

NOTICE INVITING TENDER

for

Supply & Installation

of

Patient Waiting Chairs 3 Seater

at

AIIMS, Bhubaneswar



File No : J-11014(010)/2015/S&P (002)

Issue Date : 16-01-2017

Last Date of Submission : 08-02-2017, 12.00 hr

Tender opening date (Technical bid): 08-02-2017, 03.00 PM

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

All India Institute of Medical Sciences, Bhubaneswar
“Supply & Installation of
Patient Waiting Chairs 3 Seater at 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 & Installation of Patient Waiting Chairs 3 Seater** at the Hospital. Interested tenderers are requested to quote their best offer along with the complete details of specifications, terms & conditions.

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 as “**Tender for Supply & Installation of Patient Waiting Chairs (3 Seater) at AIIMS, Bhubaneswar**” and should reach at office of “**The Administrative Officer, AIIMS, Sijua, Bhubaneswar (Odisha) - 751019**”, by on or before 12.00hr on 08-02-2017. 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.3,000.00** (Rupees Three 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 DD/BG drawn in favour of “**AIIMS, Bhubaneswar**” payable at Bhubaneswar and will be placed in **Cover-I** with technical bid. The Tender Documents are not transferable.

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

Terms & Conditions:

- 1. Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 1,00,000/- (Rupees One Lakh only) by way of Bank Guarantee only and Rs. 3,000/- as tender fees drawn in favour of the "AIIMS Bhubaneswar". (TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY AND TENDER FEES ALONGWITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED). The demand drafts shall be drawn in favour of "**All India Institute of Medical Sciences, Bhubaneswar**". The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid.

The EMD of the successful bidder shall be returned after the successful completion of contract / order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD shall be liable for rejection.

The firms who are registered with National Small Industries Corporation (NSIC) as Small Scale Industrial (SSI) are exempted from EMD Amount (Copy of registration must be provided along with).

- 2. Rate:** Rates should be quoted in Indian Rupees (INR) on F.O.R destination Basis i.e. at AIIMS, Bhubaneswar, Odisha, Inclusive of all the Charges, with break-ups as:
 - Basic Cost.
 - VAT /CST as applicable.
 - Total Cost (F.O.R at AIIMS Bhubaneswar).
- 3. 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 change his offer during the validity period, the bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender on mutual consent.

- 4. 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 components. Vendor would submit list of Consumables required for running the machine along with its cost. During the warranty and CMC period the supplier/ company 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 the account of this will have to be borne by the supplier.
- 5. Uptime guarantee:** The firm should provide uptime guarantee of 99% during warranty and CMC period, with acceptance of the penalty clause in case of failure of the equipment.

6. Downtime penalty Clause

During the comprehensive warranty period, the guarantee uptime of 99% of 365 days will be ensured. In case the down time exceeds the 1% 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, then 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.

7. FALL CLAUSE

If, at any time, during the said period, the supplier reduces the prices of such Stores/Equipment or sales such stores to any other person/organization/Institution at a price lower than the price charged, 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 the Administrative Officer, at the time of agreement.

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

8. Delivery & Installation: All the goods ordered shall be delivered & installed within 4 weeks from the date of issuing the purchase order. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier.

If the supplier fails to deliver of the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week or part thereof shall be levied subject to maximum of 10% of the total order value for the period from the stipulated date.

AIIMS Bhubaneswar authorities reserve the full rights to increase/decrease the quantity of items at the time of award of tender/concurrency period of this Rate Contract as per its actual requirement. The quantities mentioned below in this tender against each item are only indicative/tentative in nature. Any item or quantity mentioned herein are liable to be increased or decreased

9. Performance Security: The supplier shall be required to submit the performance security in the form of irrevocable Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) issued by any Nationalised Bank for an amount of which is equal to the 10% of the order value and should be kept valid for a period of 60 day beyond completion of all the contractual obligation including CMC period.

