TENDER NOTICE

For

“Supply of Radiological Items”

AIIMS, Rishikesh, Virbhada Marg, Rishikesh, Dehradun

Date: 06-08-2016

AIIMS, Rishikesh requires supply of radiological items as required for patients and AIIMS Staff wherever it deemed fit to cater day to day radiology department requirements. The Institute intends to enter into Rate Contract for One year with approved dealer/Supplier, who has his shop/service outlet preferably at Rishikesh and can offer maximum discounts on the items as mentioned as per terms & Conditions contained in the Tender Form.

2. The Tender documents containing detailed information/terms and conditions for the purpose can either be obtained from the Senior Administrative Officer, AIIMS, Rishikesh from 06-08-2016 to 31-08-2016 between 10.00 AM To 02.00 PM on non-refundable payment of Rs. 1135/- (Rupees One Thousand One Hundred Thirty Five only) or can be download from website www.aiimsrishikesh.edu.in. Those who download the tender document from website should enclosed the DD for Rs.1135/- (Rupees One Thousand One Hundred Thirty Five only) (non-refundable) in favor of AIIMS Rishikesh payable at Rishikesh, which shall be of not later from along with their technical bid. The bid security of Rs. 50,000/- (Rupees Fifty thousand only) (EMD) should be paid in the form of FD/TD/CD in favour of AIIMS Rishikesh payable at Rishikesh. The tender documents are not transferable.

3. Sealed Tender duly super scribed “Tender for Supply of Radiological items” addressed to the undersigned may be sent by post so as to reach by 3.00 P.M. on or before 31-08-02016 or deposited in the Tender Box kept at Tender Office. Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on the same day i.e 31-08-2016 at 03.30 P.M. at Tender Opening Room of AIIMS, Rishikesh in the presence of the tenderers or their representatives who may like to be present.

4. The pre bid conference would be held on 22-08-2016 at 03.00 PM in the Tender Opening Room, AIIMS, Rishikesh. All firms representative who are attending the pre bid meeting, shall produce an authorisation letter from their firm on the firm’s letter head. They are required to put their query in writing before the committee.

5. Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Rishikesh website www.aiimsrishikesh.edu.in.

Administrative office
AIIMS Rishikesh
Ph No-0135-2462915

Sign of bidder
TENDER DOCUMENT
TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

1. The AIIMS, Rishikesh intends to enter into an Annual Rate Contract for Supply of Radiological items for patients and its staffs for one year, which can be extendable for second year after due scrutiny of performance of supplier. These items are generally purchased as per requirement from time to time.

2. Interested parties may send their financial bids with complete details about the rates should be filled in Schedule (Annexure-1).

3. In case any firm is already providing the same items to any other Government Hospital and reputed multispecialty private Hospitals, details thereof may also be furnished along with the Tender. The rates would be valid for a period of one year from the date of formation of the contract.

4. Sealed Tenders, duly super scribed “Tender for Supply of Radiological items” and addressed to the undersigned may be sent by post or put in the Tender Box kept at Administrative Office of AIIMS, Rishikesh by 3.00 P.M. on or before 31-08-2016 Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on same day i.e 31-08-2016 at 03.30 P.M. at Tender Opening Room of AIIMS, Rishikesh in the presence of the tenderers or their representatives who may like to be present.

5. Each page of tender document must be signed by the bidder and rates/discount should be quoted against each column of the “List for Financial Quote” attached with tender document. No cutting or overwriting is allowed unless it is authenticated by full signatures.

6. The following terms and conditions may be kept in view while sending your tender:-

   a) The firm should be in a position to supply Radiological items on short notice as and when needed (say within 48 hrs). All expenses will be borne by the firm for sending the items to AIIMS, Rishikesh premises.

   b) Firm should be authorized distributor/dealer or principal manufacturer of items tendered.

   c) The Radiological items should be delivered in the AIIMS, Rishikesh premises within 48 hrs of receipt of the Purchase orders. In case the firm fails to supply the items as per requisition, the firm will give “Not Available Certificate“ within 24 hrs and the Institute will be at liberty to make spot purchases from any alternative source and the difference in cost will be recoverable from the firm.

   d) The rates quoted/offered shall remain same during rate contract period and no request for any increase in the rates shall be entertained. However at any time during the period of contract, the price of tendered items is reduced by any law or by tenderer himself, the tenderer shall inform about it to AIIMS, AIIMS Rishikesh is empowered to effect such reduction.

