

Tender For
“SUPPLY OF OXYGEN MANIFOLD SYSTEM”
At
ROURKELA GOVERNMENT HOSPITAL,
ROURKELA

Tender Enquiry No.	445/27.04.2018/NHM_RGH
NIT Issue Date	28.04.2018
Pre Bid Meeting	05.05.2018 AT 11:00AM RGH, Rourkela
Last Date of Submission	26.05.2018 AT 05:00 PM
EMD	₹ 20,000/-
Tender Cost	₹ 2,100/-



Rourkela Govt. Hospital, Rourkela
Tele: 0661-2400039/2400161,
Email: cmo.rgh.rourkela@gmail.com
Govt. Portal: www.sundargarh.nic.in

M. Choudhary

TENDER DOCUMENT

“SUPPLY OF OXYGEN MANIFOLD SYSTEM AT ROURKELA GOVT. HOSPITAL, ROURKELA”

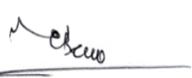
Tenders in sealed cover are invited under two-bid system from reputed and experienced vendors on behalf of the Director, Rourkela Govt. Hospital, Rourkela for Supply/Installation of Oxygen Manifold System.

S. No.	Name of the Items required to be purchased	Quantity
1	Oxygen Manifold System	01 Unit

The interested vendors are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “Tender for Providing battery operated transporting Vehicles in RGH, Rourkela” and should reach at the office of “The Director, RGH, Rourkela, before 05:00 PM on or before 26.05.2018. The technical bids shall be opened on 08.06.2018 at 11:00 hrs at Rourkela Govt. Hospital, Rourkela. In the event of any of the above mentioned date being declared as a holiday/closed day, the tenders will be opened on the next working day at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website www.sundargarh.nic.in. Those who download the tender document from the website should enclose an additional DD/Pay Order for ₹ 2100/- (Rupees Two Thousand One Hundred only)(non- refundable) in favour of “Rourkela Govt. Hospital Society”, payable at Rourkela, along with their tender bid in the Cover-I “Technical Bid” and the bid security (EMD) of ₹ 20,000/- (Rupees Twenty thousand only) should be paid by Demand Draft/FD/BG in favour of “Rourkela Govt. Hospital Society, Rourkela” payable at Rourkela. The Tender Enquiry Documents are not transferable.

Any future clarification and/or corrigendum(s) shall be communicated through Director, RGH, Rourkela website: www.sundargarh.nic.in.



Chapter - I Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING

(Tenderer may use separate sheet wherever required)

(In separate sealed Cover-I super scribed as “Technical Bid”)

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number
1.	Name & Address of Tenderer with phone number, email, name and telephone/mobile	Mention in Letter head		
2.	Specify you are Company / Proprietorship / Partnership firm	Mention in Letter head		
3.	Specify your firm / company is a authorised dealer / distributor / Agency	Mention in Letter head		
4.	Name, Address & designation of the authorized person for signing the bid documents. (Authorization Letter)	Mention in Letter head		
5.	Tenderer must provide evidence of having supplied government organization / reputed private organizations in India similar nature of items in the last three years.	<ul style="list-style-type: none"> • Copy of the all the Supply orders. • Satisfaction certificates (along with contact details) from any government / reputed private organizations 		
6.	The Average annual turnover of the bidder in the last three financial years should not be less than ₹ 50,00,000/-	Copies of authenticated balance sheet for the past three financial years		
7.	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.	Undertaking authorization letter		
8.	Permanent Account Number	Copy of the PAN Card		
9.	Please attach copy of last three years of Income Tax Return			
10.	GST Certificate	Copy of Certificate		
11.	Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped	Please sign each page of terms & conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.		

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S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number
12.	Please submit a notarized affidavit on Indian Non judicial stamp paper of ₹ 100/- that no case is pending with the police against the Proprietor / firm / partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.			
14.	Details of the FDR/DD/BG of bid security (EMD) ₹ 20,000/-	FDR/DD/BG No: Date: Payable at:		
15.	Detail of cost of Tender for ₹ 2,100/- (downloaded from website)	DD/Pay Order No. Date: Payable at-		

Note:

- i. 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.
- ii. In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

