



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

Rate Contract

For

Supply & Installation of HOSPITAL/ICU
Partition Curtains

At

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
BHOPAL**

NIT NO.	:EE(C) AIIMS BHOPAL
NIT ISSUE DATE	:	12TH September 2014
Pre Bid meeting	:	22nd September 2014
Date of submission of tender	:	30th September 2014

Estimated Cost : 5.80 Lakhs.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462024 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

Tender No..... AIIMS Bhopal/ for supply and installation of Hospital/ ICU Partition Curtains on Rate Contract basis at AIIMS Bhopal/4013/EE(C) /AIIMS BPL /2014-2015/dated **10.09.2014**

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 and installation of Hospital/ICU Partition Curtains on Rate Contract basis at AIIMS Bhopal. The estimated yearly cost of the ICU Partition Curtains is around Rs. 580000/- (Rupees Five lakh Eighty Thousand only). You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Sr. No.	Schedule	Particulars
1	Cost of Tender Form	Rs. 1050/- (One Thousand Fifty Only) Non Refundable inclusive of VAT@5% in the Form of DD in favour of “Director, AIIMS Bhopal” 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	29 th September 2014
3	Date for submission of tender	30 th September 2014; 14.00 Hrs
4	Date for Opening of Technical Bid	30 th September 2014; 15.30 Hrs
5	Bidders Conference	22nd September, 2014 at 11:00 A.M.

**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 www.aiimsbhopal.edu.in 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of Tender Document Cost (Rate contract fee) of Rs.1050/-(Non Refundable) inclusive of VAT @5% in the form of DD, withdrawn from any Nationalized Bank in favour of “ Director, AIIMS Bhopal ”). Last date of submission of tenders is 30 th September 2014 (Up to 14.00Hrs) 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.	Rs. 1050 Tender document cost
02	Earnest Money for the Tender Document for Supply & Installation of Hospital/ICU Partition Curtains	Rs. 10,000

Sealed Tenders should be superscripted with Rate Contract 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 30th September, 2014 at 02:00 PM and Technical bid will be opened on same day at 03:30 PM in the Chamber, 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 Rate Contract:** The Rate Contract 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 "Technical Bid for Supply & Installation of Hospital/ICU Partition Curtains" and "Financial Bid for Supply & Installation of Hospital/ICU Partition Curtains". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as “**Rate Contract for Supply & Installation of Hospital/ICU Partition Curtains**”

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 & RRC 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. Bid not complying with this condition will be rejected.
- VI. Copy of Sales tax / VAT registration certificate. Bid not complying with this condition will be rejected.
- VII. The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.

Documents comprising in Financial bid:

- I. 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. 10,000/- (Rupees Ten Thousand 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 & RRC 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 Rate Contract 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 provide along with technical bid)
- c) The EMD, in case of unsuccessful Bidders shall be retained by the AIIMS, Bhopal till the finalization of the Rate Contract. No interest will be payable by the AIIMS, Bhopal on the EMD.

3. Rate Contract Fee: Rate Contract fee will be Non-refundable amount of Rs. 1,050/- (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 Rate Contract fee must be enclosed in the envelope containing the technical bid. The bid without Rate contract fee will be summarily rejected.

4. **"PRE –BID Meeting" with the intending bidders shall be held on 22nd September, 2014 at 11:00 A.M. at AIIMS, Bhopal venue may be confirmed from EE (C) AIIMS BHOPAL on contact number 9826355881.**
5. The bidders are required to demonstrate the material sample of the items at the pre bid meeting at AIIMS Bhopal.
6. **Rate :** Rate should be quoted in Indian Rupees (INR) on DOOR Delivery Basis at any place AIIMS, Bhopal, 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 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.

6. **Taxes :** Any taxes if payable extra should be clearly mentioned otherwise no taxes charges will be paid.
7. **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 Rate Contract. The representative attending on the opening of the Rate Contract on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification. The late received bid will be ignored. Further, the 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.
8. **Specification:** The Contractor must confirm in writing that the goods supplied & installed by them shall be as per specification of goods mentioned in Annexure – VI and in case of any variation; the contract shall be liable to cancel immediately. The Security cum Performance Guarantee will also be forfeited.
9. **Quality of goods:** The firm will be entirely responsible for quality of supplied & installed goods/ materials. The supplier should replace the rejected/ damaged stores within 10 days, failing which penalty will be imposed by the Institute.
10. **Contract Period:** The contract for supply & installation of ICU Partition Curtains will be initially for a period of **(01) one year** and can be continued / renewed for further (01) year at a time maximum upto (3) three years 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.

