

Notice Inviting Tender

For

Supply & Fixing of Hostel Furniture

At

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



NIT No. : J-11014(022)/2015-16/S&P

NIT Issue Date : 02-02-2017

Last Date of Submission : 28-02-2017 at 12.00 PM.

Tender opening date (Technical bid) : 28-02-2017at 3.00PM

All India Institute of Medical Sciences, Bhubaneswar

Website: www.aiimsbhubaneswar.edu.in

Signature of Tenderer & Seal

Chapter I- Instruction to bidders

Notice Inviting Tender

All India Institute of Medical Sciences, Bhubaneswar, Odisha, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed Tenders from Manufacturer or their authorised dealers for supply & installation of the following item(s) at the institute. Intending Tenderers are requested to quote their best offer along with the complete detail of specifications, terms & conditions.

Schedule – A

S.No.	Item Description	Quantity	EMD Amount
1	Hostel Bed with Mattress	240 (Two Hundred Forty Only)-Bed 270 (Two Hundred Forty Only)- Mattress	₹ 2,00,000/-

Schedule – B

1	Table	270 ((Two Hundred Seventy Only)	₹ 1,20,000/-
2	Chair with armrest	320 (Three Hundred Twenty Only)	

1. Interested parties may send their tender in sealed cover addressed to the Administrative Officer, All India Institute of Medical Sciences, Bhubaneswar superscripted with tender number and complete in all respects latest by 28-02-2017 **up to 12:00 pm**. The Tender (Technical Bid) will be opened on the same day at 03:00 PM in the Board Room, Academic Block, All India Institute of Medical Sciences, Bhubaneswar. The tenders received after the scheduled date and time will be rejected out rightly.
2. The tender is in two- bid system i.e. Technical Bid & Financial Bid. The technical bid will be opened on the designated date by the Purchase Committee. The Name of the technically qualified bidders shall be hoisted in the website of AIIMS, Bhubaneswar. No paper publication shall, however be made for this.
3. The technical bid and the financial bid should be sealed by the bidder in separate covers superscripted "**Technical bid for Supply & Fixing of Hostel Furniture**" and "**Financial Bid for Supply & Fixing of Hostel Furniture**". Both Sealed Envelopes should be kept in a main/ bigger envelope superscripted as "**Tender for Supply & Fixing of Hostel Furniture**". The 'Technical Bid' will be evaluated and 'Financial Bid' of only those firms who are found eligible in 'Technical Bid' will be opened in due course and the eligible firms would be intimated there of accordingly through the website of AIIMS, Bhubaneswar.

Signature of Tenderer & Seal

4.

Schedule of Tender

Issue Date	:	<u>Dt. 02-02-2017</u>
Last date and time of receipt of tender	:	28-02-2017 at 12:00 PM
Amount of Earnest Money Deposit (EMD)	:	1. Rs. 2,00,000/- (Rupees Two Lakh Only) for Schedule – A 2. Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand only) for Schedule – B
Tender Fee (non refundable)	:	₹ 3,000/- (Rupees Three Thousand only)
Date & time of opening of tender	:	28-02-2017 at 03:00 PM
Venue	:	All India Institute of Medical Sciences Bhubaneswar - 751019

Earnest Money Deposit: The bidder shall be required to submit the Earnest Money Deposit (EMD) as per Para no.04 Chapter-I of NIT in shape of FDR/BG only and ₹ 3,000/- as tender fees drawn in favour of the “AIIMS Bhubaneswar” in shape of Demand Drafts only payable at Bhubaneswar. (TENDERS NOT ACCOMPANIED WITH EMD AND TENDER FEES ALONGWITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED).

The EMD of the successful bidder shall be returned after the successful completion of contract / order and it would be returned after award of the contract in respect of unsuccessful bidder(s). No claim shall lie against the Government/AIIMS, Bhubaneswar in respect of erosion in the value or interest on the amount earnest money deposit or security deposit. Bid(s) received without demand drafts of EMD shall be liable for rejection.

(i) The firms those are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (Copy of registration must be provided along with the Technical Bid documents).

(ii) The original documents of their bidders qualified in the Technical Bid shall be subject to verification at the appointed date & time.

(iii) Tender document may be downloaded from this Institute's official website "<http://www.aiimsbhubaneswar.edu.in>" and the tenderer shall have to submit EMD as **Schedule-A & Schedule-B of Chapter-I of NIT** as above and towards tender fee **₹ 3,000/-** along with tender Document (Technical Bid). **The tenders submitted without tender fee or without EMD shall be liable to be rejected summarily.** The cost of the bid document is non-refundable.