M. S. Rao

Price Bid Oxygen Manifold System

Sl. No	Description of Items	Approximate Qty/No	Unit Price including Tax	Total Price including Tax
1	Gas Outlet {Terminal Units} 1. Oxygen	79		
	2. Nitrous Oxide	5		
	3. Vacuum	44		
	4. AIR	44		
2	Copper tubes, fitting & fixture-28mm 0.9mm	70		
	22mm 0.9mm / Meter	200		
	15mm 0.9mm/ Meter	1250		
	10mm 0.9mm/ Meter	220		
3	ZONAL ISOLATION VALVES (FOR OXYGEN, NITROUS, AIR, VACCUM)	2		
	22mm	2		
	15mm	27		
4	Medical Gas Alarm Systems (4Gas)	1		
5	Medical Gas Alarm Systems (3Gas)	3		
6	AIR Filter (22mm)	1		
7	Oxygen Manifold 4 X 4	1		
8	Nitrous Manifold 2 X 2	1		
9	Emergency Manifold For oxygen & Nitrous	2		
10	Vacuum Systems -Ingersoll Rand	1		
11	Compressed Air Systems -Ingersoll Rand	1		
12	Fully Automatic Control Panel	1		
13	Necessary Accessory Good quality suction jar with vacuum regulator complete with overflow protection	44		
14	Oxygen flow meters with humidifier	78		
15	Pressure line adapter pins etc to be supplied in Adequate numbers.	171		
16	Turn Key	1		
Total				

- Approximate Quantity, Final Quantity may varies (Increase/ Decrease) as per actual
- Price will Evaluate based on Unit price
- Warranty period will be 5 Years, Bidders have to Quotated Price for CMC up to 5 years after Warranty

PRICESCHEDULEFORANNUALMAINTENANCECONTRACT(A.M.C)
AFTER EXPIRY OF WARRANTY
(RATES SHOULD BE QUOTED IN INDIAN RUPEES ONLY)

Sr No	SME Code No.	Name of the Equipment	For Sixth year with spare parts & labour	For Seventh year with spare parts & labour	For Eighth year with spare parts & labour	For Ninth year with spare parts & labour	For Tenth year with spare parts & labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

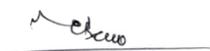
Place:

Date:

Signature
Name in Capital Letters
Designation

SPECIAL CONDITIONS

1. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidders should also submit a certificate from the relevant authority as to the quality of the equipment.
3. The bidder should not have been blacklisted before.
4. The bidders shall also arrange for the demonstration of their equipment to the concerned committee regarding the quality aspect.



Declaration by the Bidder:

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding purchase of Battery Operated Patient Transporting Vehicle . I/we agree to abide them.

2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

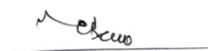
(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address:



DETAILS OF TECHNICAL SPECIFICATION

SL.	ITEM NAME	DETAIL SPECIFICATION										
01.	Gas Outlets Terminal units(M70 type) for :- <ul style="list-style-type: none"> • Oxygen • Air • Vacuum • Nitrous 	<ul style="list-style-type: none"> + Integral check valve. + All metal construction + Individually tested & certified. + Full range of mounting. + ISO certified Manufacturer. 										
02.	Medical grade copper tubes, fittings and fixtures. <table border="1" style="margin-top: 10px;"> <thead> <tr> <th>O.D</th> <th>Thickness of tube</th> </tr> </thead> <tbody> <tr> <td>28mm</td> <td>0.9mm</td> </tr> <tr> <td>22mm</td> <td>0.9mm</td> </tr> <tr> <td>15mm</td> <td>0.9mm</td> </tr> <tr> <td>10mm</td> <td>0.9mm</td> </tr> </tbody> </table>	O.D	Thickness of tube	28mm	0.9mm	22mm	0.9mm	15mm	0.9mm	10mm	0.9mm	All copper pipes & fittings used has made of phosphorous de-oxidized, non arsenical copper having ISI marked flow meter of specified sizes. <ul style="list-style-type: none"> + The chemical composition of tubes confirm to BS6017: 1981 and manufactured as per BS-2871 or European standard of EN 1057. + Copper pipes are solid drawn seamless hard tempered & degreased for medical use. + Copper to copper joints is made on site using a silver copper phosphorus brazing alloy. Copper to brass or gun metal joints shall not be made on site. + Pipe lines supported at the intervals specified in HTM 2022 using suitable metallic, non ferrous material. Plastic supports may be used only for the down drops to the terminal units. + Fitting has been end feed type and also BS864, degreased suitable for oxygen use and sealed in protective polythene bags. + ISO certified Manufacturer
O.D	Thickness of tube											
28mm	0.9mm											
22mm	0.9mm											
15mm	0.9mm											
10mm	0.9mm											
03	Zonal Isolation valves with pressure gauges	<ul style="list-style-type: none"> + Full bore valves for minimum pressure loss. + Non-lubricated with 90 degree turn ball valve with PTFE seals suitable for pipes. + Pressure gauges at specified place to monitor pressure drop. + Tested for double working pressure [120 PSI]. + For Oxygen, Air & Vacuum + For Emergency point for Oxygen + ISO certified Manufacturer. 										
04	Medical gas alarm system	<ul style="list-style-type: none"> + Three gas alarm + Individual gas status LED indicator-showing NORMAL, HIGH and LOW conditions for each service. + Audio alarm Indicator by Piezo electric buzzer. + Alarm test / check / mute Facility also available and working pressure display through digital gauges. + Aesthetic design and Powder coated aluminum construction. + ISO certified Manufacturer. 										
05	Manifold	<ul style="list-style-type: none"> + 4X 4 X 7M3 oxygen cylinder: Oxygen manifold is suitable to withstand a pressure of 145 kg / cm². + Copper annealed tail pipes with brass end adopters suitable for oxygen cylinders and manifolds. + Semi-automatic control panel board with visual alarm. 										

