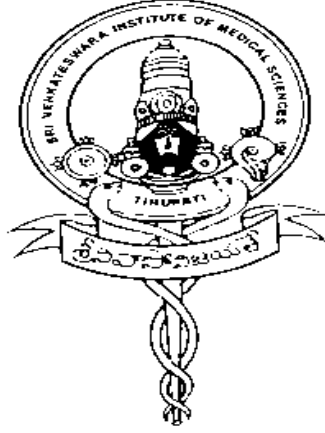


SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES

TTDs – TIRUPATI

Office of the General Maintenance



e-tender document for

PROVIDING OF MEDICAL GAS SUPPLY POINTS i.e. OXYGEN, AIR AND VACUUM WITH NECESSARY GAS PIPELINE WORKS FOR 60 SPECIAL ROOMS AT 2ND FLOOR AND 2 SUIT ROOMS AT 1ST FLOOR AT PPP DIALYSIS UNIT, SVIMS

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SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, TIRUPATI
NOTICE INVITING ONLINE TENDER

Sl. No.	Description	Remarks
1.	Name of the department	TIRUMALA TIRUPATI DEVASTHANAMS
2.	Circle/Division	SVIMS, TIRUPATI
3.	FILE / NIT Number	Roc.No.GM/161-B/MEDICAL GASES/SVIMS/2019
4.	Tender Subject	PROVIDING OF MEDICAL GAS SUPPLY POINTS i.e. OXYGEN, AIR AND VACUUM WITH NECESSARY GAS PIPELINE WORKS FOR 60 SPECIAL ROOMS AT 2 ND FLOOR AND 2 SUIT ROOMS AT 1 ST FLOOR AT PPP DIALYSIS UNIT, SVIMS.
5.	Period of Completion	30 days
6.	Form of Contract	Lump Sum
7.	Tender Type	Open
8.	Tender Category	PRODUCTS
9.	EMD Amount (INR)	Rs. 60,000/- (Rupees Sixty thousands only)
10.	EMD payable to:	Demand Draft drawn in favour of the "Director, SVIMS, Tirupati" from any scheduled Bank.
11.	Bid validity period	Three months
12.	Bid Document Download starting Date & time	03.02.2022 at 08.00 P.M
13.	Bid Document Downloading End Date & time	17.02.2022 at 12.00 Noon
14.	Last Date & Time for submission of hard copies	17.02.2022 at 05.00 P.M
15.	Evaluation of Technical Bids (Qualification and Eligibility Stage)	18.02.2022 at 2.30 P.M
16.	Price Bid Opening Date and Time (Financial Bid Stage)	19.02.2022 at 03.00 P.M (Tentative)
17.	Place of Tender Opening	SVIMS, Tirupati
18.	Tender Inviting / Opening Authority	THE DIRECTOR-CUM-V.C., SVIMS., TIRUPATI
19.	Address/E-mail id	gmsvims@gmail.com
20.	Contact Details/Telephone.	0877-2287777 Extn.2348, 2201.
21.	MANDATORY DOCUMENTS TO BE UPLOADED :	<ol style="list-style-type: none"> 1. Earnest Money Deposit in the form of D.D., in favour of the Director, SVIMS, Tirupati. 2. FIRM / COMPANY registration certificate. 3. GST registration and latest 3 months GST returns. 4. PAN card in the name of the Firm / Tenderer. 5. Latest 02 years Audited Balance Sheets and Income and expenditure duly certified by C.A along with I.T returns for two years. In case I.T returns are under process of filing for the year 20-21, certificate of CA may be produced. 6. NOTARIZED Affidavit on Rs.100/- Non-judicial stamp paper stating that: <ol style="list-style-type: none"> a) The firm/tenderer is not presently blacklisted / debarred by any Hospital / Organization. b) No case is pending against the firm / tenderer with Vigilance / CBI / any Govt. departments.