10. Payment Term:

- 70% payment of the total order value shall be released after successful installation & commissioning of the ordered goods against submission of the test report.
- Balance 30% of the order value shall be released after one month after successful functioning of the equipment basing upon the report of satisfaction functioning to be obtained from the user department.

11. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of document signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

12. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.

13. After due evaluation of the bid(s), The Institute may award the contract to the lowest evaluated responsive tenderer.

14. Conditional bid will be treated as unresponsive and it may be rejected.

15. The Institute reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

16. TENDER EVALUATION

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

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

Each bid to be submitted in separate sealed envelopes super-scribed as "Technical Bid" and "Price Bid" respectively. All these 2 envelopes along with envelope containing EMD should be put in another envelope marked as "**Tender for Supply & Installation of Patient Waiting Chairs 3 Seater for AIIMS, Bhubaneswar**" sealed with sealing wax.

TECHNICAL BID:

The firm should submit the technical bid in a sealed cover separately super-scribed "**Tender for Supply & Installation of Patient Waiting Chairs 3 Seater**" along with Name and address of the Bidder. Technical bid should contain:

- a. The name of items with specification and makes/brands of the items, name of manufacturer & address must be enclosed.
- b. Literature and catalogues in support of items quoted must be enclosed.
- c. Whether the items quoted is as per specification, if not the statement of deviation (Parameter wise) from the tender technical specification must be enclosed.

- d. Details about-
 - i. Past experience (in years).
 - ii. Spares & services after the sale of the equipment.
- e. Undertaking for providing CMC for 5 years after 5 years Warranty
- f. 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.
- g. Name, Address, Phone & Fax No. of Service Centre at Bhubaneswar or nearby. (within 60kms)

The Committee constituted for the purpose will technically evaluate the items on the basis of specification as per Annexure-I, make/brand quoted; literature enclosed, sample submitted wherever asked, the authority from manufacturer for the item etc. The tenders accepted technically will only be considered for price evaluation (price bid). Price should not be quoted with technical bid, otherwise the tender will be rejected without any correspondence.

FINANCIAL BID:

Financial Bid as prescribed in Annexure-III should be submitted in a separate sealed envelope super-scribing with the words **“Price Bid for Tender for Supply & Installation of Patient Waiting Chairs 3 Seater”** along with Name and address of the Bidder. The price should be as indicated under **clause -2** of the terms & conditions. 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 irrespective of its gradation in respect of lump sum prices quoted.

17. Applicable Law:

- The contract shall be governed by the laws and procedures established by Govt. 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 not be attributable to the supplier unless provided through recorded evidence.

(Signature of the Tenderer)

Seal.

Address.

Telephone No

Email Id.

Specification For Patient Waiting Chairs 3 Seater (Metallic SS Type)



This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below:

A-Physical Specification

1. Non-Magnetic SS perforated sheet seat and back shell made of high quality steel makes it strong and durable.
2. 1608mm (L) X 695 (H) X 555 (D).
3. Legs and Armrests are made of cold rolled steel and are chrome plated for long life. Armrest and legs are anti-rust and anti-scratch.

B. General Specifications

Note 1: The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored. The Bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the Patient Waiting Chairs 3 Seater Items and services offered in the tender fully conform to the Patient Waiting Chairs 3 Seater Items and services specified by the purchaser in the Tender Enquiry documents. For this purpose the Bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry documents to establish technical responsiveness of the Patient Waiting Chairs 3 Seater Items and services offered in its tender duly indicating relevant page numbers in the product literature.

Note 2 : All metal Structure would be treated by seven tanks process for Powder Coating Paint i.e. Digressing (1st Tank), Water Rinsing (2nd Tank), Dirusting By Acid (3rd Tank), Water rinsing (4th Tank), Phosphating (5th Tank), Water Rinsing (6th Tank), Passivation (7th Tank) respectively with non-electrolytic deep process to produce a protective oxide coating for smooth surface with matt finish anticorrosive automated powder Coating Paint of thickness 40-60 microns and over baked for high resistance to scratch, Chemical, thermal ad mechanical stress. Open ends of the steel pipes would be covered by Nylon caps and buffers.