Administrative Officer
AIIMS, Bhubaneswar

Signature of Tenderer & Seal

Chapter-II- Conditions of Contract

General Terms and Conditions

Subject: - Notice Inviting Tender for Supply of Hostel Furniture for All India Institute of Medical Sciences, Bhubaneswar

1. Earnest Money Deposit :

Earnest money shall be required to submit in way of FDR/BG only **as per para no.04 Chapter-I of NIT** for ₹ 2,00,000/- (Rupees Two lakh only) for schedule – A and Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand Only) for Schedule-B may be enclosed with the Tender (Technical Bid). It is also clarified that the Tenders received without earnest money will be summarily rejected.

a)No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS, Bhubaneswar in respect of any previous work will be entertained.

b)The Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

c)Tenders without Earnest Money or Tender fee will be summarily rejected.

d)No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

2. 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 covers Super subscribed on "**Technical Bid for Supply of Hostel Furniture**" and "**Financial Bid for Supply of Hostel Furniture**". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "**Tender for Supply of Hostel Furniture**"

Signature of Tenderer & Seal

3. Signing of Tender :

The individual signing the tender or other documents connected with contract must specify whether he sign as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor ;
- (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

N.B.

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
- (3) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Bhubaneswar may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) **The tenderer should sign and affix his firm's seal each page of the tender and all its annexure as the acceptance of the offer made by tenderer.** NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS TENDER DOCUMENT.

Signature of Tenderer & Seal

4. Opening of Tender:

The tenderer is at liberty to remain present either by himself or authorize not more than one representative to be present at the time of opening of the tender. The representative present at the time of opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification

5. Validity of the bids:

The bids shall be valid for a period of 180 day from the date of opening of the tender.

6. Right of acceptance:

AllIMS, Bhubaneswar reserve the right to accept or reject any or all tenders without assigning any reason there to and also does not bind itself to accept the lowest tender. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's tender and therefore shall be liable for rejection. The decision of the Institute in this regard shall be final & binding.

7. Performance Security:

(a) The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar". The security deposit can be forfeited by 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 60 days after completion of contractor's performance obligations (including warranty period) under the contract.

(b) The Tenderer shall have to execute a Contract Agreement with AllIMS, Bhubaneswar while accepting the Supply order.

8. Delivery & Installation :

All the goods ordered shall be delivered within 4 (Four) week from the date of issue of Supply order. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. Satisfactory installation / commissioning and handover of the Hostel Furniture will be completed within two weeks from the date of receipt of the Hostel Furniture at the AllIMS, Bhubaneswar premises. The delivery shall be FOR, AllIMS, Bhubaneswar

Signature of Tenderer & Seal

9. Inspecting, Testing and Quality control

The Sample of the goods is to be submitted by the L-1 bidder within 15 days from the date of issue of letter/intimation for verification and approval, The sample will be as per our Tender Specification and will be kept by this office till finalisation of Tender.

10. Guarantee / Warranty:

- The on-site replacement warranty shall remain for a period of 36 Months from the date of recording of acceptance of goods at site.
- During warranty period, the supplier is required to visit AIIMS, Bhubaneswar site at least once in 6 months commencing from the date of delivery of the goods for preventive maintenance of the goods.
- If the supplier having been notified, fails to respond to take action to replace the defect(s) within 10 days the purchaser may proceed to take remedial action(s) as deemed fit.

11. Liquidated Damages

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof exceeding 03 days, the date of supply order and date of delivery being excluded for delayed supply. Once maximum 10% of value of delayed supply is reached, Purchaser may also consider termination of the tender at any time after the allowable period of 4 week for supply of the materials.

12. FORCE MAJEURE :

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

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Bhubaneswar may terminate the contract. The force majeure shall be available and on providing sufficient proof / Evidence.

13. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether

Signature of Tenderer & Seal

voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Bhubaneswar shall have the power to terminate the contract without any prior notice.

14. 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 cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Bhubaneswar. In that event the performance security shall also stands forfeited.

15 Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Bhubaneswar, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

16. Right to call upon information regarding status of work:

The AIIMS, Bhubaneswar will have the right to call upon information regarding status of work/ job at any point of time.

17. Terms of payment:

- 70% payment of the total order value shall be released after the successful installation of the ordered goods against the submission of the satisfactory installation. Rest 30% shall be payable after completion of 30 days from the date of Installation based on the report of satisfactory functioning.

18. Arbitration:

If any difference arises concerning this agreement, its interpretation or payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitrator to be appointed by the AIIMS, Bhubaneswar. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

19. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations hereunder shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.