11. Warranty / Guarantee: Bidder must provide **one (01) year** comprehensive on-site warranty 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. No offer of the vendor will be accepted without warranty/ guarantee of their supplied/ installed goods.

12. Authority of person signing document: - A person signing the Rate 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.

13. Installation: All the work shall be completed within **45 days** from the date of issue of work order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the supplier. If the supplier fails to complete the work 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.

14. 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 within 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.

15. 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.

16 Payment Term: The Bill in triplicate may be send to this office for settlement after satisfactorily delivery & Installation 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.

The Contractor shall submit the bill only after successfully Installation and commissioning of the material 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.

17 The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.

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

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

20 Legal Jurisdiction: Any disputes are subject to exclusive jurisdiction of competent court and forum in Bhopal, Madhya Pradesh, India only.

21 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.

22 Annual Turn Over :- The contractor should give the details/certificate/orders/any other relevant documents showing the annual turn over 15 lacs in last three year.

23 Contractor should submit the balance sheet of the last three financial years. (2012, 2013 & 2014)

24 Contractor should submit the purchase orders so far received from other organizations

Govt., PSU etc.

25. Tenderers are advised to see web site of AIIMS Bhopal regularly as modifications of the Terms & conditions / NIT shall be made only through web site at any time before the last date of receipt of the tender.
26. Tenderer shall certify that “I hereby agree to all the terms, conditions & specifications of the given in the tender document”
27. The contractor shall do the agreement on the prescribed format of the agreement form given as Annexure VIII.
28. **Interested Bidders are advised to visit AIIMS Bhopal websites www.aiimsbhopal.eud.in / www.aiimsbhopal.nic.in and for details of this Tender Document. The conditions of the contract may be changed up to the one day before the sale of tender date.**

**Executive Engineer (Civil)
AIIMS Bhopal**

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

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

Definitions

2(v) Engineer-in-Charge : **EE (Civil), Project Cell, AIIMS Bhopal.**

2(viii) Accepting Authority : **SE, Project Cell, AIIMS Bhopal.**

2(x) Percentage on cost of materials and

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

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

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

**Incorporating Amendments
upto 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 :- **Rate Contract**

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

Clause 11

Specifications to be followed for execution of work :-
Specification 2009,

CPWD

**Vol-I & II with
upto date
correction slips.
100%**

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/Quotations 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.).

6. **Inspection:** The inspection of the work execution and materials shall be carried out by authorized representative of AIIMS Bhopal Engineering unit at the work sites daily, the contractor's employees must comply the orders of that.

7. Handling and Stacking

Its contractor's responsibility for Material protection brought by him for the work against any damage during transportation & carrying out the works. 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.

8. If required / felt by AIIMS, a tender evaluation committee / purchase committee shall examine the tender rates, analyse and compare the rates quoted by bidders and shall decide the tender.

9. The Tendered rate be quoted in MKS units only.

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

11. Contractor shall confirm the presence of competent persons for the installation of material at site.
12. The ID proof of all the working persons shall be submitted by the contractor to the Engineer-in-Charge. If the contractor any time changes the staff he shall take the approval of the Engineer-in-Charge.
13. 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 No. Date, Amount, and Bank name	
5. Details of Rate Contract Fee 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 attested copy of VAT Certificate)	

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

Date:

Place:

Specifications

Annexure IV

S.No	Item	Specifications
1	Track Material	Made of Aluminium alloy (6063-T6), with corrosion resistance properties and Standard white powder coating
2.0	Track Size	(Approximate)
2.1	Gauge	1.7mm
2.2	Height	25 to 28 mm
2.3	Width	20 to 22mm
3	Runner type	Wheel Type Roller Runner
4	Runner material	Teflon with Stainless steel 202 Hook
5	Hooks	Stainless Steel 202
6	Bends	Tracks are bendable to a radius of 300 mm at 90 degree to cover the whole bed
7	Track height	As per site requirement
8	Track roof suspenders	Made of aluminium pipe of more than 12 mm diameter and the Upper Circular Plate made of aluminium with at least 50 mm diameter. These should be white powder Coated and fixed with the ceiling with anchors, bolts, screws etc.
9	Track wall supports	Aluminium white Powder coated
10	Tack bridge clamp	Aluminium white Powder coated
11	Curtain Removal Point	Made of SS for simple loading & unloading of curtains. (Also serves as an end hook Retainer.
12	Curtain Material	Polyester Blended
13.0	Standard Curtain Size:	
13.1	Height	At least 84 inch or more
13.2	Width	At least 46 inch or more
13.3	Mesh(Net) Size	At least 18 inch or more from top of the curtain and made of nylon

