

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

BHUBANESWAR

(An Autonomous Institute of the Ministry of Health & Family Welfare, Govt. of India)

Sijua, Bhubaneswar-751 019

Tender Call Notice LPG Pipeline Connection

No.: AIIMS/BBSR/Engg/LPG/39/2013

Date: 17/05/2013

Sealed tenders in prescribed form are invited by the Institute in **double bid system** (Part 1: Technical Bid and Part 2: Price Bid/Financial Bid) from reputed authorized Executer of Oil Companies like IOCL/ BPCL/ HPCL for "Supply, Installation & Commissioning of LPG Pipeline Connection in the Laboratories of AIIMS, Bhubaneswar". The estimated cost of the work is Rs.4,17,685/-. The stipulated period of execution is 30 days. Prescribed tender documents may be downloaded from the AIIMS Website: www.aiimsbhubaneswar.edu.in. Offers in prescribed format in **double bid system** as laid down in the tender document should reach to the undersigned at the above address by **4th June, 2013 at 15.00 hrs**. The Technical Bid will be opened on the same day at 15.30 hrs in presence of tenderer(s) or their authorized representatives. **Terms & Conditions:** As laid down in the tender documents. The Director, AIIMS, Bhubaneswar reserves the right to reject any or all tenders without assigning any reason thereof.

Administrative Officer



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR
(An autonomous Institute of the Ministry of Health & Family Welfare, Govt. of India)
SIJUA, BHUBANESWAR-751 019
Website: www.aiimsbhubaneswar.edu.in
Sealed Tender Call Notice

No.:

Date 16/05/2013

Sealed tenders in prescribed forms are invited by the Institute in **double bid system** (Part 1: Technical Bid and Part 2: Price Bid/Financial Bid) from reputed authorised executors of Oil companies like IOCL/BPCL/HPCL for Supply, Installation and commissioning of LPG pipe line connection in the laboratories of AIIMS, Bhubaneswar, so as to reach the undersigned on or before **04.06.2013 (15.00 hrs.)**. time allowed for execution is 30 days estimated cost of the work = Rs. 4, 17, 685/-

EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY: An earnest money of Rs. 8500/- in shape of A/C payee Demand Draft/ Banker's Cheque of commercial bank in favour of "AIIMS, Bhubaneswar" payable at Bhubaneswar must be deposited along with the tender (only with price bid or in a separate sealed envelope. Please see more details).

SECURITY DEPOSIT (SD)/ Performance Security: The successful Bidder should deposit a security money @ 10% of the total value of the order to a minimum of ₹ 10,000/- within 30 days of issuance of the order, otherwise, the EMD/ Bid Security deposited with the tender will be forfeited and the order placed will stand as automatically cancelled (Please see more details).

General Terms and Conditions

This tender notice and all tender documents with general terms & conditions of the tender are also available in our website: www.aiimsbhubaneswar.edu.in and can be downloaded and used as tender documents for submitting the offer. AIIMS, Bhubaneswar shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever. In case of any discrepancy between the tender documents downloaded from Internet and the master copy available at AIIMS, Bhubaneswar office, the later shall prevail and will be binding on the Vendors/ Bidders. No claim on this account will be entertained. Vendors/ Bidders are requested to carefully study the terms and conditions and eligibility criteria before submitting the offers.

1) Eligibility of Bidders:

This invitation for Bids is open to authorized contractors of IOCL, BPCL, HPCL to execute LPG pipe line system. The contractor should have completed atleast one work of LPG pipe line work of 3.5 lakh within last five year from 04.06.2013. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2) Date of Receipt & Opening of Tenders/ Bids:

- | | | |
|--|---|--|
| a) Last date and time of receipt of tenders | - | 04.06.2013 up to 15.00 hrs. |
| b) Date, time & venue of opening of Technical bids | - | 04.06.2013 at 15.30 hrs.
in the Board Room of this Institute. |
| c) Date, time & venue of opening of price bids (Only of the successful technical bids) | - | 08.06.2013 at 11.30 hrs.
in the Board Room of this Institute. |

The name of the technically qualified Vendor(s)/ Bidder(s) against each item will be available in our Notice Board as well as on our website on **06.06.2013**. The reason of rejection of the technical bid of a firm for an item will also be available along with the names of the firm(s) qualifying the technical bid.

If the above stated opening or closing date(s) happens to be Govt. holiday(s)/bandh, the submission/opening of the tender will be on the next working day as per the time scheduled.