		<p>c) The firm/tenderer is not presently convicted by a court of law on any criminal offence.</p> <p>NOTE: The sentence "SOLEMNLY AFFIRMED AND SIGNED BEFORE ME" shall be mentioned in all the Affidavits.</p> <p>7. Should have minimum 02 years experience in the field for providing medical gas pipe lines.</p> <p>8. The firm shall be produced certificate of satisfactory completion letters- minimum of three similar installations shall be there and proof shall be furnished on providing MEDICAL GAS SUPPLY POINTS(Medical Oxygen, Air, Vacuum and Nitrous Oxide) from Central / State Govt. Hospitals / Corporate Super Specialty Hospitals.</p> <p>9. Declaration on firms letter head as mentioned in Annexure – II</p> <p>IMPORTANT NOTE :</p> <p>A)AT THE TIME OF OPENING OF THE TECHNICAL BID, IF ANY MANDATORY DOCUMENT IS NOT FOUND ON THE E-PROCUREMENT PLATFORM, THE BID WILL BE REJECTED.</p> <p>B) ORIGINAL DOCUMENTS OF EMD & AFFITIDAVIT AND OTHER PHOTOSTAT COPIES OF ALL UPLOADED DOCUMENTS SHALL BE DELIVERED AT THE FOLLOWING ADDRESS EITHER BY POST OR IN PERSON ON OR BEFORE – 17.02.2022 AT 05 PM. OTHERWISE THE BID WILL BE REJECTED.</p> <p style="text-align: center;">"The Dy. Director, Dept. of General Maintenance, Alipiri Road, Sri Venkateswara Institute of Medical Sciences, Tirupati.</p> <p>C) This condition is applicable while quoting the price in financial bid only:</p> <ol style="list-style-type: none"> 1. The tenderers who have quoted for all specifications mentioned in Annexure-I alone will be considered otherwise such tenders will be rejected. 2. Tenders will be finalized basing on the total lowest amount offered for all items mentioned in Annexure I. 3. The rates quoted should be exclusive of all taxes. 4. The rates quoted by L1 Tenderer is liable for negotiations after price bid.
22.	<p>a)Registration with e-procurement platform</p> <p>b)Digital certificate authentication</p> <p>c)Procedure for bid submission</p> <p>d)Transaction fee. e)Corpus fund etc.</p>	<p>The participating tenderers are requested to refer the website of e-procurement for all the information about the e-tender.</p>

SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES CAN NOT BE HELD RESPONSIBLE FOR THE FOLLOWING :

- 1)Any loss (or) delay of the documents in transit.
- 2)Any problem arising while uploading the documents through e-procurement platform.
- 3)Any other problem(s) encountered by the tenderers while uploading their bids.

CHECK LIST

ALL THE FOLLOWING DOCUMENTS SHALL BE DELIVERED EITHER BY POST OR IN PERSON ON OR BEFORE THE DATE AND TIME OF THE TECHNICAL BID OPENING

- | | | |
|----------|--|-----------------|
| 1 | Earnest Money Deposit in the form of D.D., in favour of the Director, SVIMS, Tirupati. | Enclosed or Not |
| 2 | FIRM / COMPANY registration certificate to be uploaded. | Enclosed or Not |
| 3 | GST registration and latest 3 months GST returns. | Enclosed or Not |
| 4 | PAN card in the name of the Firm / Tenderer. | Enclosed or Not |
| 5 | Latest 02 years Audited Balance Sheets and Income and expenditure duly certified by C.A along with I.T returns for two years. In case I.T returns are under process of filing for the year 20-21, certificate of CA may be produced. | Enclosed or Not |
| 6 | NOTARIZED Affidavit on Rs.100/- Non-judicial stamp paper stating that:
a) The firm/tenderer is not presently blacklisted / debarred by any Hospital / Organization.
b) No case is pending against the firm / tenderer with Vigilance /CBI / any Govt. departments.
c) The firm/tenderer is not presently convicted by a court of law on any criminal offence.
NOTE: The sentence "SOLEMNLY AFFIRMED AND SIGNED BEFORE ME" shall be mentioned in all the Affidavits. | Enclosed or Not |
| 7 | Should have minimum 02 years experience in the field of Medical Gases. | Enclosed or Not |
| 8 | The firm shall be produced certificate of satisfactory completion letters- minimum of three similar installations shall be there and proof shall be furnished on providing MEDICAL GAS SUPPLY POINTS(Medical Oxygen, Air, Vacuum and Nitrous Oxide) from Central / State Govt. Hospitals / Corporate Super Specialty Hospitals. | Enclosed or Not |
| 9 | Declaration on firm's letter head as mentioned in Annexure – II | Enclosed or Not |

