



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL**  
Saket Nagar, Bhopal-462024 (Madhya Pradesh) India  
Website : [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in)

## **Rate Contract Tender for**

**Supply of three layer insulated polyethylene water  
storage tanks**

**At**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
BHOPAL**

<b>NIT NO.</b>	<b>:</b>	<b>EE(C) AIIMS BHOPAL</b>
<b>NIT ISSUE DATE</b>	<b>:</b>	<b>6<sup>TH</sup> April 2015</b>
<b>Date of submission of tender</b>	<b>:</b>	<b>28<sup>th</sup> April 2015</b>

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL**

**Saket Nagar, Bhopal-462024 (Madhya Pradesh) India**

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

**Tender No 2004 / AIIMS Bhopal/for Supply of three layer insulated polyethylene water storage tanks at AIIMS Bhopal /2015-2016/dated 10.01.2015**

**Schedule of Tender**

All India Institute of Medical Sciences (AIIMS), Bhopal, Madhya Pradesh, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed bids for Supply of three layer insulated polyethylene water storage tanks at AIIMS Bhopal. The estimated cost of the for supply of Water Storage Tanks is Rs.577500.00 You are requested to quote your best offer along with the complete details & specifications, terms & conditions.

<b>Sr. No.</b>	<b>Schedule</b>	<b>Particulars</b>
1	Cost of Tender Form	<b>Rs. 1050/- (One Thousand Fifty only.) Non Refundable inclusive of VAT@5% in the Form of DD</b> in favour of “ <b>Director, AIIMS Bhopal</b> ” from any Nationalized bank. Those who have downloaded the tender document from website must enclose above Tender Document cost DD in Technical Bid Envelope.
2	Last date for Sale of Tender Document	27 <sup>th</sup> April 2015
3	Date for submission of tender	28 <sup>th</sup> April 2015; 14.30 PM
4	Date for Opening of Technical Bid	28 <sup>th</sup> April 2015; 15.30 PM

**Executive Engineer (Civil)  
AIIMS Bhopal**

S. No.	Item Description	
01	Detailed Description and Term & Conditions of Tender Document may be seen and downloaded from AIIMS Bhopal website <a href="http://www.aiimsbhopal.edu.in">www.aiimsbhopal.edu.in</a> or may be obtained directly from the O/O SE Project Cell AIIMS Hospital Building, AIIMS Bhopal, Saket Nagar, Bhopal-462024 (MP) on any working day from 10.00 Hrs to 17.00 Hrs on payment of Tender Document Cost (Rate contract fee) of Rs.1050/-(Non Refundable) inclusive of VAT @5% in the form of DD, withdrawn from any Nationalized Bank in favour of “ <b>Director, AIIMS Bhopal</b> ”. Last date of submission of tenders is 28 <sup>th</sup> April 2015 (Up to 14.30 PM) in the Tender Box kept in the Project Cell AIIMS Hospital building AIIMS Bhopal. If tender document downloaded from the web site the DD of 1050/- fee be enclosed with the technical bid.	<b>Rs. 1050 Tender document cost</b>
02	Earnest Money for the Tender Document for supply of plastic Water Storage Tanks.	<b>Rs. 11550.00</b>

Sealed Tenders should be superscripted with Tender number and address to:-

**Executive Engineer All India Institute of Medical Sciences, Bhopal Saket Nagar, Bhopal Pin code 462020, Madhya Pradesh.**

The sealed Tenders should reach at the place mentioned above latest by 28<sup>th</sup> April, 2015 at 02:30 PM and Technical bid will be opened on same day at 03:30 PM in the Chamber, SE/ Executive Engineer (Civil), AIIMS Bhopal, Hospital building Saket Nager Bhopal in the presence of the bidder(s) or their authorized representative(s), who will be present at the scheduled date and time.

#### **Term & Conditions**

1. **Preparation and Submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate envelopes" For Supply of three layer insulated polyethylene water storage tanks” and "Financial Bid for Supply of three layer insulated polyethylene water storage tanks". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as “**Tender** for Supply of three layer insulated polyethylene water storage tanks”

**Documents comprising in 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: -

- I. Duly filled format of Technical Bid as per Annexure – “III”.
- II. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- III. The technical bid should be accompanied by Demand draft of Earnest Money Deposit and tender document fee if the same down loaded from

web site & Tender fee Rs 1050/- in DD form non-refundable in the name of Director AIIMS Bhopal.

