Rate Contract

For

Refilling of Printer Cartridge

At

All India Institute of Medical Sciences, Jodhpur

NIT No.	:	Admn/RC/18/2014-AIIMS.JDH.
NIT Issue Date	:	19 th February, 2015.
Pre Bid Meeting	:	27 th February, 2015 at 11.30 AM.
Last Date of Submission	:	13 th March, 2015 at 3.00 PM.



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan Telefax: 0291- 2012978, email: <u>aoadmin@aiimsjodhpur.edu.in</u>

www.aiimsjodhpur.edu.in

Rate Contract

1. All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed bids for Refilling of Printer Cartridgeon Rate Contract Basisfor a period of one year which may be extendable upto three years, one year at a time. The estimated yearlyconsumption of Refilling of Printer Cartridgeis approximately<u>Rs.2.50</u> <u>Lakhs.</u> Interested parties may send their tender in sealed cover addressed to the Administrative Officer, All India Institute of Medical Sciences, Basni Phase - II, Jodhpur superscripted with the words "Rate Contract for Refilling of Printer Cartridge, replacement of Cartridge&PrinterAccessories" up to 3:00 PM on 09thMarch, 2015. The Quotations will be opened on13thMarch, 2015 at 04:30 PM at Conference Hall, Medical College, All India Institute of Medical Sciences, Jodhpur. The tenders received after the scheduled date and time will be rejected out-rightly.

2. The tender is in two - bid system i.e. Technical Bid & Financial Bid contains specification and allied Technical details and the Price Schedule of the various items detailed in "<u>Annexure III</u>". The technical bid will be opened on the designated date by the Institute. The financial bid containing the rate of various items will be opened on a suitable date, to be intimate later by the Institute 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 super-scribed "Technical bid for Rate Contract for Refilling of Printer Cartridge" and "Financial Bid for Rate Contract for Refilling of Printer Cartridge". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "Rate Contract for Refilling of Printer Cartridge". The 'Technical Bid' will be analyzed 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.

Schedule of Tender

Last date and time of receipt of tender	:	13 th March, 2015 at 03:00 PM
Amount of Earnest Money Deposit	:	Rs.5,000/-
		(RupeesFiveThousand only)
Date & time of opening of Tender Venue	:	13 th March, 2015 at 04:30 PM at Conference Hall, Medical College, AIIMS, Basni Phase-II, Jodhpur- 342005.
Pre Bid Meeting	:	27 th February, 2015 at 11:30AM at Conference Hall, Medical College, AIIMS, Basni Phase – II, Jodhpur

4. Tender document may be downloaded from this Institute's official website "http://www.aiimsjodhpur.edu.in".

5. The Parties interested for any clarification, kindly visit AIIMS Jodhpur in person on 27thFebruary, 2015 at 11:30 AM in Pre Bid Meeting.

Administrative Officer AIIMS, Jodhpur

General Terms and Conditions

1. Parties: The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and the AIIMS through Administrative Officer, All India Institute of Medical Sciences, Jodhpur for and on behalf of the Director, AIIMS, Jodhpur.

2. Earnest Money: Earnest money by means of a Bank Demand Draft of Rs.5,000/- (Rs. FiveThousand 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 Bank Demand Draft may be prepared in the name of "All India Institute of Medical Sciences, Jodhpur".

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) Tender shall not be permitted to withdraw his offer at any stage 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 to the AIIMS.

c) The Tenders without Earnest Money will be summarily rejected.

d) The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (copy of registration must be provide along with)

e) No Claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

3. Tender Fee:Tender fee will be Non-refundable amount of Rupees One thousand only (Rs. 1000/-) and the tenderer shall deposit a separate Bank Demand Draft in favor of "All India Institute of Medical Sciences, Jodhpur" along-with tender Document (Technical Bid). The tenders submitted without tender fee shall liable to be rejected summarily.

4. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.

5. Quotations qualified by such vague and indefinite expression such as "Subject to prior confirmation", "Subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional bid shall be rejected summarily.

6. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Jodhpur (http://www.aiimsjodhpur.edu.in). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

7. DOCUMENTS COMPRISING THE BID:The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

(a) Duly filled format of Technical Bid & required document proof as per Annexure – I.

(b) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.

(c) The technical bid should be accompanied by Demand draft of Rs. 1000/- (non-refundable) against tender fee and Demand Draft of Rs. 5,000/- (Rupees FiveThousand only) for EMD. The Demand Draft of tender fee and EMD should be prepare separately and drawn in favour of All India Institute of Medical Sciences, Jodhpur.

(d) Copy of Income Tax Return Acknowledgement for last Three years.

(e) Copy of PAN Card / Service Tax Registration.

(f) Copy of Sales tax / VAT registration certificate.

(g) Attested copy of deed of partnership, if the firm is a partnership concern of Memorandum and Articles of Association duly certified in case of Company.