SALIENT POINTS TO BE NOTED :

- 1) Online (e-tendering) tenders are invited for providing of medical gas supply points i.e. oxygen, air and vacuum with necessary gas pipeline works for 60 special rooms at 2nd floor and 2 suit rooms at 1st floor at PPP dialysis unit, SVIMS. This tender is in two bid system i.e., (1) Technical bid and (2) Financial bid.
- 2) If two or more tenderers attained the same rank in the price comparison, the experience of the tenderers in this field and the track record of the tenderer etc., will be taken into consideration for issuing "Award of Contract".
- 3) The tenderer should not submit any kind of financial details in the hard copies to be submitted to SVIMS., i.e., in the Technical Bid Cover / Hard Copy Cover. If found in any cover, bid will be invalidated. The price quoted in the financial bid of e-procurement platform will only be taken into consideration.
- 4) The tenderers are advised to go through each and every line of tender document carefully before final submission.
- 5) In case of Partnership Firm, the following documents should be uploaded along with GST / PAN :
 - a) A copy of Deed of Partnership
 - b) A copy of list of partners with names and addresses
 - c) Only Managing Partner has to sign the documents and represent the company in person for any discussions.
- 6) In case of a Company, the following documents should be uploaded along with GST / PAN :
 - a) A copy of Memorandum of Understanding
 - b) Articles of Association
- 7) In case of Proprietorship, the owner of the company has to sign in all the documents and represent the company in person for any discussions.
- 8) The financial bids of those tenderers who are technically qualified will only be opened. The SVIMS may extend the last date by issuing a corrigendum in which case all rights and obligations of the SVIMS and the tenderers previously subject to the original deadline will then be subjected to the new deadline.
- 9) Date of opening of price bid given in the e-tender platform is tentative and liable for change.
- 10) Quoting maximum discount just for acquiring the tender will not be the only criteria for award of Contract. Therefore, tenderer should carefully assess the work before offering the rates.
- 11) If any tenderer is having dues and payable any amount to SVIMS., such tenderer is not eligible to participate in the tender. However, the tenderer can be permitted to participate in the tender by paying the entire amount duly producing clearance letter from SVIMS authorities.
- 12) If any tenderer has filed a case in any Court of Law against SVIMS., such tenderer will not be permitted to participate in the tender, until the case is disposed off and subject to the outcome of the case.
- 13) **PROCEDURE FOR QUOTING THE PRICE:**
 - a) The tenderers who have quoted for all specifications mentioned in Annexure-I alone will be considered otherwise such tenders will be rejected.
 - b) Tenders will be finalized basing on the total lowest amount offered for all items mentioned in Annexure I.
 - c) The rates quoted should be exclusive of all taxes.
 - d) The rates quoted by L1 Tenderer is liable for negotiations after price bid.
- 14) Offline submission of tender document will not transferable in any manner.
- 15) The tender inviting authority reserves the right to reject any or all tenders or postpone the tenders without assigning any reason.

EARNEST MONEY DEPOSIT (Rs. 60,000/-)

- 1) Earnest Money Deposit as mentioned under Mandatory Documents shall be paid by way of Demand Draft drawn in favour of "The Director, SVIMS, Tirupati", payable at Tirupati on any scheduled bank and the original DD., should be submitted before opening the technical bid.
- 2) EMD will not be accepted in the form of Cheques, postal orders, bank guarantees or bank demand drafts issued on the personal name of the officers of SVIMS, Tirupati or by any other mode of remittance.
- 3) The E.M.D. will be returned to the unsuccessful Tenderer on the date of finalization of the Tender without interest.