- IV. Copy of Income Tax Return Acknowledgement for last Three years.
- V. Copy of PAN Card / Service Tax Registration/ Gumastha etc Bid not complying with this condition will be rejected.
- VI. Copy of Sales tax / VAT registration certificate.
- VII. The bidder must have adequate experience of supply plastic tanks 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.

**Documents comprising in Financial bid:**

1. Financial Bid Form [Annexure – “VI”] – Rate must be quoted as per format specified, on firms letter head failing which tender shall be summarily rejected.
2. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 11550/- (Rupees Eleven Thousand Five Hundred Fifty Only) by way of demand drafts only. The demand drafts shall be drawn in favour of “**Director All India Institute of Medical Sciences, Bhopal**”. The demand drafts for earnest money deposit & Tender fee DD must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.
  - a) Contractor shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Contractor fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
  - b) The tenders without Earnest Money Deposit will be summarily rejected. The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provided along with technical bid) Or otherwise the tender likely to be rejected.
  - c) The EMD, in case of unsuccessful Bidders shall be retained by the AIIMS, Bhopal till the finalization of the Contract. No interest will be payable by the AIIMS, Bhopal on the EMD.
3. **Cost of tender form:** Tender fee will be Non-refundable amount of Rs. 1050/- (Rupees One Thousand Fifty only) by way of demand drafts only. The demand drafts shall be drawn in favour of “**Director All India Institute of Medical Sciences, Bhopal**”. The demand drafts for cost of tender document must be enclosed in the envelope containing the technical bid. The bid without contract fee will be summarily rejected.
4. **Rate:** Rate should be quoted in Indian Rupees (INR) on DOOR Delivery Basis at any place AIIMS, Bhopal, and Madhya Pradesh, inclusive of all the Charges, with break-ups as:

- Basic Cost.
- Taxes (VAT/CST/Any Other).
- Total Cost (F.O.R. at AIIMS, Bhopal). The item will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.
- Rates be quoted inclusive of all Taxes etc.

**The rates quoted should be indicated in words as well as in figures, as per format specified in Annexure – “VI”. In case of any discrepancy, lower rates shall be considered as valid.**

**5. Opening of Rate Contract:** The Contractor is at liberty either himself or authorizes not more than one representative to be present at the opening of the tender. The representative attending on the opening of the opening of tender on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification. Late received bid will not be entertained. AIIMS, Bhopal does not accept any liability and responsibility for the bid in case the same are not properly sealed and marked and/or sent as above.

**6.Specification:** The Contractor must confirm in writing that the goods/material supplied by them shall be as per specification of goods mentioned in Annexure – IV and in case of any variation; the contract shall be liable for cancellation immediately. The Security cum Performance Guarantee will also be forfeited.

**7. Quality of goods:** The firm will be entirely responsible for quality of supplied goods/materials. The supplier should replace the rejected/ damaged water storage tanks within 10 days, failing which penalty will be imposed by the Institute.

**8. Contract Period:** The contract for supply of Supply of three layer insulated polyethylene water storage tanks will be initially for a period of **(01) one year** and can be continued / renewed for further (01) year at the tendered rates subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Bhopal and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

**9. Warranty / Guarantee:** Bidder must provide **seven (07) year** comprehensive on-site warranty and it will be started from the date of the satisfactory supply and put to use / commissioning, against the defect of any manufacturing, workmanship and poor quality of the tanks.

**10. Authority of person signing document:** - A person signing the Tender/Contract form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no Authority to do so, the AIIMS, Bhopal may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

**11. Supply of Materials** All the tanks shall be supplied within **30 days** from the date of issue of work order by the Institute. If the supplier fails to complete the supply on or before the stipulated date, then a penalty at the rate of 2% per week of the order value shall be levied subject to maximum of 10 % of the order value.