Sign of bidder
e) The owner/firm should be available on his own direct telephone (office as well as residence) and also on mobile phone so they may be contacted immediately in emergent cases.

f) Firm should be registered for supply of Radiological items in Sales tax and copy of up to date Sales tax/VAT license as issued by concerned State sales tax department should be submitted.

g) Radiological items shall be supplied from manufactures holding up to date Good manufacturing Practices (GMP) certificate issued by the appropriate Licensing Authority. A copy of the certificate shall be produced by supplier within 2(Two) weeks whenever demanded by AIIMS, Rishikesh.

h) Radiological items supplied to AIIMS, Rishikesh shall have at least 9 (nine) months of shelf life remaining at the time of supply.

j) The payment will be made on bill basis within 30 days after supply of items in good condition.

k) That in case of change in requirement or if due to any unavoidable circumstances radiological items purchased could not be used; the firm will take back such items or replace the film with new films at no extra cost.

7. This AIIMS, Rishikesh would not purchase the duplicate/substandard Radiological items and if supplied, appropriate action such as imposition of penalty and cancellation of agreement as the competent authority may deem fit will be taken against defaulting suppliers. Therefore, the items supplied should be quality/branded items as decided, from the original manufacturers. The suppliers will ensure replacement of the defective items etc, if found, within 24 hrs at his own cost.

8. An earnest money of Rs. 50,000/- (Rupees fifty thousand only) has to be deposited in the form of BG/TD/FD/CD drawn in favour of AIIMS, Rishikesh along with the tender. The earnest money will be refunded to the unsuccessful tenderer on finalization of the contract. The EMD of successful firms shall be converted into security deposit and shall be returned after contract period is over. The tender received without the prescribed EMD will not be entertained and cancelled.

9. The tenderer who is awarded the contract shall have to supply all the Radiological items requisition in, except where at the time of tender has given list of such items which could not be supplied by the tenderer because of any law or marketing strategy of any company (duly supported by documents) and duly accepted by the Institute at the time of award of the contract.

10. The AIIMS, Rishikesh reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and giving any compensation. The decision of the AIIMS, Rishikesh in this regard shall be final and binding on the supplier firm.

11. The tenderer who is awarded the work will have to make the contract on Rs.100/stamp paper to abide by the rate, Terms & condition of the Tender documents.
12. Needs to be reviewed as most of firm generally authorize for supply of such items to this local dealer.

13. Security deposit of Rs. 2,00,000/- (Rupees Two Lakh only) for 15 Months has to be deposited while signing the contract and if the contract period is extended the security shall also get extended accordingly.

14. In case of non-compliance of any terms & conditions by tenderer, AIIMS, Rishikesh will discontinue the contract immediately, by forfeiting the EMD. Such a tenderer will be disqualified to participate in tender for the next three years.

15. The institute will be at liberty to purchase Radiological items from the principals/manufacturers or from any other source if the rates quoted by them are lower than the rates quoted by the tenderer or other exigencies and emergency needs.

16. Rates of Radiological items should be mentioned both in figures as well as in words in format of Annexure-I.

17. The firm which will offer maximum discount will have to sign the following undertaking on judicial Stamp Paper of Rs. 10/-.

(i) I M/s _____________________________ (Firm) will make available all the Radiological items for which order/demand is placed by AIIMS from time to time or on daily basis. Requisition/demand will be collected by the representative of firm from the office of Medical Superintendent daily before 12.30 PM. The items so required will be arranged/supplied and delivered by the firm once a day i.e 4.00 PM in the office of Medical Superintendent.

(ii) The Radiological items will be supplied at a price as per rate contract Price.

(iii) The Radiological items will be supplied strictly as per requisition and no substitute will be accepted. Any loss in service due to this will be recoverable from M/s____________________________ (Firm). These supplies will be treated as not available with M/s_____________ (Firm) and recovery would be made from EMD amount.

18. No suit or any legal proceedings shall lie against AIIMS Rishikesh or any person for anything done is good faith in pursuance of tender.