SECURITY DEPOSIT (Rs. 2,40,000/-) & AGREEMENT :-

- 1) Successful Tenderer shall be required to pay/submit the following within 14 (fourteen) days from the date of "Award of Contract" :
 - a) Security Deposit of Rs. 2,40,000/- (Rupees Two lakh forty thousand only)
 - b) An agreement on sufficient value of Non-judicial stamp paper for faithful and satisfactory performance of contract. (The institute will supply the specimen of the agreement to the successful tenderer)

The date of commencement of the Contract work will be mentioned in the Award of Contract and the same will be treated for period of contract / tenure. A letter by mentioning the date of the commencement of the contract work must be submitted to the TIA.

- 2) The Security Deposit shall be paid by way of Demand Draft drawn in favour of "The Director, SVIMS., Tirupati" and the said deposit will be returned only after two years from the date of completion and handing over of pipeline works to SVIMS without interest, subject to penalties / deductions.
- 3) If the successful tenderer fails to pay the security deposit and to execute an agreement within the period of 14 days from the date of "Award of Contract", such failure will constitute a breach of terms and conditions of the contract. Consequently, the contract shall be cancelled and the TIA will forfeit the EMD., in addition to recovery of any loss sustained by the Institute.
- 4) The TIA will forfeit the Security Deposit for any non-performance of the tender as defined in the tender conditions during the tender period and action will be initiated for black listing the tenderer.

Annexure - I

PRICE BID FOR PROVIDING OF MEDICAL GAS SUPPLY POINTS i.e. OXYGEN, AIR AND VACUUM WITH NECESSARY GAS PIPELINE WORKS FOR 60 SPECIAL ROOMS AT 2ND FLOOR AND 2 SUIT ROOMS AT 1ST FLOOR AT PPP DIALYSIS UNIT, SVIMS.

S.NO	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE IN RUPEES	AMOUNT IN RUPEES
1)	Copper pipe for distribution, pipes should be Solid drawn, Seamless, Deoxidised, Non arsenical, Half hard tempered, Degreased, Medical Grade confirming to EN 13348 including cost and conveyance of pipes, necessary copper fittings with specially made for brazed socket type connections, including transportation charges including laying and jointing, testing, commissioning and all other labour charges etc. Make: Mexflow				
	a) 28 mm OD x 0.9 mm thk	Mtr	60		
	b) 15 mm OD x 0.9 mm thk	Mtr	1625		
	c) 12 mm OD x 0.7 mm thk	Mtr	230		
2)	Outlets should be quick connect and gas specific for the services indicated and accepted only with compatible quick connect probes. All outlets shall be tested and cleaned for oxygen service prior to shipping. A complete outlet should consist of a gas specific rough in assembly and a matching gas specific finishing assembly. For positive pressure gas services, the outlet shall be equipped with a primary and secondary check valve and the secondary check valve shall be rated at a minimum 200 psi in the event the primary check valve is removed for maintenance. Outlet bodies shall be gas specific by indexing each gas service to a gas specific dual pin indexing arrangement on the respective identification module. A large color coded front plate shall be used for ease of gas identification and aesthetic appeal. The latch valve assembly shall be Ohmeda Diamond compatible and accept only corresponding Ohmeda Diamond Compatible type gas specific probes. Rate should include erection charges, commissioning charges and all other labour charges etc, complete for finished item of work.				
	a) Oxygen	Mtr	62		
	b) Air	Mtr	62		
	c) Vacuum	Mtr	62		
3)	Outlet Probes should be quick connect type, gas specific and notch indexing for the services indicated and accepted only with compatible Ohmeda Diamond outlets only. Rate should include erection charges, commissioning charges and all other labour charges etc, complete for finished item of work.				
	a) Oxygen	Nos	62		
	b) Vacuum	Nos	62		