**12. Security Deposit:** The payment shall be released after the successful delivery of materials & receipt of the bill after deducting the TDS as per Income Tax rules and any other deductions as per Government rules entire work has to be completed with in the stipulated period. 100% payment will be released after supply of material in every

respect subject to submission of security deposit for **5% value** of the order in the name of the "**Director All India Institute of Medical Sciences, Bhopal**". The security deposit in the form of Deposit at call receipt of nay schedule bank/Banker's cheque/ Demand draft/ Pay order of any Schedule bank or Government Securities or Fixed Deposit Receipts or Guarantee bonds of any Schedule bank in accordance with the prescribed form valid for ONE YEAR. Otherwise only 95% payment will be released after supply complete in all respect and balance 5% payment / ( or performance guarantee if submitted ) will be released after 15 months after full satisfaction including period of defect liabilities 3 months after completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.. 5% Security deposit shall be deducted from each bill and shall be released after the full satisfaction of the AIIMS Authorities and after one year. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.

**13. Arbitration:** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Bhopal. The decision of the Arbitrator shall be final and binding on the both parties.

**14. Payment Term:** The Bill in triplicate may be send to this office for settlement after satisfactorily delivery of the goods. The bill should have full particulars of the items. No Payment shall be made in advance nor shall the loan from any or financial institutions be recommended on the basis of the order of award of work. Payment shall be made through Account Payee Cheque or Electronic Clearing System only and the charges shall be deducted from the bill.

The Contractor shall submit the bill only after successfully completion of the material supply to the satisfaction of the AIIMS, Bhopal. The case of issuing sanction and passing of bill for payment will be initiated on receipt of a pre-receipted invoice from the Contractor. No payment will be made for goods rejected.

- a. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- b. **Breach of Terms and Conditions:** In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Bhopal in that event the EMD shall also stands forfeited.

**15. Bidder shall submit a copy of the tender document and addendum/corrigendum thereto, if any, with each page be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the Contract document.**

**16.** After due evaluation of the bid(s) AIIMS, Bhopal will award the contract to the lowest evaluated responsive contractor/supplier. Conditional bid will be treated as unresponsive and will be rejected.

**17. Legal Jurisdiction:** Any disputes are subject to exclusive jurisdiction of competent

court and forum at Bhopal, Madhya Pradesh, India only.

- 18. Applicable Law:** The contract shall be governed by 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.
19. **Annual Turn Over:** -The contractor should give the details/certificate/orders/any other relevant documents showing the annual turn over 3lacs in last three year.
20. Contractor should submit a copy of the balance sheet of the 4 lacs, three financial years. (2013, 2014 & 2015)
- a. Copies of previous purchase order of supply of similar nature of participating each item wise with showing values of
1. Copy of single purchase/supply order value of Rs. 4.60 lacs  
OR  
Copy of two purchase/supply order value of rs. 3.95 lacs  
OR  
Copy of three purchase/supply order value of Rs 3.50 lacs.
21. Contractor should submit the copy of purchase orders so far received from other organizations Govt., / PSU etc..
22. Tenderer shall certify that “I hereby agree to all the terms, conditions & specifications of the given in the tender document”
23. The contractor shall execute the agreement on the prescribed format of the agreement form given as Annexure V.
24. **Interested Bidders are advised to visit AIIMS Bhopal websites [www.aiimsbhopal.eud.in/](http://www.aiimsbhopal.eud.in/) [www.aiimsbhopal.nic.in](http://www.aiimsbhopal.nic.in/) and for details of this Tender Document. The conditions of the contract may be changed up to one day before the closing sale of tender date.**

**Executive Engineer (Civil)  
AIIMS Bhopal**

**SCHEDULE 'F'**

**GENERAL RULES & DIRECTIONS:**

Officer inviting tender : **EE (Civil),Project Cell,AIIMS Bhopal.**

**Definitions**

1(v) Engineer-in-Charge : **EE (Civil),ProjectCell,AIIMS Bhopal.**

2(viii) Accepting Authority : **Director AIIMS Bhopal.**

3(x) Percentage on cost of materials and

Labour to cover all overheads and profits : **NA**

4(xi) Standard Schedule of Rates : **NA**

5(ii) Standard CPWD Contract Form : **GCC 2010, CPWD Form 7/8.**

Incorporating Amendments up  
to OM No. DGW/CON/254  
dated 06.10.2010

**Clause 1**

(i) Time allowed for submission of Security cum  
Performance Guarantee from the date