(h) Certificate as per Annexure II.

(i) Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.

(j) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.

Financial Bid: The financial bid shall contain:

(a) Price Bid Form [As per Annexure - III] – Price must be quoted as per format specified, failing which tender shall be summarily rejected.

8. Signing of Tender : 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.

9. 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, Jodhpur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

10. 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.

11. **BID PRICES:**

(a) It should be submitted in form given in <u>Annexure III</u>. The price quoted will be exclusive of taxes and inclusive of all applicable charges (i.e. packing, forwarding, postage and transportation) at F.O.R. AIIMS, Jodhpur and shall be fixed and final. Taxes, as applicable will be extra, which will separately quoted in the bid, At the time of payment Income Tax or any other Tax payable shall be deducted at source.

(b) The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the Institute.

(c) The rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

12. TECHNICAL EVALUATION:

(a) Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.

(b) The Institute may call the responsive bidders for discussion to facilitate and assess their understanding of the scope of work and its execution. However, the Institute shall have sole discretion to call for discussion.

(c) AIIMS Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

13. FINANCIAL EVALUATION:

(a) The financial bid shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The institute shall inform the date, place and time for opening of financial bid.

(b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

(c) The AIIMS Jodhpur does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

14. Award of Contract: The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

15. Opening of Tender: The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.

16. Validity of the bids: The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be specified by the tenderer in the financial bid.

17. Contract Period: The rate contract for Refilling of Printer Cartridgeinitially for a period of (1) one year and can be continued / renewed for further (1) year at a time maximum upto (3) three years subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Jodhpur and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

18. Right of acceptance: The AIIMS, Jodhpur reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

19. Payment clause: Payment will be done on monthly basis. Bill should be submitted at the end of every month for the number of refilling and other work carried out during the month. The vendor should keep proper record for goods/services duly certified by the concerned unit/user. No payment will be made for poor quality of work.

23. Performance Security: The Successful Contractor will be required to furnish an amount of Rs. 25,000/ - (Rupees Twenty Five Thousand Only) as a performance security in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur" within 15 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

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.

In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited.

Performance Security will be discharged after completion of contractor's performance obligations under the contract.

24. 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, either party may, at least option to terminate the contract.

25. 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, Jodhpur shall have the power to terminate the contract without any prior notice.

26. 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, Jodhpur in that event the security deposit shall also stands forfeited.

27. 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, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

28. Right to call upon information regarding status of work: The AIIMS, Jodhpur will have the right to call upon information regarding status of work / job at any point of time. To assist in the analysis, evaluation and computation of the bids, the Institute, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

29. Arbitration:If any conflict or difference arises concerning this agreement, its interpretation on payment to the made there-under, 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.

30. Legal Jurisdiction: The agreement shall be deemed to have been concluded in Jodhpur, Rajasthan and all obligations hereunder shall be deemed to be located at Jodhpur, Rajasthan and Court within Jodhpur, Rajasthan will have Jurisdiction to the exclusion of other courts.

31. Other Conditions:The successful firm will be required to do the work / job for a period of one year from the date of award the contract. AIIMS, Jodhpur shall, however, reserve the right to terminate the contract at any time without assigning any reason.

32. The quoting firm should be an authorized dealer/re-seller of H.P for refilling different toner cartridges and ink cartridges.

33. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.

34. The bidder should have experience of Refilling of Printer Cartage in a reputed organization for at least three years suitable documentary evidence to be supported along with the Tender application and the satisfactory performance certificate of the same is to be attached.

35. All material, machinery, manpower and consumables etc. required for the refilling & replacement shall bearranged by the vendor. Cost of all the items should be taken into consideration while quoting thecharges.

36. Sub-contractingofservices/outsourcingisnotallowed

37. After installing the refilled cartridges at the user location, in case, any problem is reported by theuser, it shall be the responsibility of the vendor to check the cartridge at the user location andrectifythe problem.

38. TheVendor should refill the cartage of printer within 24 hoursfrom the receipt of intimation

39. In case anycomplaintabout the refilled cartridge, the vendorshall refill the cartridge & replace the accessories free of cost within 8 hours.

40. It will be the sole responsibility of the contractor to refill the cartridge within stipulated time frame, otherwise, the Institute may impose penalty.

41. Quantities of the work may vary as peractual requirement.

42. Payment will be doneonmonthlybasis. Bill should be submitted at the end ofeverymonthfor theNumberofrefillingand replacement carriedoutduringthemonth. The vendorshould keep proper record for goods/services dulycertified by the concern department.

43. The vendorshall obtain the empty cartridges from the respective department in person and install the refilled cartridges in the respective machine within the time framementioned above.