4)	Supply and fixing of isolation ball valve 1" with necessary matching end fittings designed for a maximum positive pressure of 300 psig / 27 inches of Hg Vacuum, non ferrous, non lubricated, with 90degrees turn hand lever operated include erection charges, commissioning charges and all other labour charges etc, complete for finished item of work.	Nos	4		
5)	Supply and fixing of isolation ball valve 1/2" with necessary matching end fittings designed for a maximum positive pressure of 300 psig / 27 inches of Hg Vacuum, non ferrous, non lubricated, with 90degrees turn hand lever operated include erection charges, commissioning charges and all other labour charges etc, complete for finished item of work.	Nos	18		
6)	Supply of BPC Oxygen Flowmetre with Humidifier (Ohmeda Type): Flowmtre should be Back Pressure Compensated. It should be accurate gas flow measurement and control within a range of 0-15 litres per minute. It should meet strict precision and durability standards. Flowmetere should be made of brass material. Outer flow tube and shroud components will be amde of clear, impact resistant poly carbonate. Outer flow tube should be of press fit insertion type. The humidifier bottle shall be made of unbreakable poly carbonate material and autoclavable at 134 degrees Centigrade.	Nos	62		
7)	Supply of Ward Vacuum Unit : It shall comprise of Vacuum Regulator with a gauge both mounted on collection jar of capacity 600 ml and with a wall bracket for mounting on wall. The collection jar shall be made of unbreakable polycarbonate material which shall be fully autoclavable at 134 degrees Centigrade.	Nos	62		
					GST Extra @ 18%
					TOTAL VALUE

Note:

1. The tenderers who have quoted for all specifications mentioned in Annexure-I alone will be considered otherwise such tenders will be rejected.
2. Tenders will be finalized basing on the total lowest amount offered for all items mentioned in Annexure I.
3. The rates quoted should be exclusive of all taxes.
4. The rates quoted by L1 Tenderer is liable for negotiations after price bid.

BASIC INFORMATION TO THE TENDERER :

1. The Tenderer uploading his tender would be deemed to have considered and accepted all the terms and conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the tender.
2. If the tenderer gives deliberately wrong information to create conditions for acceptance of the tender, the Director-cum-VC., SVIMS., reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one tenderer for the same work. Legal action will be taken for furnishing wrong information.
3. The successful tenderer shall be required to execute an agreement on sufficient value of non-judicial stamp paper.
4. The successful tenderer shall have to follow all the instructions given to him/them from time to time by the competent authority or person nominated by him.
5. The successful tenderer shall maintain a register for the routine instructions.
6. The successful tenderer shall be liable to pay compensation for any loss or damage caused to the property of the Institute under the contract.
7. The successful tenderer is responsible for any illegal activity of the employee done by him during his work / presence in the Institute / Hospital premises.
8. The successful tenderer shall comply with all instructions/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the Institute and officers/employees from any claim or consequences/damages for any lapse or non compliance thereof.
9. The successful tenderer will be responsible for any accident or mishap or death of workers engaged by him and for payment of any claim made on this account and shall also indemnify the Institute from any claim in this regards.
10. The successful tenderer and his worker shall abide by the rules and regulations of the Institute as well as directions/instructions issued by the Director-cum-VC., of Institute or on his behalf by the authorities from time to time and violation of which may result in cancellation of the contract.
11. In the event of infringement of any law by any of the workers engaged by the successful tenderer, he shall be under obligation to change the worker immediately on the instruction of the Institute authorities.
12. The tenderer is suggested to carefully go through the terms and conditions of the document before offering his/their rates.
13. The tenderers / successful tenderer who are black listed elsewhere, but not revealed in the tender process or given any other wrong declaration and if it is found at a later date, the following penalties will be applicable" :
 - a)If it is found during technical evaluation / before opening price bid :
"the bid will be disqualified and the EMD amount will be forfeited".
 - b)If it is found after Award of Work contract, EMD and S.D will be forfeited

16. TDS will be deducted as per Income Tax Act 1961, if applicable.
17. GST extra as per statutory rules of the Government from time to time.
19. All the tenderers shall invariably upload the **clearly visible** scanned copies of Mandatory requirements in e-Procurement system and this will be the primary requirement to consider the bid responsive.
20. The related documents should be uploaded in the respective fields only. If uploaded in any other fields or areas and not traceable by SVIMS, it will be construed that the tenderer has not uploaded the related document and SVIMS is not responsible for such lapse by the tenderer and the same will be treated as non-submission of the said document.
21. GST is applicable and it should be shown separately provided in the column on the e-procurement platform. If GST is not mentioned separately, it will be added to the final quoted price.

