

अखिल भारतीय आयुर्विज्ञानसंस्थान, मंगलगिरी
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI
ANDHRA PRADESH

A CAB under Ministry of Health & family Welfare, Government of India

Old TB Sanatorium Road, Mangalagiri, Guntur (AP), 522503

Corrigendum

for

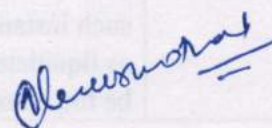
Rate Contract for Supply of liquid Medical Oxygen at AIIMS Mangalagiri

It is hereby notified for information of all concerned that published tender - bid against the tender ID No. 2021_AIMSM_629754_1 and tender Notice No. AIIMSMG/Bid/2021-22/RC-LMO, dated 26/05/2021 for the tender of "Rate Contract for Supply of liquid Medical Oxygen at AIIMS Mangalagiri".

The following changes are made in the Terms and Conditions of the tender document based upon queries raised by the bidders in the pre-bid meeting

Amendments in Terms and Conditions

Quote from the tender Document	Query/ Sorted Deviation	Response by AIIMS
The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly	In first Page mentioned No EMD	No EMD as per rules
The tenderer must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, Mangalagiri.	These services also incur extra GST. Kindly add in the price bid format	Additional column of GST on freight, insurance, cartage, labour charges etc may be added.
Paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen (15) days from the issue of notification of award	As lockdown, If stamp paper not available and notarization may not available. Can you accept declarations and affidavits on letter head?	An extension up to 30 days shall be given for RC agreement on stamp paper



<p>Reject full or any part of the supply which is not confirming to the specification and other terms and conditions.</p>	<p>Clause 12(c) and 12(d) can be modified and replaced with this language:</p> <p>In case of such rejections are accepted by Bidder, AIIMS Mangalagiri shall have a right not to pay for the quantity of product supplied by Bidder and rejected by AIIMS Mangalagiri under that particular consignment. No claim of any kind with respect to non-conforming product delivered whether or not based on negligence, warranty, strict liability or any other theory of law shall subsist other than the foregoing which represents AIIMS's exclusive remedy and Bidder's sole obligation, with respect to claims relating to the conformity of product delivered hereunder.</p>	<p>Quality assurance certificate shall be provided every time delivery of goods is done at AIIMS</p>
<p>The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.</p>	<p>We have to cap some specific contractual volume for MTOP.</p>	<p>Total cylinder usage per day is an average of 200 bulk cylinders for 100 bedded wards. This is likely to increase to 960 beds in 3-6 months period.</p>
<p>The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same</p>	<p>Unloading Charges</p>	<p>Included in Price bid form</p>
<p>Liquidated Damage: If vendor fails to deliver the filled cylinders within the date and time mentioned at each instance, per day penalty of Rs. 20,000/- will be imposed on vendor and AIIMS Mangalagiri reserves right to purchase of liquid medical oxygen from any vendor in market and the difference of price shall be recovered from vendor apart from penalty.</p>	<p>Cylinders or LMO might be some error in tender terms, which need to be cleared. Also, if Liquidated damages for delay is applicable then there cannot be a risk purchase. Therefore, we propose to revise the Liquidated Damages clause as under:</p> <p>If vendor fails to deliver the Product(s) within the date and time mentioned at each instance, the bidder shall pay Rs. 20,000/- per such instance to AIIMS Mangalagiri as liquidated damages, which shall be the reasonable compensation for</p>	<p>No changes</p>

(Signature)

	<p>the damages suffered by AIIMS Mangalagiri. The said Liquidated damages as paid by the Bidder shall be exclusive remedy available to AIIMS Mangalagiri and sole obligation of the Bidder , with respect to any delay in supplies as aforesaid.</p>	
<p>34. Arbitration / Resolution of disputes:-</p> <p>a) In the event of any dispute or difference(s) between the vendee (AIIMS Mangalagiri) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director AIIMS Mangalagiri who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.</p> <p>b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.</p> <p>34. Applicable Law & Jurisdiction of Courts</p> <p>a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.</p> <p>b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Mangalagiri (Andhra Pradesh, India).</p>	<p>Term 34 and 35 of the GTC shall be replaced with the following:</p> <p>We seek to replace the Dispute Resolution clause 33 with the following clause –</p> <p>DISPUTE RESOLUTION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprises)</p> <p>1. All and any disputes and claims, which cannot be fully and satisfactorily resolved or settled by the parties, shall at the request of either party, be submitted to, and be settled by arbitration of the sole arbitrator and if there is no concurrence on the appointment of the sole Arbitrator then it must be resolved by appointing three (3) arbitrators in accordance with the Arbitration and Conciliation Act, 1996 or any other statute as may be in force for the time being. In case the dispute is referred to a panel of three (3) arbitrators, each party shall appoint one (1) arbitrator and the two (2) arbitrators so appointed by the parties shall appoint the third arbitrator. The venue of arbitration shall be Bangalore.</p> <p>2. Nothing contained in this clause will preclude either party from applying for and obtaining any injunctive, prohibitor, or other similar urgent or interim relief from a competent Court of law.</p>	<p>All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Vijayawada</p>

(Signature)

	<p>35. Applicable Law & Jurisdiction of Courts</p> <p>a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.</p> <p>b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Bangalore.</p>	
<p>Note provided</p>	<p>36. Delivery, Warranty, Limitation of Liability. The following shall be added as Clause 36 of the GTC:</p> <ol style="list-style-type: none"> 1. AIIMS Mangalagiri shall give Bidder fifteen (15) days advance notice of the quantities of Product(s) needed for its use. The title to and the risk over the Product(s) shall pass on to AIIMS Mangalagiri upon the decantation thereof into the storage tank. Buyer shall be responsible for administering of Oxygen IP to its patients, management of inventory/product level and operation of the Equipment. 2. Notwithstanding anything stated herein or in any other document exchanged between the parties, there are no express warranties by contractor/supplier (other than warranty of title as provided in the Sale of Goods Act) or will be implied or otherwise created, including without limitation, warranty of merchantability and fitness for specific purpose. 3. AIIMS Mangalagiri acknowledges that there are hazards associated with including without limitation, in the storage, use and handling of the cylinder and the Product thereof, and AIIMS Mangalagiri agrees that all its personnel concerned are aware of such hazards and take adequate precautionary measures for safe handling of the storage tank and also keep its employees required to 	<p>These points may be considered as a part of agreement with the selected vendor after the award of contract</p>

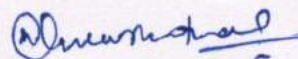
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	<p>handle the storage tank/cylinder/quad adequately insured against all injuries, disabilities or death arising out of usage thereof.. will be responsible for complying with all relevant reporting obligations under all applicable laws that are required from the presence of the Product supplied hereunder.</p> <p>4. Notwithstanding anything stated in this Agreement or in any other documents exchanged between the parties, Bidder's total liability under this tender/contract under all or any circumstances shall not exceed the total amount billed by Bidder to AIIMS Mangalagiri towards product supplies in the immediately preceding month under this tender/contract Parties shall not be liable under any circumstances for any indirect or consequential damages.</p>	
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(Rest of the terms stand the same and need to be strictly adhered to)

Note: All bidders may consider above comments/recommendations made by Tender committee while quoting the tender.

For details visit www.aiimsmangalagiri.edu.in, www.eprocure.gov.in.
Tender queries: admin.stores@aiimsmangalagiri.edu.in



Faculty In Charge (Central Stores),
For & on behalf of Director, AIIMS Mangalagiri