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		<ul style="list-style-type: none"> ✦ Main pressure gauges can be easily visible for proper monitoring of cylinders as well as piped gas, pressure. ✦ ISO certified manufacturer.
06	Emergency Standby manifold for medical oxygen	<ul style="list-style-type: none"> ✦ Comply with relevant standards. ✦ 1 X 1 x 7M3 oxygen cylinder manual manifold with good quality preset regulator. ✦ Consists of less Maintenance. ✦ ISO certified manufacturer.
07	Vacuum System	<ul style="list-style-type: none"> ✦ Reputed brand dry type single stage two cylinder single acting reciprocating type splash lubricated air-cooled vacuum pump. ✦ 3 HP motor with suitable starter, mounted on base frame, complete with wiring, switched, interconnecting pipes and isolation valve(s). ✦ ASSC. ✦ The vacuum pressures not exceed 26 in Hg with flow volume more than 55cfm. ✦ Receiver capacity 300 liters with interconnecting pipes. ✦ ISO certified manufacturer.
08	Compressed Air System	<ul style="list-style-type: none"> ✦ Reputed brand Tank mounted Rotary screw Air Compressor (Air Cooled) with 02 nos. Line Filters giving oil free Air ✦ Working Pressure- Min.: 5 Barg & Max.: 10.5 Barg ✦ Actual Delivery : 22 CFM ✦ Motor Speed: 2900 RPM ✦ Motor : 7.5 HP (Max) ✦ ISO certified manufacturer.
09	Necessary accessories	<ul style="list-style-type: none"> ✦ Good quality suction jars with vacuum regulators complete with overflow protection. ✦ Brass body Flow meters with humidifiers. ✦ Pressure line adapter pins etc to be supplied in adequate numbers. ✦ ISO certified Manufacturer
10	Fully Automatic Control Panel One for oxygen one for nitrous	<ul style="list-style-type: none"> ✦ The control panel is integrated with pressure gauges, regulators and control switching components which is installed inside a cabinet to minimize tampering with regulators. ✦ The reverse bank is automatically adjusted once the running bank reached near exhaustion to minimize supervision and to offer stability and safety. ✦ 3 stage audio & visual warning in case of an emergency and has a pressure outlet of around 4.2kg/cm². ✦ Manufacturer should be ISO certified.

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“SUPPLY OF OXYGEN MANIFOLD SYSTEM”

RGH, Rourkela

Terms & Conditions

Subject: - Notice Inviting Tender for Supply of Oxygen Manifold System for Rourkela Govt. Hospital, Rourkela

1. Earnest Money:

Earnest money by means of ₹ 20,000/- (**Rupees Forty two Thousand only**) should be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD/BG/FD may be prepared in the name of "**Rourkela Govt. Hospital Society, Rourkela**".