TERMS & CONDITIONS OF THE CONTRACT:-

1. All the firms/persons shall have been in the market for atleast three years in the same nature of works, prior to the date of submission of online tender. This condition does not however apply to public sector undertakings and government undertakings. The S.V.Institute of Medical Sciences, Tirupati at its discretion may relax the condition of 3 years standing in market in respect of tenderers who offer proprietary, special sophisticated unique items.
2. If the tender is submitted by an individual it shall be signed by him giving his full name and address. If it is submitted by a firm, it shall be signed by a member of the firm. The tender received shall be valid for a period of two months from the date of opening of tenders. During the above mentioned period, no plea by the tenderer for any sort of modifications of the tender, based upon arising out of any alleged misunderstanding or misconception or mistake or for any other reason will be entertained.
3. The tenderers are expected to visit the site of work and acquaint themselves with the conditions prevailing before their rates.
4. Time shall be considered as the essence of the contract. Date of commencement of this work shall be the date on which the letter of intent/work order is issued to the successful tenderer.
5. The quoted prices and unit rates shall include the following:-
 - a) Transport from the place of manufacture to the places of installation, loading and unloading and storage and safe custody.
 - b) All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the contract, are the responsibility of the contractor.
 - c) Erection, Testing and commissioning.
 - d) The prices shall be firm till the entire installation is handed over and shall be free from any fluctuation in the cost of raw materials and labour etc.
 - e) The quoted rate shall be self sustaining and shall remain valid for any increase or decrease in quantity.

f) SVIMS, will not however after acceptance of contract rate pay any extra charges for lead or for any reason, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard preliminary specification regarding payment of seigniorage, tools etc.

g) No part of the contract shall be sublet without written permission of the Director, SVIMS, Tirupati nor transfer be made by power of attorney authorizing others to receive payments on the contractors behalf.

h) No tenderer will be permitted to withdraw his tender before the final disposal of the tenders by the competent authorities concerned.

i) In exceptional circumstances, prior to expiry of the original time limit, the tender inviting officer may request the tenderers to extend the period of validity for a specified additional period. Such request to the tenderers shall be made in writing. A tenderer may refuse the request without forfeiting his E.M.D. A tenderer agreeing to the request will not be permitted to modify his tender, but will be required to extend the validity of his EMD for a period of the extension.

6. As per the instructions of the APTS., Vijayawada, e-procurement fund (Corpus fund 0.04%) shall be paid by the L1 bidder through online and submit the payment details to the TIA.

SUPPLY :

a) Supplies should strictly confirm to the specification mentioned in the order.

b) Tenders which are not in accordance with the specifications mentioned, are liable for rejection.

c) The decision of the Director, Sri Venkateswara Institute of Medical Sciences, Tirupati shall be final as regards the acceptability of the items supplied by the approved tenderer and the institute shall not give any reason in writing or otherwise at any time for rejection of items.

PAYMENT:

50% cost of material supplied at site.

Balance will be paid after completion of Installation.

DISPUTE:-

i) If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far possible by mutual discussion and consultation between themselves, which are arisen during the subsistence of the contract or thereafter.

ii) In the event of any dispute or differences arises in connection with the contract arising out of this Tender whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Director-cum-VC., SVIMS., Tirupati or his nominee not below the rank of Deputy Director/Professor for arbitration whose decision shall be final and binding on both the parties. The proceedings before the arbitrator would be governed by the provision of the ARBITRATION AND CONCILIATION ACT, 1996.

iii) The courts at TIRUPATI shall have exclusive jurisdiction in all matters arises out of this Tender.

SUB-CONTRACTING :-

To whom the contract is awarded shall only execute the contract and letting of sub-contract is not allowed and will attract punishment including termination of contract, forfeiture the Security Deposit and payment of loss incurred to SVIMS due to termination of contract.