Note 3: Wherever plywood are required BWR termite proof ISO 9000:14001 grade ISI marked hot pressed commercial ply of the desired thickness should be used.

Note 4: Wherever springs are required the suppliers should supply this furniture with Heavy Duty springs of desired thickness.

Note 5: The picture provided in the specification is for illustration purposes only and not to scale.

Note 6: Warranty:

Five Year on-site replacement Warranty as per Conditions of Contract of the Tender Enquiry document for complete Stores from the date of recording of acceptance of stores at site.

Note 7: After Sales Service:

After sales service should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly. The service should be provided directly by the supplier or his authorised agent whose details shall be provided to the purchaser/consignee within one month from the date of award of contract.

Note 8: WATCH AND WARD

The supplier shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over the works.

Note 9: LIST OF RECOMMENDED MAKES OR MATERIALS FURNITURE WORKS

S. No	Material	Approved Make
1.	Paint	ICI/Asian Paints/Berger/Jenson & Nicholson/Nerolac /Jotun, MRF
2.	Expansion Bolts	1. Hilti , 2. Fischer
3.	Glazing Sealant	1. Dow Corning 2. GE Sealant 3. Wacker
4.	Plastic Laminated Board/medium Density Fibre Board	1. Nuwad 2. Duratuff 3. Shirdi
5.	Resin based Adhesive	1. Fevicol 2. Vamicol
6.	Fire Retardant Paint	1. Navair 2. Viper
7.	SS/Chrome Coated Hardware	1. Earl Bihari Pvt. Ltd. (EBCO) 2. Dorset 3. Ar Kay.
8.	Aluminium Alloy Extruded section	1. Hindalco 2. Indalco 3. Jindal 4. Nalco
9.	Pivots, Handle bars etc.	Dorma, Dorset or equivalent in SS finish
10.	Brass/powder coated Hardware	Jarods, Palladium, Parmar, Earl Bihari, EBCO / as approved

Signature of the Tenderer)

Annexure - I (b)
QUALITY CONTROL REQUIREMENTS

(Proforma for Patient Waiting Chairs 3 Seater Items and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Bidder:

Note: All the following details shall relate to the manufacturer(s) for the Patient Waiting Chairs 3 Seater Items quoted for.

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of Patient Waiting Chairs 3 Seater Items quoted for
 - a. normal
 - b. maximum
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a type test
 - b BIS/ISO/BIFMA certification CE/FDA approved any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Date:

Signature and Seal of the Bidder

Annexure-II

Supply and installation of Patient Waiting Chairs 3 Seater at AIIMS, Bhubaneswar

TECHNICAL BID

S.No.	Details of the Firm/Bidder	Document Supplied (Yes/No)	If yes, provide reference page number
1	Name & Address of the Tenderer/ Concern		
2	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organisation		
3	Name and address of service centre at Bhubaneswar / in Odisha		
4	Whether the firm is a registered firm Yes/No (attached copy of certificate)		
5	Whether each page of NIT and its annexure have been signed and stamped		
6	Whether the firm has enclosed the Bank Guarantee /FDR/DD of Rs.1,00,000/- as Earnest Money Deposit. Rs 3,000/- as Tender Fees(DD Only), Please mention detail.		
7	PAN No. (enclose the attested copy of PAN Card)		
8	TIN No. with Proof		
9	Clearance on account of VAT		
10	Copies of authenticated Balance Sheet for the past three financial years enclosed		
11	please attach copy of last 3 year Return of Income Tax		
12	List of Major Customer may be given on a separate sheet and proof of previous satisfactory supply, if any		
13	Have you previously supplied these items to any government /reputed private organization? If yes, attach the relevant poof. <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&D rate in recent past. If you don't fulfil these criteria, your tender will be out rightly rejected</i>		
14	Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that no case is pending the police against the Proprietor / partner or the Company (Agency). Indicate any convictions in the against the Company/ firm / partner. Please also declare that proprietor/firm has never blacklisted by any organization		
15	Any other information important in the opinion of the tenderer		

