labour etc for trouble free functioning and maintenance of the facility from the date of satisfactory installation absolutely at no extra cost to the institute.

4. Penalty & Recovery of Sums Due:

- (a) Upon receipt of notice from AIIMS, Bhubaneswar, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/Accessories or parts thereof, free of cost, at the ultimate destination. The Contract holder shall take over the replaced parts/accessories/stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/accessories/stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
- (b) If the Vendor, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, AIIMS, Bhubaneswar may proceed to take such remedial action(s) as deemed fit by the AIIMS, Bhubaneswar, at the risk and expense of the Vendor and without prejudice to other contractual rights and remedies, which AIIMS, Bhubaneswar may have against the Vendor.
The Vendor will be required to pay a penalty of Rs. 500/-(Rupees Five Hundred only) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the Vendor.
- (c) In case the Penalty Amount is not paid by the Vendor, then AIIMS, Bhubaneswar will recover the same from the Performance Security/ Bank Guarantee Deposit given by the Vendor.

5. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the vendor in the course of their performing the duties in connection with purchase order/supply order.

6. **Fall Clause:** If at any time during the Contract period, the Vendor/Manufacturer/Distributor/Dealer reduces sale price or sells or offers to sell such stores, as are covered under the contract to any person/Organization including the purchaser or any Department of Central Government of any Department of AIIMS, Bhubaneswar Hospital/PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency, If any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Supplier Agency is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.

7. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

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

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR shall be at liberty to terminate the contract.

9. Any complementary scheme offered by the Manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.

10. **Performance Security:** The Vendor/Agency/Authorized Dealer have to furnish Performance Security of Rs. (Rupees only) in shape of FDR/TDR/Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 62 months

i.e. Five years + Two months after completion of obligations under the contract.

- 11. Insolvency etc.:** In the event of the Vendor/Agency/Authorized Dealer being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Bhubaneswar shall have the power to terminate the contract without any prior notice.
- 12. Right to call upon information regarding status of contract:** The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.
- 13. Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.
- 14. Obligation of the Vendor:** The Vendor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Vendor shall keep AIIMS, Bhubaneswar fully indemnified against any liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- 15.** In addition to above, all other terms and conditions expressed and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from _____ Day _____ Month of _____
Two Thousand Twenty and shall be valid for Two Years.

IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhubaneswar in the presence of the witness:

For and on behalf of the 'Vendor /Firm/Authorized Dealer' Signature of the Authorized Official Name of the Official Seal of the 'Vendor/Firm/Agency/Authorized Dealer' Signed, sealed and delivered by the said official of Vendor holder in presence of	For and on behalf of the 'Director, AIIMS, Bhubaneswar' Signature of the Authorized Officer Name of the Officer Seal of the Authorized Officer Signed, sealed and delivered by the said officer in presence of
Witness: _____ Name: _____ Address: _____ _____ _____	Witness: _____ Name: _____ Address: _____ _____ _____