3) **Pre-Bid Conference:** A pre-bid conference will be held on **01.06.2013** in the Board Room of the Institute for the sophisticated and costly equipment /all items if necessary, for clarifying issues and clearing doubts about the term and conditions of the tender, specifications and other allied technical data. Interested vendors are requested to participate in the pre-bid conference at their own cost, if held before submitting the tenders. No payment for attending the pre-bid conference will be made by this Institute.

4) The interested bidders or their authorized agents may remain present on the above concerned Technical bid & Price Bid opening days at the scheduled time. Nobody will be allowed to participate in the opening of tenders without authorization letter. Representatives should bring the authorization letters from their respective vendors for attending the tender opening.

5) The number and quantity mentioned in the above Tender Notice is the probable number and quantity required to be executed. The same may be increased/decreased according to the requirement. The Director, AIIMS, Bhubaneswar has the right to order or not to order any number and quantity of any such articles. The Director, AIIMS, Bhubaneswar also has the right to divide/split the total order of an item among more than one party. Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in this bidding document. However, where the lowest acceptable bidder, against ad-hoc requirement, is not in a position to supply the full quantity required, the remaining quantity as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder. Decision of the Director of this Institute will be final and binding on all Vendors/Bidders.

6) **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Director may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment. Such amendment will be hosted on the website of the AIIMS, Bhubaneswar prior to the deadline for submission of the bids. All prospective bidders are expected to keep themselves updated with any possible amendments by regularly visiting the said website and such amendments will be binding on the bidders. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids. Any queries/clarifications regarding the contents of the Bidding Documents should be addressed to the Administrative Officer well in advance and should be received in this office before the scheduled pre bid meeting. Queries/clarifications should be sent in advance by Post/FAX/e-mail. The Purchaser, however, will not be liable for non-receipt of such queries, etc.

7) **Language of Bid:** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid and exchanged by the Bidder and the Purchaser, shall be written in **English language**.

8) **Documents Comprising the Bid:** The bid is required to be submitted in two parts with the bid letter. The first part is the Technical Bid and the second part is the Price/ Financial Bid. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid with their firm's seal. Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

9) **TECHNICAL BID:** This part of the tender shall include/contain all technical data, technical specifications, drawings and also the commercial terms and conditions of contract for the work to be executed and the services to be rendered **excluding any price details thereof**. Technical bid should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar items, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure, itemized list of spares and quantity (without price) recommended by the tenderer for purchase, term of price, mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the bidders. This part of the tender i.e. Part-I (Technical) shall be enclosed separately in an envelope duly sealed and super scribed with the Purchaser's tender number and the last date and time specified for receipt and opening indicated in the instruction sheet of this tender document. The bidder shall take special care NOT TO MIX UP the price of the materials in this part of the tender.

Bidders are required to submit their technical bids in the technical bid format supplied to them. The Technical Bid prepared by the Bidder shall include the following without indicating the price in the bid form.

- (a) **Technical Compliance Sheet & Service support details Form;**
- (b) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract as per eligibility contract if its bid is accepted.
- (c) Technical Bid along with the General Terms & Conditions of this tender duly signed in each page supplied to them.
- (d) **Agencies's authorization form from oil companies, Agency's experience form, Declaration- General, Delisting Declaration and Financial Status statement of the Manufacturer/Bidder for the last three financial years.**

The following documents in original (Self-attested with rubber seal, in case of photocopies) should also be enclosed along with the Technical bid. In case of photocopies, original documents for the following should be produced whenever required; otherwise tender submitted will be rejected at any moment.

- (i) Technical literatures, brochures etc. supporting the above specifications or facilities. The Bidders/Vendors are requested to highlight/underline the specifications in the Technical Brochure as per the specification wanted by AIIMS, Bhubaneswar.
- (ii) Authorization Certificate of the concerned company in your favour (or in favour of your firm for executing LP gas pipe line work you are a sub-agent) to sale /service/giving Annual Maintenance Service for the above item(s) should be enclosed along with the tender; otherwise the same will be rejected. If you are a sub-agent of a principal dealer of the main company, then a letter from the principal dealer for giving direct service/AMC to this Institute by them should be enclosed otherwise your offer will be rejected.
- (iii) Document supporting both past and present status of both the contractor.
- (iv) Valid up-to-date ITCC, STCC, PAN Card and Tax Index No. (TIN) allotment copy. Sales tax/ Service tax/ VAT returns/ ITR for last 3 years.
- (v) Valid proofs of executing LP gas pipe line work of 3.5 lakh from various Govt. /Semi-Govt. /P.S.U. etc. for supply and installation of the same make and model of scientific equipment. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender. Other than the rates quoted by the firms, priority of selection will be given on basis of these credential certificates.