Of issue of letter of acceptance : **NA**

(ii) Maximum allowable extension beyond  
the period provided in (i) above : **NA**

**Clause 2**

Authority for fixing compensation under

clause 2 : **Director,AIIMS ,BHOPAL**

**Clause 2A**

Whether Clause 2A shall be applicable : **No**

Time allowed for execution of work :- **Director AIIMS Bhopal**

Authority to decide:



- (i) Extension of time ..... (Director AIIMS Bhopal of Major Component in case of Composite Contracts, as the case may be)

**Clause 10B(ii)**

Whether Clause 10 B (ii) shall be applicable :- No

PARTICULAR SPECIFICATION

&

SPECIAL CONDITIONS

1. GENERAL

Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders

2. **TERMS & CONDITIONS:** Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm/contractor. Offers not complying with such terms & conditions shall be ignored / rejected at the discretion of tendering Authority.

3. **PRESCRIBED FORMS:** Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. Telegraphic/Telex/Fax/ Email/ Letterhead/tenders will not be accepted and ignored straightaway.

4. **LATE/DELAYED TENDERS:** Tenders received after closing date and time prescribed in this enquiry shall NOT be accepted under any circumstances.

5. **TENDERERS ARE REQUESTED TO QUOTE THEIR RATES ON F.O.R DESTINATION BASIS** (Free delivery to the consignee's premises & place of work site.).

Handling of goods

6. It is the responsibility of the contractor/supplier for Material protection brought by him for the supply till handing over to AIIMS Bhopal against any damage during transportation & carrying out the supply the loading and unloading shall be carried out with utmost care. On receipt of materials at site, they shall be carefully examined to detect any damaged pieces. Arrangements shall be made for expeditious replacement of damaged pieces i.e. the contractor shall never use the damaged material if seen the same has to be removed and replaced without any extra cost.

7. A tender evaluation committee / purchase committee consisting of technical expert of any other Institutions shall examine the tender rates, analyse and compare the rates quoted by bidders and shall decide the tender.

**8. 10 CA,10 CC and other escalations clauses are not applicable.**

**9. No extra lead & lift shall be paid.**

**Annexure – III**

**Technical Bid**

(In Separate sealed cover-I super scribed “Technical Bid”)

1. Name of Firm/ Contractor/ Supplier	
2. Name of the owner(s) Partners (Attach detail of all Partners)	
3. Complete Address	
4. Telephone no.	
a. Residence	
b. Office	
c. Mobile	
4. Details of EMD DD No. Date, Amount, and Bank name	
5. Details of tender Fee DD No. Date, Amount, and Bank name	
6. Whether the firm/ agency is registered, attached copy of the certificate of registration	
7. Service Tax Number	
8. PAN Number	
9. VAT No. (enclose the	
10. Requisition of shop under Gumastha Act and licence for permission of that Kind of transaction of business.	
11. Signed copy of income tax return Of firm/company/supplier for last Three 3 financial years with profit And loss Account for 2012-13, 2013-14, 2014-15.	
12. attested copy of VAT Certificate)	

Date

Place

(Signature of the Bidder) Along with Stamp)

## Specifications

### Annexure IV

S.No	Item	Specifications
A	Material	Supply of three layer insulated polyethylene water storage tanks made from high quality material, durable polyethylene. Additional inlet/outlets can be fitted if required on tanks. Tanks be White colour tanks or as recommended by EE AIIMS Bhopal..
B	Quality of tanks	<ul style="list-style-type: none"><li>• Impermeable to roots of trees</li><li>• Rust proof and leak proof</li><li>• Hygienic and suitable for potable water</li><li>• Structurally strong Computerized design for excellent strength</li><li>• Non-porous and does not allow contamination of water kept in the tank</li><li>• Lightweight and easy to install / transport</li><li>• Durable and Cost effective.</li></ul>
C	Quality of tanks	<ul style="list-style-type: none"><li>• Uniform installation, continuous temperature control</li><li>• To ensure hygiene and clean interior, high quality material is bonded.</li><li>• In the insulated models polyurethane foam is added in the middle layer during manufacturing process for proper insulation</li></ul>
D	Make	<ul style="list-style-type: none"><li>• Sintex/Rotex/Fusion/Storex/Plasto/Polycon/Rotomac</li></ul>