44. Anydamagedcausedtotheprintersonaccountofleakagesofink/tonershallbebornebythevendor.

45. The quality of toner powder must be offinest quality and quantity must of as per standard procedure. Replacement of any accessories should be of same model & make.

46. All pages of the tender and related papers are to be duly authenticated by tenderer.

47. The tender application form and related documents along with Earnest Money is to be submitted in a sealed.

48. The firm should also have a valid TIN number, which should be mentioned.

49. The Tenderers should furnish a copy of S.T. /C.S.T./VAT registration number. Tenders not complying with this condition will be rejected.

50. Please indicate if you are currently registered with any Govt. Organization and if registered, furnish all relevant details.

51. VAT/ Taxes if payable extra should be clearly mentioned otherwise no VAT/Taxes charges will be paid.

52. Please states whether business dealings with your firm presently stand banned by any Government organization and, if so, furnish relevant details.

53. The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.

54. AIIMS, Jodhpur shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.

55. The firm should have an Office or a Branch Office located at Jodhpur. Availability of a responsible person on call on all working days between 09.00 Hrs to 18.00 Hrs.

56. The rate quoted by the participating Firm/Agency/Company should not be higher than the rates at which the items are being supplied by it to other Government Institutes/Ministries/Departments/PSUs. If subsequently it is found that the firm has supplied such items at higher rates to the All India Institute of Medical Sciences (AIIMS), Jodhpur, the excess amount shall be recovered from the Performance Security and/or from the pending bills of the firm along with a penalty of Rs. 500/- (Five Hundred) on firm on such occasion and shall be doubled on subsequent occasions.

57. Applicable taxes will be deducted at source at the time of settlement of bills. TDS certificate will be issued.

58. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.

59. The Tenderer shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS), Jodhpur while submitting the tender or at subsequent stage. Upon selection of the Tenderer, if at any stage, the documents furnished by him/her are found to be false, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.

60. The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for washing of the desired items even on short notice to AIIMS, Jodhpur.

61. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.

62. Each page of the Tender Notice should be signed and stamped by the bidder in token of having accepted the same.

63. The AIIMS, Jodhpur reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.

Inspection:

(a) The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

Administrative Officer AIIMS, Jodhpur

<u>Annexure – I</u>

TECHNICAL BID

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Tenderer / Bidder	Page No.	Remarks
1.	Name & Address of the Tenderer/ Bidder		
2.	Whether the Firm is located in Jodhpur (Rajasthan).		
	(Yes/No)		
3.	State clearly whether it is Sole proprietor or		
	Partnership firm or a company or a Government		
	Department or a Public Sector Organization		
4.	Details of the Earnest Money Deposit (EMD)		
	(Yes/No)		
	DD No.:		
	Dated:		
	Drawn on Bank:		
	Amount:		
	(Rupees		
)		
5.	Details of the cost of the Tender documents		
	(Yes/No)		
	DD No.:		
	Dated:		
	Drawn on Bank:		
	Amount:		
	(Rupees		
)		
6.	Whether each page of NIT and its annexure have		
	been signed and stamped		
7.	Whether Bidders have quoted for every size		
	mentioned in Chapter V (Yes/No) (If NO, then		
	please attach a list of quoted items with the		
	Technical Bid without indicating price)		
8.	List of Major Customer may be given on a separate		
	sheet and proof of satisfactory supply, if any		
9.	Last Income Tax Certificate		
11.	Copy of VAT/CST/ST Registration		
14.	Quality Assurance Certificate (Undertaking)		
15.	Have you previously work to any government /		
	private organization? If yes, attach the relevant		
	proof. (Also provide an affidavit that you have not		
	quoted the price higher than previously supplied		
	any government institute)		
17.	Permanent Account Number		
18.	Sale Tax Registration No.		
19.	TIN No. with Proof		

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20.	Whether copies of authenticated balance sheet for	
	the past three years enclosed	
21.	Name and Mobile Number of a Key person.	

• Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.

• 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)

Dated:

Place:

Annexure - II

CERTIFICATE

(To be submitted on letter head of the company/ firm)

I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I also certify that firm will be supplied the item as per the specification given by Institution and also abide all the terms & conditions stipulated in tender.

I also certify that the information given in bid is true and correct in allaspects and in any case at a later date it is found that any details provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may imposed any action as per NIT rules

Date: Place:

Name	:
Business Address	:
Signature of Bidder	:
Seal of the Bidder	:

Annexure - III

Financial Bid

Format for Financial Bid

(To be submitted on the letterhead of the company / firm)

S.No	Name of Item	Approximate quantity	Rate per refill.	Vat/Ta xes (Rs.)	Total Amount (Rs.)
1.	HP Laser Jet 1108 Printer (CC388A).	240			
2.	HP Laser Jet 1020 plus printer (Q2612A).	900			

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:

Place:

Name

Business Address :

:

- Signature of Bidder :
- Seal of the Bidder :