10) The work to be executed at this Institute and properly installed.

11) **The rates are inclusive of excise duty/customs duty labour charge for installation, commissioning etc. and nothing extra is payable.**

12) **Guarantee/Warrantee:**

- a) Each equipment/article work should have at least one year guarantee/warranty or as per the guarantee/warranty card whichever is higher from the date of successful installation and commissioning at AIIMS, Bhubaneswar. Guarantee/Warranty for a shorter period will be rejected by the Purchaser as non-responsive. Preference in selection other than cost of the equipment (to be assessed by AIIMS, Bhubaneswar) will be given for those firms opted for guarantee/more years guarantee/warranty. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The guaranty/ warranty should be comprehensive on site, repair/replacement. Guarantee certificate should be submitted along with dispatch documents.
- b) The supplier should provide the **service manual, user manual & guarantee/warranty card** statutory clearance for use of gas pipe line along with the work, which should be handed over to the Administrative Officer of AIIMS, Bhubaneswar at the time of installation of the same. Payment can only be made after receipt of the service manual, user manual & guarantee/warranty card by the Administrative Officer of AIIMS, Bhubaneswar.

13) **PRICE/ FINANCIAL BID:** The Vendor(s)/Bidder(s) are required to type the tender form format supplied to them on their letter head and to fill up (by typing/hand written) the same and to submit the price list of the items (if any). **Any other rate quoted elsewhere except in the price format will not be considered for**

evaluation. Any price/ financial bid not given in the AIIMS, Bhubaneswar format will be rejected. **The performance statement form of the price/ financial bid may be filled up and submitted with the price bid along with supporting documents, failing which the tender will be cancelled.**

- a) The price should be inclusive of all taxes and duties which will be payable after successful completion of work insurance and other local costs incidental to delivery, installation/demonstration and onsite training of the goods to their final destination. Under no circumstances shall claim for any additional taxes, levies, etc., be entertained once the final contract is awarded on the basis of the rates quoted. Prices will remain firm till complete execution of the order.
- b) The rates quoted should be valid up to **31.03.2014**. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e mail). The bid security/ EMD at **Clause 22** shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- c) Price/ Financial bid must contain, not only the rates in figures, but must also be expressed in words. Any overwriting/using fluids/cutting in the Price bid will not be entertained. If there is any overwriting/using fluids/cutting in the price section then it should be authenticated (duly signed by the vendor near the same).
- d) Valid price proof of the company should be enclosed along with the price bid.

Taxes : Income tax shall be deducted at source as per rules at prevailing rates. Please furnish your permanent Income tax number. Quoted Rates shall be inclusive of all taxes. In case if any tax mentioned by bidder in technical bid the same will not be considered for evaluation. Irrespective of taxes/duties quoted by bidder in the tender, bidder shall be fully responsible for the payment of any and all taxes, duties, octroi, rates, cess, levies and statutory payments payable under all or any of the statutes etc. Variations of taxes and duties due to amendments to the Central/State enactments shall be to AIIMS, Bhubaneswar's account so long as it relates to the period after the opening of the price bid, but before the contracted completion period or the actual completion period, whichever is earlier and the vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cenvat/Input Tax credit, wherever applicable.

14) **Bid Currencies:** Prices shall be quoted both in Indian Rupees.

15) **Negotiation for Freight & Insurance for Optional item(s):** There will be no negotiation on freight and Insurance for optional item.

16) **EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY:** The EMD/ Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. An earnest money in shape of A/C payee Demand Draft/ Banker's Cheque of commercial bank in favor of "AIIMS, Bhubaneswar" payable at Bhubaneswar must be deposited along with the tender. **The EMD should normally to remain valid for a period of 45 days beyond the final bid validity period.** *Please mention your company name and address in the back side of the EMD instrument for our reference.* **The EMD to the unsuccessful Bidder(s)/Vendor(s) will be returned to them at the earliest (within 30 days) after expiry of the final bid validity or latest on or before the 30th day of the award of the contract or order whichever is earlier. The earnest money of the successful Bidder/Vendor may be adjusted on request of the Bidder/Vendor with the following security deposit/ performance security.**