**The scope of work includes supply of cylindrical vertical triple layered tank at AIIMS Bhopal Site with 7 years warranty.**

**Tanks should be manufactured and supplied conforming to BIS 12701-96 or latest Modifications**

a) I/We here by certify that firm will be supplying the item as per the specification given by institution and also abide all the terms & conditions stipulated in tender.

(Signature of the Bidder)  
Along with Stamp of  
Firm/Company

Date:

Place:

**Annexure – V**

**CERTIFICATE**

(To be submitted on letter head of the company/ firm)

1. I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account. That the Contractor / firm has no vigilance case/CBI/FEMA case pending against him.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

I also certify that firm will be supplied the item as per the specification given by institution and also abide all the terms & conditions stipulated in tender

Date:

Name:

Place:

Business Address:

Signature of Bidder:

Seal of the Bidder:

**Annexure-VI****Financial Bid**

S. No.	Name of Item	Quantity	Rate per Lits in Rs	Total price for one Tank	Total Amount In RS
1.	Supplying of <b>THREE</b> layer insulated polyethylene vertical water storage tanks with cover and suitable locking arrangement and making necessary holes for inlet outlet and over flow pipes but without fittingsetc.1000lits.Capacity(MakeSintex/Rotex/Fusion/Storex/Plasto/Polycon/Rotomac. Conforming to BIS 12701-96 or latest modifications having minimum weight of 33 kg with out lid.	10 Nos			
2.	Supplying of <b>THREE</b> layer insulated polyethylene vertical water storage tanks with cover and suitable locking arrangement and making necessary holes for inlet outlet and over flow pipes but without fittings etc. 1500 lits. Capacity (MakeSintex/Rotex/Fusion/Storex/Plasto/Polycon/Rotomac. Conforming to BIS 12701-96 or latest modifications having minimum weight of 47 kg with out lid.	10 Nos			
3.	Supplying of <b>THREE</b> layer insulated polyethylene vertical water storage tanks with cover and suitable locking arrangement and making necessary holes for inlet outlet and over flow pipes but without fittings etc. 3000 lits. Capacity (MakeSintex/Rotex/Fusion/Storex/Plasto/Polycon/Rotomac. Conforming to BIS 12701-96 or latest modifications having minimum weight of 96 kg with out lid.	10 Nos			
	Supplying of <b>THREE</b> layer insulated polyethylene vertical water storage tanks with cover and suitable locking arrangement and making necessary holes for inlet outlet and over flow pipes but without fittings etc. 5000 lits. Capacity (MakeSintex/Rotex/Fusion/Storex/Plasto/Polycon/Rotomac. Conforming to BIS 12701-96 or latest modifications having minimum weight of 180 kg with out lid.	10 Nos			

- a) I/We have gone through the term & conditions as stipulated in the tender and confirm to accept and abide the same.
- b) No other charges would be payable by the Institute.
- c) Certified that rates quoted above are as per specification terms & condition Mentioned in the tender.

- d) The rates are inclusive of all taxes & duties, service tax, VAT etc. what so ever as per details provided in tender document.
- e) Above rates are inclusive of transportation, insurance etc. what so ever.

(Signature of the Bidder)  
Along with Stamp of  
Firm/Company/supplier.

