

Tender form No. NILT: 1/2012-13
All India Institute of Medical Sciences, Bhubaneswar

No. AIIMS/BBSR/Almirah/

Dated 01 -04-2013

Notice Inviting Limited Tender

Sealed Limited Tenders are invited on behalf of Director, AIIMS, Bhubaneswar from reputed/registered firms for providing 50 nos. of Steel Almirahs for AIIMS, Bhubaneswar as specified in the Annexure-II. The method of submission of tender, amount of Earnest Money and General Terms and Conditions applicable to supply has been mentioned in Annexure I. The supply is to be performed strictly as per specifications given in Part I of Annexure II. The terms and conditions specific to the supply have been mentioned in Part II of Annexure II. The proforma for submission of tender has been given in Annexure III to this Notice Inviting Limited Tender. The schedule of tender is given as under.

2. Schedule of Tender

Tender No: NILT: 1/2012-13

Last date and Time of receiving of tender document: 15 -04 -2013 1400 Hrs.

Amount of Earnest Money to be deposited as per Annexure I: Rs.10,000/- (Rupees Ten Thousand only).

Total Estimated Cost: Rs 2, 50, 000/- (Rupees Two Lakh Fifty Thousand) only

Date & Time of Opening of Tender: 15/04 /2013 at 1500 Hrs

Venue of opening of the tender: Administrative Office, AIIMS, Sijua, Bhubaneswar

3. The tender documents will be available on website www.aiimsbhubaneswar.edu.in . The same can be downloaded and used as tender documents for submitting the offer.

4. The tenders completed in all respects must in all cases be received in this office on or before date and time indicated in the Schedule of Tender in Para 2 above. The tenders received after the scheduled date and time will be rejected outright. All tenders should be sent by registered or speed post or by hand only so as to reach the undersigned on or before the scheduled date and time indicated in the Para 2 above. This office is not responsible for any kind of delay for receipt of tender within specified date and time and the tenders received after the scheduled date and time will be rejected outright. Only one tender should be kept in one cover. The tender is not transferable.

5. The number of items to be procured can be increased or decreased at the discretion of the competent authority.

Administrative Officer
AIIMS, Bhubaneswar

Tender form No. NILT:1/2012-13
All India Institute of Medical Sciences, Bhubaneswar

ANNEXURE-I
GENERAL TERMS AND CONDITIONS

Sub:-Notice Inviting Limited Tender Brochures for providing of Almirahs for AIIMS, Bhubaneswar.

1. Parties: The parties to the Contract are the supplier (the tenderer to whom the work has been awarded) and the AIIMS, Bhubaneswar.

2. Address: For all purposes of the contract including arbitration there under, the address of the supplier mentioned in the tender shall be the final unless the supplier notifies a change of address by a separate letter sent by registered post with acknowledgement due to the AIIMS, Bhubaneswar. The supplier shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Bid Security:

3.1 The successful tenderer has to deposit a security equivalent to 5% of the tender amount in the shape of bank draft payable in favour of Director, AIIMS, Bhubaneswar or FD/Bank guarantee pledged to in favour of Director, AIIMS, Bhubaneswar within 7 days of acceptance of the tender.

3.2 No request for transfer of any previous deposit of Bid or Performance Securities or payment of any pending bill held by the AIIMS, Bhubaneswar in respect of any previous work will be entertained.

3.3 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case tenderer fails to observe and to comply with any stipulations made herein or backs out after quoting the rates, the aforesaid amount of Bid Security will be forfeited to the Government.

3.4 The tenders without Bid Security Deposit will be summarily rejected.

3.5 No claim shall lie against the Government /AIIMS, Bhubaneswar in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Preparation and submission of Tender: The tender should be submitted along with EMD. The envelope should be superscripted with "Tender Number" and subject of Tender.

5. Signing of Tender : Individual signing the tender or other documents connected with contract must specify whether he signs as:

(a) a 'sole proprietor' of the concern or constituted attorney of such sole proprietor,

(b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or a principal officer duly authorized by the Board of Directors of the company, if it is a company.

Note below

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed alongwith the tender.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents, forming part of the tender, on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing has no authority to do so, the Director, AIIMS, Bhubaneswar may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The tenderer should sign and affix his/her firm stamp on each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer same will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER. (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the AIIMS, Bhubaneswar as necessary.)

6. Price Bid:

- 6.1 The Price Bid should be submitted in form given in Annexure III.
- 6.2 A consolidated price including taxes should be quoted. The price quoted shall be firm and final and nothing extra is payable.
- 6.3 Taxes, if any, to be paid need to be duly indicated in the bid otherwise no extra payment would be made for this purpose.
- 6.4 Terms of payment as stated in the Tender Document shall be final.
- 6.5 At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of such payment.

7. Validity of the bids :

The bids shall be valid for a period of six month from the date of opening of the tenders and can be extended by competent authority on month to month basis .This has to be so specified by the tenderer in the price bid.

