## **Short Notice Tender**

## For

## "Revolving Stool"

## At

## All India Institute of Medical Sciences, Raipur

NIT No.	Store/Tender/Revolving Stool/1/2015
NIT Issue Date	24-06-2015
Pre bid Meeting	06-07-2015 At 03.00 PM
	Venue: Committee Hall, 1st Floor, Gate no5, G.E. Road, Tatibandh, Raipur-492099
Last Date of Submission	16-07-2015 At 03.00 PM
	Venue: Store Officer, AIIMS RAIPUR, Tatibandh, Raipur-492099
Tender Document Cost	₹ 2,280/- (Rupees Two Thousand Two Hundred Eighty Only) 14% VAT Including
Amount of Earnest Money Deposit (EMD)	₹ 31,350/-(Rupees Thirty One Thousand Three Hundred Fifty only)



### All India Institute of Medical Sciences, Raipur

Tatibandh, Raipur – 492099, Chhattisgarh Tele: 0771- 2971307, email: <u>store@aiimsraipur.edu.in</u> Website: <u>www.aiimsraipur.edu.in</u> & <u>www.tenders.gov.in</u>

### **Chapter I- Instruction to bidders**

On behalf of the Director, All India Institute of Medical Sciences, Raipur tenders in sealed cover are invited under two-bid system from manufacture and their authorised dealers/ distributors for providing **Revolving Stool** for AIIMS Raipur. You are requested to quote your best offer along with the complete detail of specifications, terms & conditions.

- 1. The interested manufactures and their authorized dealers/ distributors are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed **"Tender For Revolving Stool"** at AIIMS Raipur and should reach at the office of "The Store Officer, AIIMS, Tatibandh Raipur (CG) 492099, by or before on **03.00 PM** on **16-07-2015.** The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at **03.30** PM at AIIMS, Raipur. In the event of any of the abovementioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The date of technical evaluation of items and opening of financial bid of technically qualified agencies will be announced later.
- 2. The tender is in <u>two- bid system</u> i.e. Technical Bid & Financial Bid .The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various item(s) will be opened on a suitable date, to be intimated later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.
- 3. The technical bid and the financial bid should be sealed by the bidder in separate covers superscribed "<u>Technical bid for Tender for Revolving Stool</u>" and <u>"Financial Bid for Tender for Revolving Stool</u>" and <u>"Financial Bid for Tender for Revolving Stool</u>". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as <u>"Tender for Revolving Stool"</u>. The 'Technical Bid" will be analysed and 'Financial Bid' of only those firms who are found eligible in 'Technical Bid' will be opened in due course and the eligible firms would be intimated there of accordingly.
- 4. Tender document may be downloaded from this Institute's official website <u>"http://www.aiimsraipur.edu.in</u>" as well as <u>www.tenders.gov.in</u> and the tenderer shall deposit a separate Bank Draft/ Pay Order in favour of "All India Institute of Medical Sciences, Raipur" worth ₹ 2,280/- along with tender Document (Technical Bid). The tenders submitted <u>without tender cost or without EMD</u> shall be liable to be rejected summarily. The cost of the bid document is non-refundable.
- 5. Any future clarification and/or corrigendum(s) shall be communicated through Store Officer on the AIIMS, Raipur website: <u>www.aiimsraipur.edu.in</u> as well as <u>www.tenders.gov.in</u>.

Store Officer AIIMS, Raipur.

## <u>Chapter-II- Conditions of Contract</u> <u>General Terms and Conditions</u>

# Subject: - Short Notice Inviting Tender for Revolving Stool for All India Institute of Medical Sciences, Raipur.

#### 1. Earnest Money:

Earnest money by means of a DD/FDR/BG of ₹ **31,350/-(Rupees Thirty One Thousand Three Hundred Fifty only) may** be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay DD/FDR/BG may be prepared in the name of "All India Institute of Medical Sciences, Raipur".

- a) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof.In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

#### 2. Preparation and Submission of Tender:

The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "**Technical Bid for Tender for Revolving Stool** "and "**Financial Bid for Tender for Revolving Stool** ". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as **"Tender for Revolving Stool**"

#### 3. Signing of Tender:

The individual signing the tender or other documents connected with contract must specify whether he sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the 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.

#### N.B.

- 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 all 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 along with the tender.
- 2) In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
- 3) A person signing the tender form or any document 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 person so signing had no authority to do so, AIIMS, Raipur 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 firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer 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.