Tender(s) without appropriate EMD will be rejected at the spot of opening of the tender and no reconsideration will be made. EMD will be opened with the price bid on the date of opening of price bid. The tender will be rejected in the spot of the opening of technical bid, if the technical bid contains any type of price information, information about the total EMD or contains the EMD. EMD/ Bid Security may be deposited with the Price/ Finance Bid or in a separate sealed envelope. The EMD/ Bid Security may be forfeited:

- a) If a Bidder withdraws, modifies, revises, deviates from its bid or any of the terms and conditions of this tender enquiry document during the period of bid validity specified by the Bidder on the Bid Form; or

17) **SECURITY DEPOSIT (SD)/ Performance Security:** The successful Bidder/Vendor should deposit a security money @ 10% of the total value of the order to a minimum of ₹10,000/- within 10 days of issuance of the order, otherwise, the EMD/ Bid Security deposited with the tender will be forfeited and the order placed will stand as automatically cancelled.

After receipt of the full Security Deposit/- in shape of A/C payee Demand Draft/ Banker's Cheque of a commercial bank in favor of "AIIMS, Bhubaneswar" payable at Bhubaneswar the same EMD draft or Bank Guarantee submitted by the Vendor/ Bidder with the tender will be returned through speed post/ regd. post. The EMD of the successful Bidder/Vendor can also be adjusted on request of the Bidder/ Vendor with the security deposit. Generally, the security deposit will not be refunded without satisfactory completion of all item(s) in all respect as per quality, quantity, and specification and after warranty period (one year) days, beyond the date of completion of all contractual obligation of the supplier including **warranty/guarantee and extended warranty/guarantee obligation** which will be calculated from the date of successful installation of the instrument/equipment/article. The security deposit/ performance security furnished by the Bidder/Vendor will be refunded as per rule.

18) The EMD/ Bids Security and Security Deposit/ Performance Security should be submitted in Indian Rupees only in shape of A/C Payee Demand Draft of any commercial bank in favour of "**AIIMS, Bhubaneswar**" payable at Bhubaneswar. **Security Deposit/ Performance Security** can also be deposited in the form of fixed deposit receipt from a commercial bank or through bank guarantee (format enclosed at **Annexure – 1**) of a commercial bank in an acceptable manner. However, the bank guarantee should be valid till satisfactory supply of all item(s) in all respect as per quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including **warranty/guarantee and extended warranty/guarantee obligation** which will be calculated from the date of successful installation of the instrument/equipment/article. Offers with EMD as Cheques/FDR or in any form other than specified above shall be treated as offers without EMD.

19) **Modification and Withdrawal of Bids (Prior to deadline only):** The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by telex or cable or fax or e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids. No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

20) **Opening and Evaluation of Bids:**

- (i) The Purchaser institute will open all Technical Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in bid details. Financial Bids of only Technically Qualified bidders will be opened in the scheduled date mentioned in this tender. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- (ii) During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. **However, no negotiation shall be held except with the lowest bidder.**
- (iii) **Preliminary Examination:** The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- (iv) Arithmetical errors in the financial bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, the **rate quoted in words will be taken as final** and shall be binding on the agency.
- (v) The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- (vi) Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties, etc., will be deemed to be a material deviation.

(vii) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

21) **Conversion to Single Currency:** Financial bid will be accepted only in case of INR.

22) **Evaluation & comparison of bids:** For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made.

23) **Contacting the Purchaser:** No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid without prejudice to any other action against such bidder as deemed fit by the Purchaser.

24) **Post qualification:** In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

25) **Award Criteria:** The Purchaser will award the contract or place the order to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. **L1 will be decided on overall lowest quoted delivered cost basis.**

26) **Purchaser's right to vary Quantities at the Time of Award:** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

27) **Purchaser's right to accept Any Bid and to reject any or All Bids:** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

28) **Order Acceptance:** The successful bidder should submit Order acceptance of the Purchase Order within 30 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited. Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

29) **Patent Rights:** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

30) **PENALTY CLAUSE:** On breakdown of the services, the maximum time to attend the complaint during warranty period i.e. one year for is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- will be charged to the contractor. Any rectification during the warranty/guarantee period should be done within 21 days from the date of report of the Service Engineer of the Manufacturer/Supplier for repair of the equipment in case of requirement of spare parts. Otherwise, the above penalty charges will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment. The Manufacturer/Supplier is bound to extend the warrantee/guarantee of the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, AIIMS, Bhubaneswar will claim no extension of warrantee/guarantee for the equipment lying idle due to break down for a total number of 24 days per year in the warranty/guarantee period. Both the Manufacturer/Supplier and their authorized service agent in this regard may furnish an undertaking along with the Price Bid.