8. Opening of Tender :

The tenderer is at liberty either himself or authorize not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification. On the date and time indicated in the "Schedule of Tender", price bids will be opened and read out in the presence of tenderers' representatives.

9. Criterion for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of technical information furnished in tender and then on the basis of price information furnished in form given in Annexure-III . The price bid (Annexure III) of such firms found valid based on technical parameters. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inferences drawn during the meeting of this committee by the tenderers or their representatives will be their own view and the AIIMS, Bhubaneswar will not be responsible to abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in part II of Annexure II of this N.I.L.T.

10. Right of Acceptance:

10.1 The Director, AIIMS, Bhubaneswar reserves all right to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason, whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Director, AIIMS, Bhubaneswar in this regard will be final and binding.

10.2 Any failure on the part of the Supplier to observe the prescribed procedure and any attempt to canvas for the work will prejudice the Supplier's quotation.

11. Communication of Acceptance:

Successful Tender will be informed of the acceptance of his tender. Necessary Instructions regarding the amount and time provided for Security Deposit will be communicated.

12. Time Schedule of completing of work:

The work must be completed within a period of 15 days or time specified in the work order from the date of award of work as per schedule mentioned in Part-II of Annexure II.

13. Penalty: In the event of the Supplier failing to :

- (i) Observe or perform any of the conditions of the work as set out herein ,or
- (ii) Execute the work in good and workmen-like manner and to the satisfaction of and by the time fixed by the AIIMS, Bhubaneswar;
- (a) It shall be lawful for the AIIMS, Bhubaneswar in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that Supplier is able to do and will duly observe the said conditions and in the latter even to reject or remove, as the case may require any work executed otherwise than in a good and workman like manner to the satisfaction of and by the time fixed by the AIIMS, Bhubaneswar and in both or either of the events aforesaid to make such arrangements as he may think fit for the reproduction of the work so removed or work in lieu of that so rejected or removed as aforesaid on account and at the risk of the Supplier.
- (b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, AIIMS, Bhubaneswar may charge the amount of such excess cost to the Supplier and the same may at any time thereafter be deducted from any amount that may become due to the Supplier under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the AIIMS, Bhubaneswar.
- (c) In the event of discovery of any error or defect due to the fault of the supplier at any time after the completion of work ordered, the supplier shall be bound, if called upon to do so, rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the AIIMS, Bhubaneswar. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected the AIIMS, Bhubaneswar shall have the power to deduct from any payment due to the Supplier such sum as he may deem expedient.
- (d) In the event of a work being wholly rejected, the AIIMS, Bhubaneswar may at its discretion either :
 - (i) Permit the Supplier to re-do the same within such time as he may specify at Suppliers own cost which shall include the costs of all sorts i.e. materials, labour, overheads, transportation etc, or
 - (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the supplier in which case the amount of extra cost, if any, shall be recovered from the Supplier in the manner provided in sub-clause (b) of this clause.
- (e) The powers of the AIIMS, Bhubaneswar under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract, vested in him as herein provided nor forfeiture nor forfeiture of deposit mentioned under clause above.
- (f) Since the work being awarded to the supplier is of important nature the time schedule given in clause must be adhered to failing which a penalty at the rate of **Rs 500/** per day per item of delay will be imposed which will be recovered in the manner stated in sub-clause (b) of this clause.

16. Natural Calamity, Strike etc:

In case of strike, combination of workmen or natural calamity of any kind, fire accidents or circumstances beyond the control of the firm causing stoppage of his work, whereby the delivery or completion of work may be suspended resulting in undue delay without penalty, AIIMS, Bhubaneswar shall have the power during such stoppage to get the work done elsewhere without charging the supplier. No obligation will rest on AIIMS, Bhubaneswar to pay for any portion of the work undertaken before such a stoppage. The supplier shall provide every facility for removal and use of materials as may be necessary for timely completion of the work.

17. Insolvency etc :

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the Director, AIIMS, Bhubaneswar shall have the power to terminate the contract without previous notice.

18. Breach of Terms and Conditions :

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefor and nothing will be payable by this AIIMS, Bhubaneswar in that event and the security deposit shall also stand forfeited.

19. Subletting of Work :

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the Director, AIIMS, Bhubaneswar, which he will be at liberty to refuse if he so thinks fit.

20. Right to Call upon Information Regarding Status of Work :

The AIIMS, Bhubaneswar will have the right to call upon information regarding status of work at any point of time.

21. Precautionary Measures :

21.1 While observing the economy in his costs in his own interest the Supplier must be careful that quality and cleanliness of the work is maintained as well as time schedule prescribed etc. should not be disturbed.

22. The Supplier must take every care to see that the work or any portion of thereof does not fall into unauthorized hands. Care should be taken to execute the work under proper security conditions and no spare item of work/copies should be retained/sold or otherwise made over by the Supplier or any of his staff member to any person/other than the person(s) authorized by the AIIMS, Bhubaneswar.