Administrative Officer
AIIMS, Bhubaneswar

Signature of Tenderer & Seal

Chapter III - Specifications and allied Technical Details

Parameters and Technical Specifications for Executing the Work:

1. The participant manufacture/companies having own manufacturing units or their authorized dealer can only participate. Proof of manufacturing is to be attached. Authorised official of AIIMS Bhubaneswar may also visit and inspect the manufacture set up as deemed fit.
2. Company /manufacturer/firm must have branch office within Bhubaneswar. Provide address details. Copy of Shop and establishment Act registration certificate may be enclosed as proof of Establishment.
3. Manufacturer should be a member of BIFMA International (Business and Institutional Furniture Manufacturers Association). Please enclose certificate of Manufacturer Company. This certificate is required to ensure the reliability, functionality and superior design standard of the furniture and safety of the user ensuring that the products are hazard free. Dealers participating should enclosed certificates from their parent manufacturer company.
4. Manufacturer should be ISO 9001:2008 / ISO 14001:2004, / OHSAS 18001:2007 certificate. Dealers participating should enclose certificate from their parent manufacturer company.
5. The firm should be registered and should have the turnover of ₹50 lakh (Rupees Fifty Lakhe only) in the last three consecutive financial years.
6. The tenderer should have satisfactorily completed in his own name at least one contract of similar nature i.e furniture items of minimum value of Rs.5.00 Lakh (Rupees Five Lakh Only) for Schedule –A and Rs.2.00 Lakh (Rupees Two Lakh Only) for Schedule-B during the last 03 years prior to the submission of bid. Copy of supply orders may be furnished.
7. The firm has to submit a proof of turnover as mentioned above supported by attested documentary materials.
8. The delivery of the items will have to be made at AIIMS, Bhubaneswar. No transportation/ carriage charges will be provided for the same.
9. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.

Administrative Officer,
AIIMS, Bhubaneswar.

Signature of Tenderer & Seal

Chapter - IV

TENDER FORM - 1 - TECHNICAL BID

(Tenderer may use separate sheet wherever required)

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.	Details of the Earnest Money Deposit (EMD) Rs.2,00,000/- (Rupees Two lakh only) for schedule –A and Rs.120,000/- (Rupees One Lakh Twenty Thousand Only) for Schedule-B, FDR/BG No. /dt.		
5.	Details of the Tender Fee worth Rs.3,000/- (Rupees Three thousand only) Non refundable (DD No. _, dt. _)		
6.	Whether each page of NIT and its annexure have been signed and stamped		
7.	Manufacturer should be a member of BIFMA International (Business and Institutional Furniture Manufacturers Association). Please enclose certificate of Manufacturer Company. Dealers participating should enclosed certificates from their parent manufacturer company.		
8.	Whether Bidders have quoted for items mentioned in Chapter V		
9.	List of Major Customer may be given on a separate sheet and proof of previous satisfactory supply, if any		
10.	Proof of the last three year's turnover of the firm which should not be less than of ₹ 50 Lakhs (Rupees Fifty Lakh only) in the last three consecutive financial years.		
11.	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>		
12.	Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that no case is pending the police / criminal court against the Proprietor / partner or the Company (Agency). also Indicate any convictions if any against the Company/ firm / partner. Please also declare that proprietor/firm has never been blacklisted by any organization.		

Signature of Tenderer & Seal

12.	Permanent Account Number (PAN)		
13.	TIN No. with Proof		
14.	Copies of authenticated Balance Sheet & P&L Account for the past three (2013-14,14-15,15-16) financial years enclosed.		
15.	Clearance on account of VAT		
16.	Any other information important in the opinion of the tenderer		

Note:

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

Date:

Place:

(Signature of the bidder with seal)

Undertaking

1. That I/we have carefully studied all the terms & conditions of NIT and shall be abided by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We accept the responsibility for the same.

(Signature of the bidder with seal)

Date:

Place:

Signature of Tenderer & Seal

Chapter-V- Financial Bid

Format for Financial Bid

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

S.No.	Item Description	Quantity	Unit Price	Vat/ All Taxes	Total Unit Price with all taxes
Schedule – A					
1	Hostel Bed with Mattress (as per specification at Chapter – VI)	240- Bed With Mattress			
2	Mattress	30 Mattress			
Schedule – B					
1	Table	270			
2	Chair with Arm Rest	320			

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and to be abide by the same.
2. No other charges would be payable by the Institute.
3. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "Not Applicable".
4. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored

Signature of the bidder with seal

Signature of Tenderer & Seal

Chapter - VI

TECHNICAL SPECIFICATIONS

Schedule -A

Hostel Bed With Mattress

Sample:



This is a strong bed cot to be used by the students of AIIMS Bhubaneswar in hostels etc of approximately 6'3" X 3'. The specifications are as follows :

Bed surface Dimension Width – 920mm, Length – 1900mm, Height – 450mm

Bed structure consists of metal frames made of Powder coated MS rectangular pipe 1.5mm thickness of 75mmX50mm

Height of head end from floor 800mm, W 100mm, Foot end height from floor 550mm made of 35mm board, laminated with 1.5mm thickness total edge binding with hot glued beading of matching colour. Bed fitted with polypropylene grommets. Bed made of 12mm ply wood screwed on frame reinforcement on 2 sections of rectangular pipe 16 SWG 25mmX25mm by welding.

