



No. AIIMS/JMU/Sports/2025/01

Date: 19/02/2025

M/s Surgefit Private Limited,
7th Floor, CO-DESQ, C-14 & C-24,
The Platina Heights, C- Block, Sector-62,
Gautam Buddha Nagar, Noida,
UP- 201301

Sub: Award of Contract for Setting up of Gym facility at AIIMS, Jammu.

Ref: NIT no. AIIMS/JMU/Sports/2024/01 dated 21st December 2024.

Sir.

In context to the subject matter and reference cited above, the bid submitted by your firm for Setting up of Gym facility at AIIMS, Jammu at the cost of Rs. 1,84,35,709.64/-, has emerged as the Lowest bid and, therefore, has been shortlisted for the award of contract to Lowest (L1) bidder for Supplying, Installation and Maintenance of Gym items/equipments, subject to the following terms and conditions:

- (i) That the Performance Bank Guarantee amounting to Rs. 18,43,570/- in the form of FDR or Bank Guarantee, valid for a period of 30 months from the date of issuance of LOI/AOC(Letter of Intent/Award of Contract) in favor of “**The Executive Director & CEO, AIIMS, Vijaypur, Jammu**”, payable at Jammu, shall have to be submitted within a period of ten(10) days from the date of issuance of LOI/AOC(Letter of Intent/Award of Contract). In case of extension of contract, the validity of PBG will be extended accordingly. Any penalty/fine/compensation due from the contractor shall be deductible from the Performance Bank Guarantee. The Performance Bank Guarantee is subject to deductions will be refunded within six(06) months after successful completion of the contract.
- (ii) That in case of failure on the part of your firm to Set up Gym facility at AIIMS, Jammu, as per the terms of the award/contract, the Institute shall be at liberty to forfeit the amount of Performance Bank Guarantee submitted by your firm and action as warranted under the terms of the Setting up of Gym facility contract shall also be initiated against your firm.
- (iii) That the items/equipment and accessories etc. supplied as a result of this contract/supply order shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned against each item in the tender document/supply order/your bid. The bidder will provide a warranty that the said item/equipment etc. would continue to conform to the description and quality aforesaid for a period of 2 years from the date of delivery/installation of the said item/equipment etc. to the buyer.



- (iv) That the following Critical time limit shall be adhered:-
- Supply and Installation of Gym items/equipments within 60 days from date of issuance of Letter of Intent/Award of Contract.
 - Comprehensive warranty period - 2 years from the date of successful installation viz. two-year onsite warranty and shall include delivery, onsite installation, and onsite training.
 - Frequency of visits of engineer/technical person to AIIMS during Warranty - One visit every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs/breakdown calls.
 - Submission of Performance Bank Guarantee and execution of the contract within 10 days from the date of issuance of Letter of Intent/Award of Contract.
 - Maximum time to attend any Repair call - within 24 hours.
 - Uptime in a year during warranty period - 95% of 365 days.
- (v) That the contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of the contracted delivery period will be at the sole discretion of the buyer, with the applicability of the LD clause.
- (vi) That in the event of the seller's failure to submit the guarantees and documents, supply the stores/goods, and installation of equipment as per the contract agreement, the buyer will at its discretion withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of the week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
- (vii) That the buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of the work, with the cost, terms & conditions remaining the same. The bidder is to confirm acceptance of this clause. It would be entirely the discretion of the buyer to place the repeat order or not.
- (viii) That your firm, after supplying the equipment, has to deposit the spares (if any) to the Incharge of the respective user Department (Sports Committee) which should be shown clearly in the Service Reports duplicate copy of which must be furnished to the AIIMS, Vijaypur, Jammu Store.
- (ix) That 100% payment will be made after successful completion of the work (delivery and installation), subject to submission of the following documents:-
- Ink signed copy of the bill in triplicate.
 - Ink signed copy of the commercial invoice
 - Copy of original supply order
 - Inspection note issued by the sports Committee of AIIMS Vijaypur, Jammu
 - Warranty certificate
 - Performance Bank Guarantee
 - DP extension letter if any



h. Details for electronic payment viz accounts holder name, bank name, branch name, IFSC code, MICR code.

- (x) That in reference to email dated 13.02.2025, regarding "Negotiation on CMC Rate and Rate Reasonability" and your response submitted thereon, you shall be providing CMC at the total cost of **Rs. 38,71,500/- (Rs. 12,90,500/- per annum)** for 3 years: after the expiry of 02 years of warranty period of gym items/equipments.
- (xi) That the payment shall be released through TSA. Mandate form is compulsory for release of payment.
- (xii) Anything which is/are not mentioned herein and is/are mentioned in the terms & conditions of the referred tender document, forms the integral part of the contract.

In case, the above is acceptable to you, you are advised to submit the duplicate copy of the award of contract, duly stamped and signed by you or your authorized representative within a period of seven (07) days, in token of having accepted the award of contract for Setting up of Gym Facility at AIIMS, Jammu, failing which, the award of contract shall be deemed to have been cancelled and withdrawn.

**Deputy Director (Admin)
AIIMS, Vijaypur, Jammu**

Copy to:-

1. MS & HoD, Department of IIA, Dean (Research), AIIMS, Vijaypur, Jammu.
2. Faculty In charge, Store Section, AIIMS, Vijaypur, Jammu.
3. Members of Sports Committee, AIIMS, Vijaypur, Jammu.
4. Accounts Officer, AIIMS, Vijaypur, Jammu.
5. Shri Shagun Ganotra, Assistant Store Officer, AIIMS, Vijaypur, Jammu
6. PA to ED & CEO, AIIMS, Vijaypur, Jammu.
7. PA to DDA, AIIMS, Vijaypur, Jammu.
8. Office Copy.