22.1 Samples

The following should be kept in view while supplying samples of work done in the past or material proposed to be used have been sought for in Part-I of Annexure-II.

Samples of work done in the past, if any sought for should be equivalent to the quality mentioned in the specifications provided in Part I of Annexure II, in sufficient quantity required for test as asked for and submitted alongwith the Price Bid only.

22.2 The tenderer should furnish a certificate on a separate paper certifying that the sample enclosed with is in accordance with specifications given in the Part-I of Annexure-II to the tender and he will be responsible for rejection/cancellation of contract if the sample is not found up to the mark or for civil/criminal proceedings if the material supplied is found substandard or not accordance with the sample furnished alongwith the tender at a future date.

22.3 Samples should be supplied free of charge and no case they will be returned.
Tenders without samples are liable to be rejected

22.4 The supplier must confirm that the stores/materials offered will conform to the specification in all respects. The mere fact that the competent authority has approved the samples (just by seeing it in a non-expertise way) will in no way absolve the supplier from supplying stores/materials of the different specifications. Where the stores/materials offered are not to the required specification the extent of deviation may be clearly indicated.

23 Attested photocopies of latest Income Return should be enclosed.

24. The tender is not transferable. Only one tender shall be submitted by one tenderer.

25 Terms of payment:

25.2 No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

25.3 The supplier shall submit the bill at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

25.4 All payments shall be made by cheque only.

25.5 The AIIMS, Bhubaneswar shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in proceeding para.

25.6 The term "payment" mentioned in this para includes all types of payment due to the Supplier arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

26 Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitrate tribunal consisting of a Sole Arbitrator to be appointed by the Director, AIIMS, Bhubaneswar. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or as mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at and shall be conducted in English. The provision of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

Administrative Officer
AIIMS, Bhubaneswar

AIIMS, Bhubaneswar
Annexure-II
Parameters and Technical Specification
Sub: Notice Inviting Limited Tender for providing of Almirahs for the AIIMS,
Bhubaneswar of posts Part-I
Parameters and Technical Specifications for executing the material.
Part – II

Sl. No.	Description	Quantity	Remarks
1	- Size of the steel Almirah: 66" x 33" x 21", 3 Shelves, Body thickness 24 gauge and door 22 gauge. - Pedestal height of 4 inch, Doors should be fitted with 3 hinges in each side. The Almirah should have one separate locker for storing valuables. - Paint is Oven Baked Powder coating of minimum 50 micron thick with approved shade and all components of the Wardrobe are anti – corrosion treated. - One hanger rod with 20mm dia Aluminium rod of length 33" fixed to vertical wall for keeping Over Coats, Jackets, Shirts, and Blazers etc. The other portion shall be fitted with adjustable shelves.	50 Nos.	The Almirahs to be supplied to the AIIMS Campus Hostels, Bhubaneswar.

Terms and conditions:

1. The firms' should be regd. Supplier.
2. Designs/Art/ Creative works are to be approved by this office before printing. Any printer not doing designing/ art work need not to submit the tender
3. If the successful tenderer fails to take up work by a date to be specified in the work order his tender offer will deemed to have been lapsed and the security money and earnest money will be forfeited.
4. Delivery of the goods has to be made at the O/o Director, AIIMS, Bhubaneswar at the cost of successful tenderer.
5. It will not be necessary to give one order for any of or all of items for entire year. The supply may be ordered in parts on requirement basis.
6. Subject to above terms and conditions, as also subject to terms & conditions laid down in Annexure I, award of work will be items wise and overall criterion of award of work will be the lowest bid (for particular items) amongst the Price bids of the tenderer which qualify the technical bids successfully.

Administrative Officer
 AIIMS, Bhubaneswar

AIIMS, Bhubaneswar
Tender form No. NILT:1/2012-13
Annexure – III

Sub: Notice inviting limited tender for providing of Almirahs for AIIMS, Bhubaneswar

Sl. No.	Description	Quantity	Rate per unit in Rupee (in figure and words)
1	Almirah as per specification laid down in Annexure II.	50 Nos.	

Undertaking

1. I/we undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the AIIMS, Bhubaneswar and shall abide by them.
2. I/we also undertake that I/we have understood “Parameters and Technical Specifications for conducting the work” mentioned in Annexure II and shall conduct the work strictly as per these “Parameters and Technical Specifications for conducting the work”.
3. I/we further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.
4. I/we also undertake that the Steel Almirah being supplied with Price Bid are in accordance with specifications given in the Part I of Annexure II to the NIT and I/we shall be responsible for rejection/cancellation of contract if the sample are not found up to the mark or for civil/criminal proceeding if the material supplied is found sub-standard or not accordance with the sample furnished along with the tender at a future date.

Dated 1st April 2013

(Dated signature of Supplier
With stamp of the firm)