

Tender  
For  
Supply  
of  
Refrigerators  
At

All India Institute of Medical Sciences, Jodhpur

NIT No. : Admn/Tender/13/2014-AIIMS.JDH.  
NIT Issue Date : 17<sup>th</sup> October, 2014  
Last Date of Submission : 3<sup>rd</sup> November, 2014 at 03:00 PM.



**All India Institute of Medical Sciences, Jodhpur**

Basni Phase - II, Jodhpur – 342005, Rajasthan

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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 tenders for supply of Refrigerators at AIIMS Jodhpur. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

S. No.	Item Description	Quantity
1.	Refrigerators	26

(Refer Details as per Annexure – “I”)

Quotation should be sealed and superscripted with tender number and addressed to:

**“Administrative Officer**

**All India Institute of Medical Sciences, Jodhpur**

**Basni, Phase-II**

**Jodhpur-342005, Rajasthan”.**

The sealed quotations should reach the Institute, latest by 3<sup>rd</sup> November, 2014 at 03:00 PM and it will be opened on same day at 04:30 PM in the Conference Hall, Administrative Block, AIIMS, Jodhpur in the presence of the bidder(s) or their authorized representative(s), who will have to be present at the scheduled date and time.

### **Terms & Conditions**

1. **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 Supply of Refrigerators" and "Financial Bid for Supply of Refrigerators". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as **“Tender for Supply of Refrigerators”**.
2. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 16,000/- (Rupees Sixteen thousand only) by way of demand draft only. The demand draft shall be drawn in favour of **“All India Institute of Medical Sciences, Jodhpur”**. The demand draft for earnest money deposit must be enclosed in the envelope containing the technical bid. Bid(s) received without demand draft of EMD will be summarily rejected.
  - a) 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 stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
  - b) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
  - c) The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.

3. **Tender Fee:** Tender fee will be Non-refundable amount of Rs. 1,000/- (Rupees One Thousand only) by way of demand draft only. The demand draft shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**”. The demand draft for tender fee must be enclosed in the envelope containing the technical bid. The bid without tender fee will be summarily rejected.
4. **Rate :** Rate should be quoted in Indian Rupees (INR) on DOOR Delivery Basis at AIIMS, Jodhpur, Rajasthan, Inclusive of all the Charges, with break-ups as:
- Basic Cost.
  - VAT/CST.
  - Total Cost (F.O.R. at AIIMS, Jodhpur).

**The rates quoted should be indicated in words as well as in figures, as per format specified in Annexure – “IV”. In case of any discrepancy, rates quoted in words shall be considered as valid.**

5. **Taxes:** Any taxes if payable extra should be clearly mentioned otherwise no taxes/charges will be paid.
6. The Bidders may be required to demonstrate the quoted model of the refrigerator during the technical evaluation, if required, failing which their bids/offer shall be rejected. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.
7. **Opening of Tender:** The tenderer is at liberty either himself or to 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 tenderer should bring with him a letter of authority from the tenderer and proof of identification. The late received tenders by AIIMS, Jodhpur will be ignored. Further, AIIMS, Jodhpur does not accept any liability and responsibility for the tenders in case the same are not properly sealed and marked and/or sent as above.
8. **Specification:** The Contractor must confirm in writing that the goods supplied & installed by them shall be as per specification of goods mentioned in Annexure – “I” and in case of any variation, the contract shall be liable to be cancelled immediately. The Security cum Performance Guarantee will also be forfeited.
9. **Quality of goods:** The firm will be entirely responsible for quality of supplied goods/materials. The supplier should replace the rejected/ damaged stores within 10 days, failing which penalty will be imposed by the Institute.

**10. Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it will be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

**11. Warranty / Guarantee:** The bidder must quote for 10 years manufacturer warranty for compressor from the date of completion of the satisfactory delivery of the goods

**12. Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

**13. Delivery & Installation:** All the goods ordered shall be delivered & installed within 15 days from the date of issuing purchase order. All the aspects of safe delivery & installation shall be the exclusive responsibility of the supplier.

If the supplier fails to deliver & install the goods on or before the stipulated date, then a penalty at the rate of 2% per week of the total order value shall be levied subject to maximum of 10 % of the total order value.

**14. Right of acceptance:** 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. 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.

**15. Arbitration:** If any 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.

- 16. Payment Term:** The Bill in triplicate may be send to this office for settlement after satisfactorily delivery, installation and commissioning of the material. The bill should have full particulars of the items. No Payment shall be made in advance nor shall the loan from any financial institutions be recommended on the basis of the order of award of work. The Contractor shall submit the bill only after satisfactorily delivery, installation and commissioning of the material to the satisfaction of the AIIMS, Jodhpur. The case of issuing sanction and passing of bill for payment will be initiated on satisfactory installation & commissioning on issuance of Inspection certificate by the AIIMS, Jodhpur. No payment will be made for goods rejected.
- 17. 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 reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the EMD shall also stands forfeited.
- 18.** The Tenderers should furnish a copy of Service tax & Tin registration number. Tenders not complying with this condition will be rejected.
- 19.** The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.
- 20.** Bidder shall submit a copy of the tender document and addendum/corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender document.
- 21.** After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and it may be rejected.
- 22. Legal Jurisdiction:** Any disputes are subject to exclusive jurisdiction of competent court and forum in Jodhpur, Rajasthan, India only.
- 23. Applicable Law:** The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- 24. Force Majeure:** Any delay due to Force Majeure will not be attributable to the supplier.

**Administrative Officer  
AIIMS, Jodhpur**

**Annexure – I**

<b>S.NO.</b>	<b>Item</b>	<b>Specification</b>	<b>Qty.</b>
1	<b>Refrigerators</b>	<ul style="list-style-type: none"><li>• Model – Five Star Rating</li><li>• Capacity – 300 – 400 Ltr</li><li>• Frost Free</li><li>• Double Door</li><li>• Power Saver</li></ul>	26

## Annexure-II

**Technical Specification**

(In Separate sealed cover-I super scribed "Technical Bid")

1. Name of Firm/ Contractor/ Supplier	
2. Name of the owner(s) Partners (Attach Bio-data of all Partners)	
3. Complete Address	
4. Telephone no.	
a. Residence	
b. Office	
c. Mobile	
5. Details of EMD No. Date, Amount, and Bank name	
6. Details of Tender fee DD No. Date, Amount, and Bank name	
7. Whether the firm/ agency is registered, attached copy of the certificate of registration	
8. Service Tax Number	
9. PAN Number	
10. TIN Number	
11. VAT No. (enclose the attested copy of VAT Certificate)	
12. Name and address of Service Center Nearby AIIMS, Jodhpur	

(Signature of the Bidder)  
Along with Stamp of Firm/Company

Date:

Place:

**Annexure - III**

**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 the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

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

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :



**Financial Bid****Annexure – IV****Tender for Supply of Refrigerators**

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

S. No	Name	Unit	Qty Required	Make & Model	Rate per unit in Rs.	VAT/ Taxes	Total Amount
1	Refrigerators	Each	26				
<b>Total Amount in figure (Inclusive of all taxes and other charges)</b>							
<b>Total Amount in words (Inclusive of all taxes and other charges)</b>							

1. I/We have gone through the term & conditions as stipulated in the tender and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.
3. Quantity mentioned above is tentative, it may increase or decrease as per Institute requirement.

(Signature of the Bidder)  
Along with Stamp of Firm/Company