31) Each page of the general terms and conditions supplied to vendor(s)/bidder(s) with the tender should be duly stamped and signed as a token of acceptance of all terms and conditions of the tender. No deviation in the terms and conditions of the tender notice will be accepted. The supporting documents should be duly stamped & signed by the Bidder/Vendor, otherwise it will be rejected. No retyping of the general terms and conditions supplied to you is accepted. So Please submit our original general terms and conditions duly stamped and signed along with the technical bid in our format.

32) **Incidental Services:** The supplier may be required to provide any or all of the following services, including additional services, if any at no extra cost:

- a. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

- c. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. Training if any, of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

f. Obtaining statutory clearance to operate and run LPG pipe line in the laboratory

33) Training: The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total pipe line and safety wherever indicated/necessary. Such training will be provided by the contractor on-site or as indicated in free of cost.

34) Time: Time for completing the work is 30 days. If work is not completed within the stipulated period and no extension at the period of supply is applied for and granted, this Institute reserves the right to execute the work from any other sources without sending any intimation of cancellation of the order placed with the Bidder/Vendor. If the Bidder/Vendor fails to execute the order(s) within the time period, as indicated in the tender for work or as mutually agreed to, the order will be cancelled and the security deposit will be forfeited by the AIIMS, Bhubaneswar. They will also be liable for all damages sustained by the Institute for non-completion of work including the liability to pay any difference between the prices accepted by him and those ultimately paid by the Institute for the work. The Director, AIIMS, Bhubaneswar-751019 will assess such damages and his decision in the matter will be final.

35) Subcontracts: The contract for supply cannot be sublet without the permission of the Director of AIIMS. If required & permitted, then the Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.

36) The equipment/article supplied should strictly confirm to the specification, grades etc. quoted by the firm or to the samples supplied by the firm and accepted by AIIMS, Bhubaneswar. If any of the equipment/article supplied by the Bidder/Vendor is found to be bad or unsound, un-merchantable, inferior in quality or not in accordance with the description or otherwise faulty or unfit for use or unwholesome, the price(s), of such equipment/article has already been made to the supplier, shall be refundable. If the payment has not been made, the tender will not be entitled to any payment whatsoever for such equipment/article.

37) Contract Amendments: No variation in or modification of the terms of the Contract/ Order shall be made except by written amendment.

38) Assignment: The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract/ Order, except with the Purchaser's prior written consent.

39) Termination for Insolvency: The Purchaser may at any time terminate the Contract/ Order by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

40) Governing Language: The contract/ order shall be written in **English language**. All correspondence and other documents pertaining to the Contract/ Order, which are exchanged by the parties, shall be written in the same language.

a Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice.

b Conditional quotations/tenders will not be considered.

c Incomplete tenders & tenders not made in the prescribed format /tenders without required documents/tenders without EMD/ EMD value found in Technical Bid will be rejected. Tenders submitted after the closing date and time will not be entertained and AIIMS, Bhubaneswar will not be responsible for refund of the same. The tender document is not transferable.

41) Other Important Clauses: This Tender is not transferable. All enclosed tender documents along with the Annexure / Attachments will form part of the tender. Tenderer(s) shall return the completed tender set duly signed and stamped at the end of each page in token of having read, understood and accepted the terms and conditions. All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be stamped and signed by the Tenderer or by a person holding Power of Attorney authorizing him to sign on behalf of the tenderer before submission of tender. The prices quoted by the Tenderer shall be firm during the

validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender. **Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.**

AIIMS, Bhubaneswar shall not be bound to accept the lowest tender and reserves right to accept any or more tenders in part. Decision of the Director, AIIMS, Bhubaneswar in this connection shall be final. AIIMS, Bhubaneswar will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct or outcome of the bidding process. AIIMS, Bhubaneswar shall not be responsible for any expenses incurred by bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process. Fax/e-mail bids shall not be accepted.

UNSOLICITED POST BID MODIFICATION

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation / exceptions. After tender submission due date & time/ extended due date & time (as the case may be) the bidders shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought/allowed on any deviations or exceptions mentioned in the bid unless discussed and agreed by AIIMS, Bhubaneswar in writing.

REBATE

No suo-moto reduction in prices quoted by bidder shall be permitted after tender submission due date & time/ extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.

42) **Liquidated damages:** The date of completion mentioned in the order should be strictly adhered to, otherwise the Director, AIIMS, Bhubaneswar reserves the right not to accept the work in part or full and to claim liquidated damages @ 1% per week or part thereof subject to a maximum of 10% of the total value of the supply order.