#### 4. Opening of Tender:

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at 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.

#### 5. Validity of the bids:

The bids shall be valid for a period of 120 day from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

#### 6. Right of acceptance:

AIIMS, Raipur reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

#### 7. Communication of Acceptance / Right of Acceptance:

AIIMS, Raipur, reserves all right to reject any tender including of those tenderers who fails 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 this Institute in this regard will be final and binding. Any failure on the part of the contractor to observer the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

#### 8. <u>Performance Security:</u>

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the **"All India Institute of Medical Sciences, Raipur".** The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt issued by any Scheduled Bank. Performance Security will valid till 60 days after completion of contractual obligations (including warranty period) under the contract.

#### 9. Delivery & Installation:

The Furniture shall be delivered within 30 days of issue of supply order. Satisfactory installation / commissioning and handover of the furniture will be completed within two weeks from the date of receipt of the furniture at the AIIMS, Raipur premises.

#### 10. Inspecting, Testing and Quality control

- I. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- II. The Purchaser reserves the right for stage inspection during manufacturing process, predispatch inspection or post-delivery inspection. The Purchaser as deemed fit shall resort to all these inspection or may waive off any of the inspection.
- III. Stage Inspection: The Supplier shall offer semi-finished product without paint for stage inspection supported with invoice & test report of major raw material as per relevant specification standards.
- IV. Before resorting to Bulk Manufacture, the supplier shall offer/send the prototype/actual finished sample for approval by the Inspector. The approval of Samples shall be in respect of workmanship and finishing and shall be without prejudice to the rights of purchaser/user to get random testing of items during pre-dispatch inspection or form the actual lot offered. In the event of the failure of the supplier to deliver the sample by the date specified in the contact or any other date agreed by the purchaser or in the event of rejection of the sample second time, the purchaser shall be entitled to cancel the contract and purchase the stores at the risk and cost of the supplier.

- V. The Inspector shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/ inspection authority in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re-inspection.
- VI. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, in his sole judgement, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.
- VII. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- VIII. The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- IX. Goods accepted by the purchase/AIIMS, Raipur and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchasers/AIIMS, Raipur's right to reject the same later.
- X. The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications. Further to above if on the goods being rejected by the Inspector or AIIMS, Raipur at the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery the Purchaser shall be at liberty to:-
- a) Require the Suppler to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being

entitled to any extra payment on that or any other account.

- b) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchase, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further instalment due under the contract, or
- c) Cancel the contract and purchase or authorised the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.
- d) The Inspector shall have the power:-
  - Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
  - To reject any goods submitted as not being accordance with particulars.
  - To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
  - To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work However if goods are accepted all cost incurred shall be born by the Purchaser.
  - Inspector's decision as regards the rejection shall be final and binding on the Supplier.

#### 12. <u>Liquidated Damages</u>

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% value of contract per week or part of the week for of delay supply .Once maximum 10% of contract value of delayed supply is reached, Purchaser may consider termination of the tender.

#### 13. <u>Authorization</u>

It must be mentioned clearly whether tenderer is a manufacturer/sole distributor/sole agent for the items for which he is quoting.

- a. Manufacturer must add a certificate that item(s) is manufactured by them as per range of products
- b. Sole Manufacturers must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private Organization and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.

c. Authorized agents must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals in Performa given in attach duly supported by a notarized affidavit on Indian Non Judicial Stamp Paper of Rs.10/- (Rupees ten only) that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.

#### 14. Force Majeure:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party hall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.

#### 15. 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 AIIMS, Raipur shall have the power to terminate the contract without any prior notice.

#### 16. Breach of Terms and Conditions:

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

#### 17. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

#### 18. <u>Right to call upon information regarding status of work:</u>

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

#### 19. <u>Terms of payment:</u>

100% payment of the total order value shall be released after the successful installation of the ordered goods against the submission of the satisfactory installation report by designated committee.