(Signature of the Tenderer)

Annexure-III (a)

Financial Bid

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

Sl. No	Item No / Name	Quantity	Rate per Unit	Vat/Taxes etc	Total Amount Per Unit	
					In Figures	In Words
1.	<u>PATIENT WAITING CHAIRS 3 SEATER (Metallic SS Type)</u>	200 Nos.				

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.

(Signature of the Tenderer)

Seal.

Address.

Telephone No

Email Id.

Annexure – III (b)**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT PRICES SCHEDULE**

S. No.	Item No / Description	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.	Total Comprehensive Annual Maintenance Contract over a period of five years after expiry of warranty period of five years from the date of successful nstallation. (J = C+D+E+F+G)
A	B	C	D	E	F	G	J
1.	<u>PATIENT WAITING CHAIRS</u> <u>3 SEATER (Metallic SS Type)</u> Make: Model:						

- a) The rate of Comprehensive Annual Maintenance Contract as mentioned above should cover the Complete System. Complete System should include the basic unit and allied supporting components to be supplied by the bidder along with basic unit.
- b) Preventive maintenance visit: Four Maintenance visits at regular interval for usual maintenance & supervision failing which 25% of the contract amount per visit would be deducted as penalty.
- c) Break down maintenance visit: As & when required
- d) Response Time: within 24 Hours
- e) Uptime Guarantee: 99% of 365 days
- f) The above-mentioned charges should include labour charges for maintenance and breakdown visits per year, spares, accessories and all type of consumables required for the maintenance of the supplied items. If any spares / consumables / accessories etc. are not covered under above-mentioned charges; it should be clearly mentioned with frequency of replacement and with rate. The validity of rate of such items should also be mentioned clearly. What will be the rate of escalation on the quoted rate after expiry of the validity of rate of such item must be mentioned.
- g) Payment of Comprehensive Annual Maintenance Contract would be made on half yearly basis after completion of work and satisfactory working report. In no case, advance payment is to be considered.

(Signature of the Tenderer)

Seal.

Address.

Telephone No

Email Id.

MANUFACTURER'S AUTHORISATION FORM
(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

**The SPO
All India Institute of Medical Sciences,
Sijua, Patarpada,
Bhubaneswar – 751019 Odisha, India**

Dear Sir,

Tender No : _____

Equipment Name : _____

1. We _____ (name of the OEM) are the original manufacturers of the above equipment having registered office at _____ (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.

2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We also hereby undertake to provide full guarantee/warranty /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

For and on behalf of M/s. _____

Date: _____ (Name of manufacturers)

Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

(To be made Rs100.00 non judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

Contract Agreement No. :-

This agreement is made at **Bhubaneswar** on the _____ day of _____ 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) the **First Party.**

And

M/s _____, having its resided office at _____ (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) the **Second Party.**

Whereas AIIMS, Bhubaneswar is desirous that certain works should be executed, for **Patient waiting 3 seater Chair** hereinafter called the "The Work" and has accepted a Bid submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the rectification 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 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 contracts i.e. Notification of Award, Performance Bank Guarantee etc.
 - (j) Supply order
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 _____ **2014** from the date of commencement i.e. **2014** and rectifying 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 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

For and on behalf of
Director, AIIMS, Bhubaneswar

Signature of the
Authorized Official

Signature of the
Authorized Official

Name of the Contractor
Stamp / Seal of the Contractor

Name of the official
Stamp / Seal

SIGNED, SEALED AND DELIVERED

By the said

By the Said

On behalf of the Contractor in the
In the Presence of

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

Witness _____
Name _____
Address _____

Witness _____
Name _____
Address _____