43) Merely, issue of tender documents to the intending bidders or submission of tenders by the bidders does not make them eligible for award of the order. Vendors/Bidders are requested to carefully study the terms and conditions and eligibility criteria before submitting the offers.

44) If any cheating or forgery is found at any moment, the Director, AIIMS holds the right to forfeit the EMD or Security money and is empowered to take legal action as deemed fit. AIIMS, Bhubaneswar reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by its Director, in case of withdrawal of offer at any stage, non - acceptance of LOI/ PO or non - execution of order or any other breach of tender terms and conditions. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Director, AIIMS, Bhubaneswar shall be final and binding.

45) The TECHNICAL BID, PRICE/ FINANCIAL BID and EMD after properly sealed (preferably wax/ cello tape seal) in three **separate** envelopes (super scribed as TECHNICAL BID/PRICE BID/EMD FOR Supply, installation and commissioning of LPG pipe line connection in the laboratories of AIIMS, Bhubaneswar should be sent in a single sealed (preferably wax/ cello tape seal) envelope super scribed as **“Supply, installation and commissioning of LPG pipe line connection in the laboratories of AIIMS, Bhubaneswar”** to the Administrative Officer, AIIMS, Bhubaneswar-751 019. **It may be noted that if any tender received without super-scribing the above, then that tender /quotation will not be opened i.e. it will be rejected.** If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. Please send your above sealed tender(s) preferably by Govt. Registered / Speed Post. Tender(s) can also be submitted in the office of the undersigned on any working day between 10.00 hrs. to 15.30 hrs. against receipt / acknowledgement on or before closing date and time. AIIMS, Bhubaneswar shall not be responsible for any postal delay/any other difficulties in receipt and submission of tender within the above stipulated dates. **Tenders received by fax /e-mail will not be entertained.**

46) The Director, AIIMS reserves the right to accept/reject any/all the tenders in part or in full without assigning any reason thereof. The Director, AIIMS, Bhubaneswar is also not bound to accept the lowest or any bid under this tender process. AIIMS, Bhubaneswar reserves the right to reject offers not meeting its Technical requirements and commercial conditions. Orders will be finalized on overall lowest quoted delivered cost. Bids

shall be evaluated on the basis of landed cost at site, including all duties, taxes, freight etc. AIIMS, Bhubaneswar reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. AIIMS, Bhubaneswar reserves right to accept any or more tenders in part. Decision of AIIMS, Bhubaneswar in this regard shall be final and binding on the bidder. No disputes could be raised by any tenderer(s) whose tender has been rejected. AIIMS, Bhubaneswar shall follow purchase preference / price preference as per prevailing guidelines of Government of India.

47) The court situated at Bhubaneswar/Cuttack shall have jurisdiction to decide any dispute or litigation, if arises in future, beyond the above-mentioned rules and regulations. The resultant contract will be interpreted under Indian Laws.

The Bidders/ Vendors are requested to sign on each page of the General Terms & Conditions as a token of their acceptance of the terms & conditions of AIIMS, Bhubaneswar. They are requested to give their offer as per the price/ financial format supplied with this tender notice on their letter head. The tenders/ quotations not submitted in the Technical & Price format will be rejected. Please submit this tender notice (you may submit the same copy received from this office or you can retype this tender notice without any modification) duly signed on each page otherwise your tender will not be considered.

Please sign the following undertaking otherwise your tender will not be accepted.

I/We hereby undertake to abide by all the rules and regulations formulated by AIIMS, Bhubaneswar and mentioned in the Tender Notice of AIIMS, Bhubaneswar. I/We also undertake to follow the final decision taken by the Director, AIIMS, Bhubaneswar in case of any dispute in future.

Name of the Vendor/Bidder:

Name of the Manufacturer/Foreign Principal Address:

Tel. No(s):

Fax No(s):

Mobile: E-mail:

Full Signature (authorized signatory):

Seal of the Firm

Sd/-

Administrative Officer

N.B.: Please submit these general terms and conditions duly signed and stamped in each page along with the technical bid failing which your offer will be rejected.

Enclosure:

Bid Letter Format

Technical Bid Format

Price bid format

Performance Statement Form

EMD/ Bid Security F as Annexure-1

Security deposit/ performance Security Form as Annexure-2

Specifications of the Equipments

BID LETTER FORMAT

Ref. No.....

dated

To

The Administrative Officer,
AIIMS,
Bhubaneswar- 751 019

Sub.: Supply, installation and commissioning of LPG pipe line connection in the laboratories of AIIMS, Bhubaneswar your Sealed Tender Notice No.