- a) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the ministry in respect of any previous work will be entertained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail 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 cost will be summarily rejected.
- d) No claim shall lie against the RGH 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 envelopes "**Technical Bid for Tender for Supply of Oxygen Manifold System**" and "**Financial Bid for Tender for Supply of Oxygen Manifold System**". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "**Tender for Supply of Oxygen Manifold System**"
- Tender shall be rejected if the copy of sales tax registration certificate (now called as GST) is not furnished. Firm shall furnish a certificate on their firm's letterhead stating that up to date returns have been filed and there are no dues with the concerned department. Firm will also submit the copies of such returns (latest) submitted to the department of trade & taxes.
- Hand written quotations shall be accepted at bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.

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- All the equipment quoted should be supplied along with the original catalogue with detailed data sheet.

3. Signing of Tender:

All the duly filled/completed pages of the tender should be given serial /page number on each page and signed. 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.

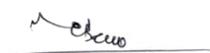
N.B.

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.

- i. 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.
- ii. 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, RGH, Rourkela may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- iii. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

4. Opening of Tender:

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the 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 365 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

6. Right of acceptance:

RGH, Rourkela reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. RGH, Rourkela also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason. 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 quotation or any tender.

7. Communication of Acceptance / Right of Acceptance:

RGH, Rourkela, reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

8. Performance Security:

The successful bidders has to constitute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) and also required to furnish the security deposit @ 10% of contract value in the form of FDR/DD/BG of any Schedules bank in favour of AIIMS, Raipur & payable at Raipur only. **Validity of Performance Security Deposit will be 60 days beyond the completion of all contractual obligations (including warranty period).** If the successful bidder fails to furnish the full security deposit or within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by RGH, Rourkela.

After completion of warranty period a fresh BG/DD/FDR of 10% of AMC cost will be submitted by the supplier for performance security against AMC validity of this new BG/DD/FDR will be **60 days beyond AMC period.** After submission of new security deposit, old security deposit will be released.

9. Delivery & Installation:

The successful bidders should supply the complete vehicle within 4 to 6 weeks from the date of supply order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter.



10. Inspecting, Testing and Quality control

- i. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- ii. The Inspector shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/ inspection authority in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re- inspection.
- iii. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind, which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, in his sole judgment, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.
- iv. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- v. The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- vi. Goods accepted by the purchase/RGH, Rourkela and/or its inspector at initial inspection and in final inspection in terms of the contract should in no way dilute purchasers/ RGH, Rourkela's right to reject the same later.
- vii. The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

Further to above if on the goods being rejected by the Inspector or RGH, Rourkela at



the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery the Purchaser shall be at liberty to:-

- a. Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.
- b. Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or
- c. Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Supplier.
- d. The Inspector shall have the power:-
 - Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - To reject any goods submitted as not being in accordance with particulars.
 - To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory.
 - To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work however if goods are accepted all cost incurred shall be borne by the Purchaser.
 - Inspector's decision as regards the rejection shall be final and binding on the Supplier.

11. Guarantee, Service, Maintenance:

A. Guarantee

The tenderers must quote for **Five years** onsite **Guarantee** from the date of completion of the satisfactory installation as certified by the stipulated committee. The Guarantee charges **shall not** be quoted separately otherwise the offer shall be summarily rejected. Also the Bidders should submit their quote for subsequent 5 years on site AMC. Failure to comply this condition will entail the rejection of the Bids. The price comparison shall be made taking into account on basic price and post warranty AMC. The Rate Contracting Authority reserves the



right to award AMC (without spare parts). So the price of AMC should be quoted according to the cost of equipment. The amount of AMC would be released to the supplier on successful completion of the maintenance of that particular year duly certified by the user department.

B. Service

The supplier will ensure regular maintenance service by the appropriate engineer having the technical know-how of the equipment. The supplier shall also ensure the presence of resident engineer in the geographical location of this city of Raipur so that he attends the call without loss of time.

12. 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 on delayed supply of the quoted price. Once maximum 10% of value of delayed supply is reached, Purchaser may consider termination of the tender.

13. FORCE MAJEURE:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, 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 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, Raipur party may, at least option to terminate the contract.

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

15. 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 RGH, Rourkela. In that event the security deposit shall also stand forfeited.

16. 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 RGH, Rourkela, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

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

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

18. Terms of payment:

- 90% payment against receipt and acceptance of material by consignee & balancing 10% of the amount shall be released after the successful commissioning of the vehicle.
- No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

19. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to the 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 of Sole Arbitrator to be appointed by the Director, RGH, Rourkela. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

20. Legal Jurisdiction:

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