**TENDER NO. :NIT No1/EE/2014-15Rate Contract ForSupply of three layer insulated polyethylene water storage tanks AT AIIMS BHOPAL/EE(C)/ AIIMS/BPL/2015-16**

**Name of the party in whose** : \_\_\_\_\_  
**Favour the Tender form has** : \_\_\_\_\_  
**been issued** : \_\_\_\_\_

**To,**  
**The Executive Engineer (Civil),**  
**Project Cell,**  
**All India Institute of MedicalSciences ,**  
**Saket Nagar, Bhopal-462024**  
**Dear Sir,**

1. I/We hereby submit our tender for the afore said mentioned works.

2.I/WE now enclosing herewith the Bank D.D. No..... dated For **Rs 11550=00**

**(Eleven Thousand Five Hundred Fifty only.) drawn infavour of “Director AIIMS, BHOPAL” towards EMD/(TENDERS NOT ACCOMPANIED WITH EMD ALONGWITH THE TECHNICAL- BID SHALL BE SUMMARILY REJECTED).**

3. I/We hereby agree to all the terms and conditions, stipulated by the AIIMS, in this connection including delivery of materials.

4. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialled.

5. Tenders are duly signed (No thumb impression should be affixed).

6. I/We undertake to sign the contract/agreement within 5 days (Five days) from the date of receipt of the letter of acceptance, failing which our/my Earnest money deposited may be forfeited and our/my name may be removed from the list of contractors at the AIIMS Bhopal.

7. In case tender documents are downloaded from AIIMS Web Site by the firm then following certificates should also be signed by the tenderer – “Certified that we have downloaded the tender document from AIIMS Web Site and for any difference in contents from original document we shall be fully responsible and understand that rate contract awarded, if any, may be terminated by AIIMS on this account.

We agree to keep the tender open for Ninety (90) days from the due date of its opening/ninety days from the date of opening of financial bid in case tenders are invited on 2 envelop system (Strike out as the case may be) and not to make any modification in its terms and condition.



**NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC, HAS BEEN INDICATED IN THE TENDER FILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS AND CONDITIONS ARE AS PER REQUIREMENTS.**

**Yours faithfully**

**Signature of  
Tender(s) with full  
Address.**

**WITNESS** \_\_\_\_\_

**WITNESS** \_\_\_\_\_

## Contract Agreement Form

Annexure VIII

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

### DRAFT AGREEMENT FORMAT

This agreement is made at Bhopal on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Fourteen between \_\_\_\_\_ acting through Shri \_\_\_\_\_, \_\_\_\_\_, **All India Institute of Medical Sciences(AIIMS) Bhopal, Saket Nagar, Bhopal-462024 (MP)**(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 Part**.

#### **Second Part**

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part**.

WHEREAS the 'Client' is desirous to engage the 'Agency' for Supply of three layer insulated polyethylene water storage tanks at AIIMS Bhopal as per the terms and conditions stated below:-

1. The Registered Office or Branch Office of the Agency should preferably be located in the Bhopal City/Madhya Pradesh. The Agency should submit a proof of its office address.
2. The selected Agency services would be required to supply of three layer insulated polyethylene water storage tanks AIIMS Bhopal, Saket Nagar, Bhopal-462024 (MP) on all working days between 09.00 Hrs. to 17.30 Hrs. No separate charges for delivery of goods would be paid by AIIMS Bhopal..

3 **Security Deposit:** The payment shall be released after the successful delivery and installation of materials & receipt of the bill after deducting the TDS as per Income Tax rules and any other deductions as per Government rules entire work has to be completed with in the stipulated period. 100% payment will be released after supply and installation of material in every respect subject to submission of security deposit for 5% value of the order in the name of the "**Director All India Institute of Medical Sciences, Bhopal**". The security deposit in the form of Deposit at call receipt of nay schedule bank/Banker's cheque/ Demand draft/ Pay order of any Schedule bank or Government Securities or Fixed Deposit Receipts or Guarantee bonds of any Schedule bank in accordance with the prescribed form valid for ONE YEAR. Otherwise only 95% payment will be released after supply installation complete in all

respect and balance 5% payment / ( or performance guarantee if submitted ) will be released after 15 months after full satisfaction including period of defect liabilities 3 months after completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.. Payment shall be made through Account Payee Cheque or Electronic Clearing System only and the charges shall be deducted from the bill.

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.