INDEMNITY :-

The tenderer shall indemnify the SVIMS., against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the tenderer in execution or in connection with the work of this contract and against any loss or damage to the hospital in consequence of any action or suit being brought against the tenderer for anything done or committed to be done in the execution of this contract.

DISCLOSURE OF INFORMATION:-

The tenderer has to abide that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of SVIMS.

FORCE MAJEURE CLAUSE:-

Any act of God, shall not disentitle the parties to this Agreement to terminate the Contract or claim damages. Whether an "act" will come within the purview of the "Act of God" or not will be decided by the SVIMS and its decision will be final.

TERMINATION OF CONTRACT :-

The terminations for failing to fulfill any of the terms and conditions of this contract are as below:

In case the successful tenderer back out after releasing the "Award of Contract" or fails to comply with the terms and conditions within the period, the tenderer will be liable to make good the loss sustained by the Institute in addition to the penalty as under:-

- 1) The Tender Inviting Authority shall be entitled to approve any other tenderer without notice to the successful tenderer and to recover the extra cost thus involved from the successful tenderer.
- 2) To cancel the contract.
- 3) To forfeit the EMD and / or Security Deposit to the extent of the loss incurred by the Institute, in the event of action being taken as above and if it falls short, the Tender Inviting Authority shall be at liberty to take action against the tenderer or by instituting a Civil Suit. In this regard, the tenderer shall not be entitled to any gain.
- 4) Any under payment or indulgence in the financial lapse shall result in termination of contract without any notice whatsoever.

INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES :-

The Institute requires that the tenderer under this tender shall observe the highest standards of ethics during the procurement and execution of this contract. In pursuance of this policy, the terms set out are as follows:

- a) "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the execution of contract.
- b) "Fraudulent practice" means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among tenderers (prior to or after tender submission) designed to deprive the Institute of the benefits of free and open competition.
- c) The Institute will reject a proposal for award if it determines that the tenderer recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
- d) The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

NOTICE PERIOD FOR ABANDONMENT OF CONTRACT :-

Either party shall be entitled to abandon the contract after serving three months notice in writing to the other party regarding abandonment of contract. However, the successful tenderer who is handling the contract shall have to continue the work even after expiry of the notice period of three months till an alternative arrangement is made by the Institute. No compensation of claim in the event of such abandonment shall be admissible to the successful tenderer.

ANNEXURE – II

DECLARATION TO BE UPLOADED ON THE e-PROCUREMENT PLATFORM

(ON FIRM'S LETTER HEAD)

Name of the Tenderer :

Address of the Tenderer :
(To be filled in by the Tenderer)

I/ We read all the terms & conditions of this tender and hereby agree to abide by all the terms and conditions of the tender. I/ We do hereby agree that I / We shall keep my / our offer open for a period of three (02) months from the date of opening of the tender. I / We shall abide by and give my / our acceptance to all the terms and conditions mentioned in this tender document and which are mentioned in the “Award of Contract” and shall execute an agreement in the prescribed form, in the event of my / our offer being accepted by SVIMS.

Yours faithfully

Signature of the tenderer with full address
(To be signed by an authorized signatory with full address of the tenderer & seal)
Cell No. _____

***SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES
TTDs :: TIRUPATI***

INFORMATION ABOUT THE TENDERER

- 1) Name of the Firm / Tenderer ::

- 2) Legal Entity ::
(Company, Partnership,
Proprietorship etc.)

- 3) Year of Establishment ::

- 4) Address of Registered Office ::

- 5) Name/s of the Owner/Partners ::

- 6) Land Phone nos. ::

- 7) Mobile Phone nos. ::

- 8) Email ID ::

- 9) Name of the person authorized to ::
sign in all the documents
(attach proof of authorization)

- 10) PAN card No. ::

- 11) GST Registration No. ::

- 12) Valid manufacturing license no. ::

- 13) E.M.D., Rs. _____ D.D. No. _____ & Date _____
Drawn in favour of the Director, SVIMS., Tirupati payable at Tirupati

PLACE ::

DATE ::

Signature of the tenderer with full address
(To be signed by an authorized signatory with
full address of the tenderer)

Cell No. _____