19. **Force Majeure**: Any failure or omission or commission to carry out the provisions of this contract by the contractor/supplier shall not give rise to any claim by any party, one against the other if such failure or omission or commission arise from an act of God which shall include an acts of natural calamities such as fine, flood, earthquake, hurricane or any resilience or from civil strikes, compliance with any statute and/ or regulations of the Government, lockout and strikes, riots, embargoes or from any political or other reasons beyond the contractor/suppliers control including war (whether declared or not), civil war or state of insurrection provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure, conditions.
20. **Arbitration**:- If at any time, any question dispute or difference whatever shall arise between tenderer and the institute (Purchaser) upon or in relation to or in connection with the contract, either of the parties may give to the other notice in writing of the existence of such a question dispute or difference and the same shall be referred to two arbitrators on e to be nominated by the Institute (Purchaser) and the other to be nominated by the tenderer. Before proceeding with the reference the arbitrators shall appoint/nominate an Umpire and Umpire appointed by them shall enter upon the reference and his award shall be final and binding on the parties. The venue of arbitration shall be at Rishikesh.

   (i) The provisions of the Indian Arbitration Act 1996 in force and of the rule framed there under and any statutory modifications there of shall apply. Such a notice of the existence of any question, dispute or difference in connection with this contract shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

   (ii) Upon every or any such reference, the costs of any incidentals to the reference and awards respectively shall be at the discretion of arbitrators or in the event of their not agreeing to the award of the Umpire appointed by them who may determine thereof or correct the same to be fixed as between solicitors and close as between parties and shall direct by them and in what manner the same shall be borne and paid.

   (iii) The supplies to be made under this contract shall, if reasonably possible continue during arbitration proceedings and no payments from or payable by the Institute shall be with held on account of such proceedings except to the extent which may be in dispute.

19. **Jurisdiction**:- The Courts of Rishikesh/Dehradun alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this agreement/contract. It is specifically agreed that no court outside and other than Rishikesh/Dehradun shall have jurisdiction in the matter.

20. Notwithstanding anything contained in condition 6(l) above, the Institute shall be at liberty to terminate this contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. The tenderer may also terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. The loss thus caused to the Institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit.

Certified that I/We have read over the tender document including the draft agreement and have understood the contents.

I/We undertake to abide by the terms & conditions as laid down in the tender documents/agreement, in case the contract is awarded to me/us in the near future.
TENDER NOTICE
For
“Supply of Radiological Items”

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the publisher or their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile</td>
</tr>
<tr>
<td>2.</td>
<td>Specify your firm/company is a publisher / authorised dealer/ distributor/ Agency</td>
</tr>
<tr>
<td>3.</td>
<td>Name, Address &amp; designation of the authorized person (Sole proprietor/partner /Director)</td>
</tr>
<tr>
<td>4.</td>
<td>Have you previously supplied these Radiological items to any government/ private medical institutions. If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute)</td>
</tr>
<tr>
<td>5.</td>
<td>Please attach copy of last Return of Income Tax</td>
</tr>
<tr>
<td>6.</td>
<td>Please attach balance sheet [duly certified by Chartered Accountant for last three (3) years]</td>
</tr>
<tr>
<td>7.</td>
<td>PAN No. (Please attach copy)</td>
</tr>
<tr>
<td>8.</td>
<td>Service Tax Registration No. (Please attach copy)</td>
</tr>
<tr>
<td>9.</td>
<td>Acceptance of terms &amp; conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.</td>
</tr>
<tr>
<td>11.</td>
<td>Please submit an undertaking 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. Also submit that proprietor/firm has never been black listed by any organization.</td>
</tr>
<tr>
<td>12.</td>
<td>Details of the FD/TD/CD Order of bid security (EMD) FD/TD/CD No. Date: Payable at-</td>
</tr>
</tbody>
</table>
Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. FD/TD/CD
       2 DD/Pay Order if document is downloaded
       3. Terms & Conditions (each page must be signed and sealed BY authorised signatory)
       4. Financial Bid

(Signature of Tenderer with seal)

Name:

Address:

Place:..................................

Date:..................................