4. Payment shall be made through Account Payee Cheque or Electronic Clearing System only and the charges shall be deducted from the bill.
5. Bills in triplicate for the items supplied by the selected Agency should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules and payment shall be released only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office. If any items are found to be defective, or not of the desired quality etc., the same shall be replaced by the selected Agency immediately for which no extra payment shall be made.
6. If the selected Agency fails to deliver the for Supply of three layer insulated polyethylene water storage tanks at AIIMS Bhopal or replace the defected/spurious items within the stipulated date & time, a penalty @ 2% per week of the order value / on a daily basis for delay @ Rs. 500/- (Five Hundred) on per day basis, subject to maximum of Rs. 1000/- per item as penalty and the actual shall be levied subject to maximum of 10% of value of the order.
7. The Agency shall be bound by the details furnished by them to the AIIMS Bhopal while submitting the tender. Upon selection of the Agency, if at any stage, the documents furnished by them is found to be false or the quality of the articles or rates are found of poor quality/ different specifications as mentioned in annexure IV of this tender document, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and performance security shall be stand forfeited.
8. The rate quoted by the selected Agency, and as approved by the AIIMS Bhopal, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained.
9. The selected Agency shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other agencies. If it is found that the firm has given sub-contract forSupply of three layer insulated polyethylene water storage

tanks AIIMS Bhopal on the basis of procurement/ supply order, the contract shall stand cancelled & the performance security shall stand forfeited.

10. AIIMS Bhopal shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the successful bidder in the course of their performing the duties to AIIMS Bhopal in connection with purchase order/supply order for Supply of three layer insulated polyethylene water storage tanks.
11. The Competent Authority of AIIMS Bhopal reserves the right to relax/withdraw any of the terms and conditions mentioned in the tender documents, if doing so is in the interest of the AIIMS Bhopal.

12 Rates quoted should be valid for 12 months from the date of opening of Technical Bid. It will be under discretion of the tenderer to increase duration of validity of rates after this period after receiving request from AIIMS Bhopal. The Rates quoted will remain the same for the extended period as may be mutually agreed by both the parties.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Fifteen and shall be valid for Twelve Months..

IN WITNESS WHEREOF 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 Bhopal in the presence of the witness:

<p>For and on behalf of the ‘<b>Agency</b>’</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the ‘<b>Agency</b>’</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said _____ Name</p> <p>on behalf of the ‘<b>Agency</b>’</p> <p>in presence of</p> <p>Witness: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>_____</p>	<p>For and on behalf of the “<b>Director, AIIMS Bhopal</b>”</p> <p>Signature of the authorized Officer</p> <p>Name of the Officer</p> <p>By the said _____ Name</p> <p>on behalf of the “<b>Director, AIIMS Bhopal</b>”</p> <p>in presence of</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p>
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**CHECK LIST FOR TERMS & CONDITIONS/DOCUMENTS**

(To be filled by the bidder and to be attached with the technical bid)

<b>Sr. No</b>	<b>Description</b>	<b>Attached at Page No.</b>
1	ost of tender form.	
2	Bid Security /EMD Amount deposited	
3	Details of Demand Draft/ Bank Guarantee ( Bank name/ amount/ date )	
4	VAT Registration Certificate/Gumasta license.	
4	Quotation being submitted directly by the manufacturer or authorized distributor	
6	In case of Authorized distributor authority letter from manufacturer / principle enclosed.	
7	Performance report/ List of organization(S) supplied with the same material	
8	Undertaking that I. The firm has not been black listed in the past by any government/private/ organization. II. The firm has no vigilance case / CBI / FEMA case pending against him. III. The firm is not supplying the same item at the lower rate quoted in the tender to any Govt. organization or any other institute.	
9	Literature / original Catalogue of the product attached.	
10	Compliance statement with relation to Tender specifications	
11	Quality Certification documents as per tender terms & Conditions/ Specifications. Please specify	
12	The bids pages are numbered _____from .....to. _____.	
13	Requisition of shop under Gumastha act from concerned Nagar Nigam.	
14	License for permission of kind of transaction of business from concerned authority.	

I /We have enclosed all the required documents at pages indicated above. In case above documents are not found enclosed, my/our quotation may be summarily rejected.

Signature & Seal of the bidder(s)

Details of the bidders:-

Name of the firm:-

Full Address for communication:

Phone No :-

Fax No :-

E- Mail Address :-

Name & Mobile No of person/ authorized

Signatory to be contacted for this tender:-