Under storage one single drawer unit side opening half length only on 4 castors made of 12 mm ply board with matching ratex paint or half bed box with side hinged lifting cover.

4 inch thick coir mattress with pilled foam quilting on one side of 12 mm thickness.

Having sandwich construction with round corners and coir thickness 15mm & Hilton sheet thickness of 60mm.

Material of bed should be made in partical board

All metal parts should be powder coated.

Signature of Tenderer & Seal

Schedule - B

No. -01 : TABLE

Size : 1199mm (L) x 590mm (D) x 735 mm(H)



Box: 0.8 MM CRC Sheet

Frame (Tubular): 1" Dia meter

Thickness: 16 Gauge Table Top: 25MM pre laminated particle board with 2mm edge bending tape.

Coating : Powder coated

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No. -02 : CHAIR WITH ARMREST



The seat and back are made up of 1.2 cm thick hot pressed plywood, upholstered with fabric and moulded Polyurethane foam with PVC lipping all around. The back foam is designed with contoured lumbar support for extra comfort. Mid back Chair 49.0 cm.(W) x 47.0 cm.(H) SEAT SIZE: 49.0 cm.(W) x 44.0 cm.(D) The polyurethane foam is moulded with density = 45 +/-2 kg/m³ and Hardness = 20 +/- 2 on Hampden machine at 25% compression. The one-piece armrests made of black integral skin polyurethane with 50-70 Shore 'A' Hardness and reinforced with M.S. insert. The armrests are scratch And weather resistant. The armrests are fitted to the seat with seat/armrest connecting strip assembly made of 0.5 cm. thk. HR. steel. The tubular frame is cantilever type & made of Dia. 2.54 cm.(1")x 14 BG M.S. E.R.W. tube and black powder coated

Signature of Tenderer & Seal

Chapter - VII

CONTRACT AGREEMENT

Contract Agreement No. :-

This agreement is made at **Bhubaneswar** on _____ 2015 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) as the **First Party.**

AND

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

Whereas AIIMS, Bhubaneswar is desirous that certain works should be executed, for Supplying and Installing _____ 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 remedying 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 Tender, Instruction to Bidders & Eligibility Criteria (NIT, 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.
 - (i) Supply order
 - (j) Payment Term : as per Terms & Condition of the Tender document clause No.10
 - (K) Uptime guarantee & Downtime penalty Clause :as per Terms & Condition of the Tender document clause No.06
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

Signature of Tenderer & Seal

complete the Work by _____ from the date of commencement i.e. _____ and remedying 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

For and on behalf of

the Contractor

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
presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Signature of Tenderer & Seal

DRAFT PERFORMANCE SECURITY BOND FORM

1. In consideration of All India Institute of Medical Sciences, Bhubaneswar (here in after called the AIIMS, Bhubaneswar) having agreed to exempt _____ (here in after called the said contractor(S) from the demand of security deposit/earnest money of ₹ _____ on production of Bank Guarantee for ₹____ For the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the Bank) _____ (herein after referred to as “the Bank”) at the request of _____ Contractor’s do hereby undertake to pay the AIIMS, Bhubaneswar an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the AIIMS, Bhubaneswar reason of any breach by the said contractors of any of the terms & conditions contained in the said agreement.

2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the AIIMS, Bhubaneswar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the AIIMS, Bhubaneswar reason of breach by the said contractors of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the AIIMS, Bhubanewar in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____.

3. We undertake to pay to the AIIMS, Bhubaneswar any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

Signature of Tenderer & Seal

4. We(Name of the bank)_____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **one year** from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the AIIMS, Bhubaneswar, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till AIIMS, Bhubaneswar certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.
5. We (name of the bank) further agree with the AIIMS, Bhubaneswar that the AIIMS, Bhubaneswar shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the AIIMS, Bhubaneswar against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the AIIMS, Bhubaneswar or any indulgence by the AIIMS, Bhubaneswar to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by AIIMS, Bhubaneswar.

Dated: _____

For

_____ (Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

Signature of Tenderer & Seal