Tender Sl.No:

Sign of issuing Authority

Sign of bidder
MEDICAL X-RAY FILM – TECHNICAL PARAMETERS  
(This TECHNICAL SHEET should be enclosed in Cover-I)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Parameter</th>
<th>Nominal Value</th>
<th>Tolerance</th>
<th>Test Method Adopted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Speed (Upto 2.90)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Contrast (Upto 2.50)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Base fog (Max 0.25)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Average gradient (Upto 3.0)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Material of the film (Polyester Blue Based)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Thickness of the film (Upto 200 Microns)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Emulsion Thickness (upto 5 microns)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Dimensional Statistics corner cut films</td>
<td></td>
<td></td>
<td>Dimension and corner rounding as per ISO International Standard</td>
</tr>
<tr>
<td>9</td>
<td>Shelf life of the film (Minimum 9 months)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Please fill up the entire above column.  
2. Documental support with necessary literature of the above parameters is to be produced.

Date :

Station :

Authorized Signatory of bidder with official seal
To,
Administrative Officer
AIIMS Rishikesh, Virbhadra Marg
Rishikesh (Dehradun)

Dear Sir,

Our quoted rate for supplying the Radiological items for AIIMS, Rishikesh will be as follows:

I/We M/s__________________________________________ hereby quote for the supply of Radiological items on rate contract basis in accordance with the terms and conditions of the tender. I/We hereby enclose Deposit at call/Term Deposit Receipt bearing No._____________ Date__________ for Rs. 50,000/- as EMD.

Note:-

(I) Comparison will be made for allotment of contract on the basis of minimum rates quoted for items.

(II) If different firms are emerged as L1 separately for radiological items, the AIIMS Rishikesh reserve the right to either accepts the L1 of different firm/agencies or will negotiate, with the firm who has quoted the maximum items of L1 items to lower the rate of other items up to the limit of L1 quoted by other firms. In this context, final decision of the committee will be binding to all and no claim in this regard can be entertained.

(III) VAT where payable as per existing local rules, which should be clearly mentioned.

(IV) VAT/any other tax/levies/charges if payable shall be indicated in Performa invoice/invoice otherwise no sale tax/any other tax/levies/charges will be payable.

The contract for procurement of Radiological items can be continued/renewed for further year(s) subject to satisfaction of the All India Institute of Medical Sciences, Rishikesh and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.
## Annexure-1

Tender Enquiry No.: F.No. 24/ X-Ray Film/138 /2015 -RISH (Admin)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items &amp; Specification</th>
<th>Pack Size</th>
<th>Company</th>
<th>Rates Should be Quoted inclusive taxes (words &amp; Figures )</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong></td>
<td><strong>Double sided emulsion coated X-ray films –</strong> Green sensitive for medical Photography (Sheet Form)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>8.5”x 6.5”</td>
<td>50 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>10” x 8”</td>
<td>50 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>12” x 10”</td>
<td>50 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>12” x 12”</td>
<td>50 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>15” x 12”</td>
<td>50 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>17” x 14”</td>
<td>50 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Dental X-Ray</td>
<td>150 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td><strong>B.</strong></td>
<td><strong>Green sensitive cassette with Intensifying Screens –</strong> High Speed Only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>8.5”x 6.5”</td>
<td>Set</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>10” x 8”</td>
<td>Set</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>12” x 10”</td>
<td>Set</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>12” x 12”</td>
<td>Set</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>15” x 12”</td>
<td>Set</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>17” x 14”</td>
<td>Set</td>
<td>Kodak /Fuji/Konica/Agfa</td>
<td></td>
</tr>
</tbody>
</table>
## C. Other Items

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Brand/Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Film dryer for 50 films</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cassette Pass Box 4 door system</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>X-ray developer powder 13.5L</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>X-ray fixer powder 13.5L</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>X-ray developer powder 9L</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>X-ray Fixer powder 9L</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Thermal paper for Ultrasound (Type: 1-5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Tissue paper for Ultrasound</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Ultrasound Gel 250 ml.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>C.T. Laser film 17”x 14”</td>
<td>125 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
</tr>
<tr>
<td>11</td>
<td>MRI Film 14” x 17”</td>
<td>125 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
</tr>
<tr>
<td>12</td>
<td>D R Film 8” x10”</td>
<td>125 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
</tr>
<tr>
<td>13</td>
<td>D R Film 12” x10”</td>
<td>125 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
</tr>
<tr>
<td>14</td>
<td>D R Film 14” x17”</td>
<td>125 sheets</td>
<td>Kodak /Fuji/Konica/Agfa</td>
</tr>
</tbody>
</table>

**Note:**

(i) Film to be compatible with **1.5 TESLA Magnetic Resonance Imaging System; Model: “MAGNETOM Aera”**.