Sir,

We, the undersigned agency, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document. Our offices are equipped with adequate facilities for Supply, installation and commissioning of LPG pipe line connection in the laboratories of AIIMS, Bhubaneswar. All prices mentioned in the PRICE/FINANCIAL BID is in accordance with the terms and condition specified in the bidding document and extant statutes/rules etc. All the prices and other terms and conditions of this proposal are valid up to **31.03.2014**. We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per the terms and conditions mentioned in the above tender.

We enclose herewith the complete Technical Bid as required by you. However the price/Financial bid and the required EMD/ Bid Security in separate sealed covers which are to be opened **on 04.06.2013**, if our Technical bid found to be successful.

Certified that we are:

A sole proprietor firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor, **or**

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

or

A company and the person signing the tender is the constituted attorney. **or**

A consortium of companies with the primary party designated in Annexure A and the person signing the tender is the constituted

attorney or authorized signatory of the primary party.

Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

Date:

Agency)

Full Address:

Telephone No(s):

Fax No(s):

E-mail:

Website:

Details of Enclosure :

(Signature of the authorized person of the

1)

2)

3)

Agency's Experience Form
(To be submitted in Manufacturer's/Bidder's Letter Head)

Clients Details where such items/facilities have been supplied/ installed/ commissioned have been undertaken

Name & Address of Client :

Type of Client :

Address:

Tel. No(s):

Fax No(s):

E-mail:

Details of Items supplied/installed:

Quantity:

(Documentary evidence in respect of each client to be enclosed)

Signature with Seal of the Manufacturer/

Bidder Place:

Date:

DECLARATION-GENERAL

(To be submitted in Manufacturer's/Bidder's Letter Head)

To
THE DIRECTOR
AIIMS
Bhubaneswar – 751 019

WE HEREBY DECLARE THAT WE HAVE READ & UNDERSTOOD
ALL THE GENERAL TERMS & CONDITIONS, TECHNICAL SPECIFICATIONS
ETC. MENTIONED IN THE ABOVE TENDER AND THE SAME IS ACCEPTABLE TO US AND WE
WILL ABIDE BY THE SAME.

Signature with Seal of the Manufacturer/

Bidder Place:

Date:

DELISTING DECLARATION

To
THE DIRECTOR
AIIMS
Bhubaneswar – 751 019.

We M/s_____ hereby declare/clarify that we have not been banned by any Government or quasi Government agencies or Public Sector Undertakings.

NOTE: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details. If this declaration is not given along with un-priced bid, the tender will be rejected as non-responsive. Bidder to type the above on his letter head and sign.

Signature with Seal of the Manufacturer/ Bidder

Place:

Date:

**AIIMS, BHUBANESWAR
PERFORMANCE STATEMENT FORM**

Name **&** **Address** **of** **the**
Firm.....

....., **Tel.** **No(s)**
....., **Fax** **No(s)**
..... **Website**

Order placed by (full address Of purchaser)	Order No. And date	Description and quantity of ordered article commissioned	Price	Date of completion of delivery/ commissioning as per Contract/ Actual	Remarks indicating reasons for late delivery/ commissioning, if any	Has the article been installed/ commissioned Satisfactory? (Attach a certificate from the purchaser/Consignee)	Contact Person along with Tel. No., Fax No. & email address

Place :

Date :

Signature with Seal of the Vendor/Bidder

(Strike out whichever is not necessary)

(Valid proofs of any orders with price received from various Govt. /Semi-Govt. /P.S.U. etc. for supply and installation of the same make and model of scientific equipment. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender. Other than the rates quoted by the firms, priority of selection will be given on basis of these credential certificates.)

EMD / BID SECURITY FORM

To:

The DIRECTOR

AIIMS

Bhubaneswar – 751 019.

Whereas (hereinafter called “the Bidder”) has submitted its bid dated.....
(Date of submission of bid) for the supply of..... (Name and/or description of the goods)
(hereinafter called “the Bid”) of AIIMS, Bhubaneswar – 751 019.

KNOW ALL PEOPLE by these presents that WE (Name of bank) of..... (Name of country), having our registered office at (Address of bank) (Hereinafter called “the Bank”), are bound unto AIIMS, Bhubaneswar (Name of Purchaser) (Hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

- a. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - i Fails or refuses to execute the Contract/ Order Form if required; or
 - ii Fails or refuses to furnish the performance security deposit, in accordance with the Purchase Order of AIIMS, Bhubaneswar.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Name of Bidder

SECURITY DEPOSIT / PERFORMANCE SECURITY FORM

To:

The Director

AIIMS,

Bhubaneswar – 751 019.