14.0	Curtains Type:	
14.1		Stain Retardant Cubicle Curtains
14.2		These Curtains should be of specially coated fabrics which do not allow any bacteria to hold on it.
14.3		These curtains should be wrinkle free and shrink proof with Anti odor And Anti fungal properties.
14.4		It should meet the international Antimicrobial Test JISL 1902/ISO 20743
14.5		These Curtains should have stain retardant qualities with water repellent Quality with rust proof SS grommets 6" on centers. Designs and colours should be approved by the user department.

a) I/We here by certify that firm will be supplying & intalling 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

Format of Financial Bid

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

S.No	Name of Item	Qty	Rate per Running Meter (Rs.)	Vat/ Taxes (Rs.)	Amount (Rs.)
1.	Supply & Installation of Hospital/ICU Partition Curtains complete in all respect	100 Running meter			
	Grand Total				

- 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) Measurement mentioned above is tentative, it may increase or decrease as per site requirement.

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

TENDER NO. No4013/EE(C)/AIIMS BPL/2014-15 Rate Contract For Supply & Installation of Hospital/ ICU Partition Curtains

AT AIIMS BHOPAL/EE(C)/ AIIMS/BPL/2014-15/Dated 10/09/2014

Subject Rate Contract for Supply & Installation of Hospital/ICU Partition Curtains
at AIIMS BHOPAL

Name of the party in whose : _____
Favour the Tender form has : _____
been issued : _____

To,
The Executive Engineer (Civil),
Project Cell,
All India Institute of Medical Sciences ,
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.....**

10000 /-(Rupees Ten thousand) drawn in favour of the“ 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 installation and execution of works etc.

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

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

6. I/We undertake to sign the contract/agreement, if required, 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 & Installation of Hospital/ICU Partitions Curtains for 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 & Installation of Hospital/ICU Partitions Curtains for AIIMS Bhopal, Saket Nagar, Bhopal-462024 (MP) on all working days between 09.00 Hrs. to 17.30 Hrs. No separate charges for delivery& installations 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 within 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/installed are to the entire satisfaction of this office & the Committee who inspected the items. 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 & Installation of ICU Partitions Curtains for AIIMS Bhopal or replace the defected/spurious items within the stipulated date & time, a penalty 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 cost paid to be an outside agency by the ALL India Institute of Medical Sciences (AIIMS) Bhopal, desired for Supply & Installation of ICU Partitions Curtains for AIIMS Bhopal shall be deducted from the firm's pending bills or Performance Security, as the case maybe.
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, 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 for Supply & Installation of ICU Partitions Curtains for 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 & Installation of Hospital/ ICU Partitions Curtains.
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 Fourteen 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 ‘Agency’</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the ‘Agency’</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said</p> <p>_____Name</p> <p>on behalf of the ‘Agency’</p>	<p>For and on behalf of the “Director, AIIMS Bhopal”</p> <p>Signature of the authorized Officer</p> <p>Name of the Officer</p> <p>By the said</p>
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<p>in presence of Witness: _____ Name : _____ Address: _____ _____</p>	<p>_____ Name on behalf of the “Director, AIIMS Bhopal” in presence of Witness: _____ Name: _____ Address: _____ _____</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)

Sr. No	Description	Attached at Page No.
1	Bid Security /EMD Amount deposited	
2	Details of Demand Draft/ Bank Guarantee (Bank name/ amount/ date)	
3	VAT Registration Certificate	
4	Quotation being submitted directly by the manufacturer or authorized distributor	
5	In case of Authorized distributor authority letter from manufacturer / principle enclosed.	
6	Performance report/ List of organization(S) supplied with the same material	
7	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. : - is signed	
8	Literature / original Catalogue of the product attached.	
9	Compliance statement with relation to Tender specifications	
10	Quality Certification documents as per tender terms & Conditions/ Specifications. Please specify	
11	The bids are numbered with pages from _____ to _____.	

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:-