(ii) Film to be compatible with **64 Slice CT Scanner: Model: “Philips Ingenuity Core”**

(iii) Film to be compatible with Computerized Radiography System Mfd by Konica Minolta, **Model No-Regius 110HQ and Dry Pro 873**

(iv) Film to be compatible with **MARS 65 KW High Frequency X-Ray**

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Note:**

(i) No other charges would be payable by Client.

(ii) There would be no increase in rates during the Contract period.

**Place:…………………………………**

**Date:…………………………………**

*(Signature of Bidder with seal)*

Name:

Seal:

Address:

Phone No (O):

Fax No. (O): 

E-mail:

Sign of bidder
ANNEXURE-II

I __________________________ Son of Shri______________________________
resident of __________________ District contractor/partner, or sole proprietor (Strike off word which is not applicable) of firm M/s.____________________________
____________________________ do hereby solemnly affirm and declare that any individual /firm/companies have not been black listed by the Union Govt. or State Government or U.T. Govt and/or any partner/shareholder of the above said firm thereof is/are not directly or indirectly connected with or has/have any subsisting interest in business of my firm/our above said firm.

Place:

Date:

Address___________________

____________________

____________________

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No Part of it is false and nothing has been concealed therein.

Place:

Date: Deponent
AGREEMENT/UNDERTAKING FOR RATE CONTRACT OF RADIOLOGICAL ITEMS

(i) That, I M/s___________________________________ (Firm) will make available all the Radiological items as per the requirement of AIIMS, Rishikesh for which requisition will be collected by the representative of firm from the office of Medical Superintendent daily before 12.30 PM. The Radiological items will be arranged and delivered by the firm once a day i.e 04.00 PM.

(ii) The Radiological items will be supplied at the price as per contract agreement.

(iii) The firm will deposit a sum of Rs. 2,00,000/- (Rupees Two Lakh only) in form of BG/CD/TD/FD valid for two years as security for the satisfactory execution of the agreement. Earnest money will be returned on receipt and acceptance of the security as mentioned above. EMD amount Rs. 50,000/- (Rupees fifty thousand only) can be adjusted against the security deposit.

(iv) In case the firm fails to supply the Radiological items as per requisition, the firm will give "Not Available Certificate within 24 hours and the Institute will be at liberty to make spot purchases from any alternative source and the difference in cost will be recoverable from the firm.

(v) Firm will record a certificate on each bill that the rates being charged are not higher than those of market retail price and discount is not lower than what they give to any other organization.

(vi) The Radiological items will be supplied strictly as per requisition and no substitute will be accepted. Any loss in service due to this will be recoverable from the M/s_______________________ (Firm). These supplies will be treated as not available with M/s_______________________ (Firm) and recovery would be made as per (iii) above.

(vii) The institute will be at liberty to purchase Radiological items from the principals/Manufacturers or from any other source if the rates quoted by them are lower than the rates quoted by the tenderer.

(viii) The payment will be made on bill basis within 30 days.
(ix) The VAT would be paid as applicable. The VAT should be clearly mentioned in the Performa invoices/invoices otherwise no extra tax/levies/charge would be paid.

(x) Radiological items supplied to AIIMS, Rishikesh shall have at least 9 (nine) months of shelf life remaining at the time of supply.

(xi) That in case of change in prescription or if due to any unavoidable circumstances Radiological items purchased could not be used, the firm will take back such medicine and reimburse the payment made.

(xii) If the terms and conditions of the tender under this undertaking/agreement are not adhered to, the security deposit may be forfeited and rate contract cancelled. The firm may also be debarred/black listed in that case.

(xiii) Not with standing anything contained in condition (xi) above, the Institute shall be at liberty to terminate this contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. However, the tenderer may terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. The loss thus caused to the institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit.

M/s
Authorized Signature and Seal

Accepted

Director,
AIIMS, Rishikesh