WHEREAS (Name of Supplier) Hereinafter called "the Supplier" has undertaken, in pursuance of Contract/ Order No..... Dated,.....of AIIMS, Bhubaneswar – 751 019 to supply

..... (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract/ Order No that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract/Order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the above Contract/Order and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature and Seal of Guarantors

.....

.....

.....

Date.....

Address:.....

.....

Financial Bid

Name of Work - Supply, Installation and commissioning of LPG pipe line connection in the laboratories of AIIMS, Bhubaneswar

SL No.	Particulars	Unit	Qty	Rate	Amount
1	M.S.Manifold – 50 connections (Tata make)	LS	1		
2	M.S.Heavy Duty Pipeline (3/4" size) in side lab. Gas Bank upto lab. (Tata/Jindal make).	Feet.	315		
3	M.S.Heavy Duty Pipeline (1/2" size) in side lab.(Tata/Jindal Make)	Feet.	1120		
4	20 PSI Regulator	No.	8		
5	Master Main Valve	No.	16		
6	D.B.C	No.	8		
7	N.R.V	Nos.	50		
8	F. Valve	Nos.	8		
9	Cylinder Pigtail	Nos.	53		
10	Cylinder Adopter	Nos.	50		
11	M.C.F.C. Nut	Nos.	6		
12	Burner Pigtail	Nos.	86		
13	N.C.Valve	Nos.	86		
14	Table Terminal – 2 way	Nos.	66		
15	Table Terminal-1 way	Nos.	21		
16	Table Terminal Tap	Nos.	153		
17	Table Terminal Plate	Nos.	87		
18	Bunsen Burner	Nos.	153		
19	Rubber Tube	Nos.	153		
20	Clamps	Nos.	170		
21	Heavy unit Single gas Range chullah made of M. S Angle frame top and body pipe made of 304 qty Non- magnetic stainless steel sheet 16 sqg, 18swg,20swg,duly polish finish with 1 no. Torch Burner, Pilot burner, N. C. Valve, Pipe line, Copper pigtail, Gas inlet socket, S. S. vertical leg, with adjustable feet and cast ring including cast iron heavy pan supporter with all fitting.	Nos.	1		
22	Colouring with Red Oxide all MS pipes	L.S	1		
23	Installation charges including cost of transportation, welding, testing & training etc. and safety certification and other certificate for authority	L.S	1		

The technical specifications are furnished below:-

Sl.No.	Item	Technical Specifications
1	M.S. Manifold – 50 connections (Tata make).	Heavy duty seamless pipe, tested as per Standards of OITC.
2	M.S.Heavy Duty Pipeline (3/4” size)	Stream pipe or seamless or ERW Class “C” Minimum.
3	M.S.Pipeline ½” size	Stream pipe or seamless or ERW Class “C” Minimum.
4	20 PSI Regulator	0-8 kg/hr. Inlet pressure 22 MM and outlet pressure 3/8” BSP.
5	Master Main Valve	S.S.ball valve.
6	D.B.C	Pure Synthetic Rubber tube with SS/MS plated wire braiding and tested as per OITC
7	N.R.V	Non-Return Valve with IP →7/8” OP →7/8”
8	Cylinder Pigtail	High pressure commercial hose as per OIT6 requirement.
9	Cylinder Adopter	IP→22MM OP→3/8”
10	M.C.F.C. Nut	As per requirement
11	Burner Pigtail	High pressure commercial hose as per OIT6 requirement.
12	N.C.Valve	IP→1/2” BSPTM OP→3/8” CU.
13	Table Terminal – 2 way	2 Side open terminal block made of brass
14	Table Terminal-1 way	1 side open terminal block made of brass
15	Table Terminal Tape	Brass make on/off valve.
16	Table Terminal Plate	Brass make
17	Bunsen Burner	Brass make with Nozzle.
18	Rubber Tube	Suraksha/Basant/ (ISI marketed) united / Bombay foods

Terms & conditions:-

1. Authorised and approved Contractor of HPCL & IOCL.
2. Contractor should be a vendor of any of the Oil Company.
3. Firm should be registered with DIC, Government of Odisha.
4. Experience in similar work. He should have completed are work of Rs. 3.5 lakh since last 5 days for 04/06/2013.