#### 20. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to the made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result 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 Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests 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 his 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 provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

#### 21. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

Store Officer AIIMS Raipur

## <u>Chapter III</u> <u>Specifications and allied Technical Details</u>

#### Minimum Technical Eligibility Criteria For prospective Tenderers:-

- 1. The firm should be registered and should have the turnover of atleast Rs. 5,25,000/amount in the last three financial years.
- 2. The firm has to submit a proof of turnover as mentioned above supported by attested by C.A. documentary materials.
- 3. The delivery of the items will have to be made at AIIMS, Raipur. No transportation and cartridge charges will be provided for the same.
- 4. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.
- 5. The firm has to submit a proof of turnover as mentioned above supported by attested documentary materials.
- I / We hereby accept the terms and Conditions given in the tender

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(Signature & Stamp of the bidder)

*Note- Please sign each page of document including terms & conditions & tender* 

### **<u>Chapter - IV Contract Form</u>**

### **TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING**

#### (Tenderer may use separate sheet wherever required)

#### (In separate sealed Cover-I super scribed as "Technical Bid")

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno- commercial bid
1.	Name & Address of Tenderer with phone number, email, name and telephone/mobile	Mention in Letter head		
2.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organisation	Mention in Letter head		
3.	Power of Attorney / authorization for signing the bid documents with his Photo & Sign.	Mention in Letter head		
4.	Please submit factory license for Manufacturing, Assembling and Supply of Revolving Stool.	Copy of Valid certificates		
5	Tenderer must provide evidence of having supplied government organizations, hospital / reputed private hospital, organizations/Public Limited Organization in India similar nature of items of atleast once of Rs. 3,50,000/- in the last three years.	<ul> <li>Copy of the all the Supply orders.</li> <li>Satisfaction certificates (along with contact details) from at least one institution.</li> </ul>		
6.	The average annual turnover of the bidder in the last three financial years should not be less than Rs. 5,25,000/	Copies of authenticated balance sheet for the past three financial years		
7.	A partner of the firm, if it is a partnership firm in which case he must have authority to execute the 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.	Undertaking <b>authorization letter</b>		
8.	Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped	Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. <b>Otherwise your</b> <b>tender will be rejected.</b>		

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno- commercial bid
9.	Permanent Account Number	Copy of the PAN Card		
10.	Please attach copy of last three years of Income Tax Return			
11.	VAT Registration	Please attach certificate		
12.	Please submit a notarised affidavit on Indian Non judicial stamp paper of <b>₹ 10/-</b> that no case is pending with the police against the Proprietor / firm / partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.			
13.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of ₹ 10/- that you have not quoted the price higher than previously supplied to any government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil these criteria, your tender will be out rightly rejected.			
14.	Details of the FDR/DD/BG of bid security (EMD) ₹ 31,350/-	FDR/DD/BG No: Date: Payable at:		
15.	Detail of cost of Tender for <b>₹ 2,280/-</b>	DD/Pay Order No: Date: Payable at:		

Note:

- i. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- ii. In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

#### (Dated Signature of the Tenderer with stamp of firm)

## **Declaration by the Bidder:**

- 1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms &condition of the contract, rules regarding purchase of Revolving Stool. I/we agree to abide them.
- 2. No other charges would be payable by AIIMS Raipur and there would be no increase in rates during the Contract period.

Place:....

(Signature of Bidder with seal)

Date:....

Name:

Seal:

Address:

#### MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

То

The Store Officer,

All India Institute of Medical Sciences Raipur

Dear Sir,

TENDER: \_\_\_\_\_\_

who we, \_\_\_\_\_ are established and reputable manufacturers of having and factories hereby at (name and address of agents) to bid, negotiate authorize Messrs. conclude and the contract with you against Tender No. for above goods manufactured the by firm No company or or individual other us. than Messrs. are authorized bid, negotiate and to conclude against this the contract in regard to this business specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to \_\_\_\_\_\_

Yours faithfully,

(Name)

For and on behalf of Messrs.

(Name of manufacturers)/Principal.

## Chapter-V

## **Financial Bid**

### (To be submitted on the letterhead of the company / firm) (In sealed Cover-II super scribed "Financial Bid")

S. No.	Item Description	Quantity	Unit Price in INR	Tax (if any)	Total Unit Price (including all taxes)	Total price (Unit price x Quantity)
1	Revolving Stool (as per given specification)	597 Nos.				
Warranty for One Years						
Grand Total						

- 1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
- 2. No other charges would be payable by the Institute.

Date: (Dated Signature of the Tenderer with stamp of firm) Place:

## <u>Chapter-VI</u>

## **Specification for Revolving Stool with foot rest**

- Tubular 4 legs based 25mm x 1.35mm with center support of 32mm x 1.25mm tubular pipe with SS revolving Top.
- Seat diameter 16"
- Height adjustable from approximately 480mm to 670mm by accurately machined screw mechanism.
- Legs fitted with rubber feet.
- Complete frame is pre-treated and power coated finish.



The Above photograph is for example only