



All India Institute of Medical Sciences Jodhpur

Admn/ General/Purchase/28/2013-AIIMS.JDH

Chapter I- Instruction to bidders

Notice Inviting Tender

Subject: - **Procurement of Sanitary Item for a period of one year.**

All India Institute of Medical Sciences, Jodhpur invites sealed Tenders for purchase of Sanitary items as per the list enclosed at "**Chapter V**". The estimate yearly consumption of the Sanitary is expected around Rs. 5 lakhs. 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 "**Tender for supply of Sanitary items**" and complete in all respects should be dropped in the tender box up to 3:00 pm on 14th June 2013. The Quotations will be opened on the same day at 4.30 PM in the project cell office of All India Institute of Medical Sciences, Jodhpur. The tenders received after the scheduled date and time will be rejected outrightly.

2. The tender is in two- bid system i.e. Technical & Financial contains specification and allied Technical details and the Price Schedule of the various items detailed in "**Chapter V**". The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various items will be opened on a suitable date, to be intimate 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 "**Technical bid for Tender for supply of Sanitary Items**" and "**Financial Bid for Tender for supply of Sanitary Items**". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "**Tender for supply of Sanitary Item**". 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.

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(Signature of the Bidder
alongwith stamp of firm)



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The contract for procurement of Sanitary items can be continued/renewed for further year(s) subject to satisfaction of the All India Institute of Medical Sciences, Jodhpur and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

Schedule of Tender

Last date and time of receipt of tender	:	14 th June, 2013 at 03:00 PM
Amount of Earnest Money Deposit (EMD)	:	Rs. 10,000/- (Ten thousand only)
Date & time of opening of tender	:	14 th June, 2013 at 04:30 PM
Venue	:	Project Cell Office, AIIMS, Basni Phase-II, Jodhpur-342005.

4. Tender document may be downloaded from this Institute official website "<http://www.aiimsjodhpur.edu.in>" and the tenderer shall deposit a separate Bank Draft/ Pay Order/ Banker's cheque in favour of "All India Institute of Medical Sciences, Jodhpur" worth Rs 500/- alongwith tender Document (Technical Bid). **The tenders submitted without tender cost or without EMD shall liable to be rejected summarily.** The cost of the bid document is non-refundable.

(Manish K. Srivastava)
Administrative Officer
Tel No. 0291-2740329.

(Signature of the Bidder
alongwith stamp of firm)



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Chapter-II- Conditions of Contract

General Terms and Conditions

Subject: - Notice Inviting Tender for Sanitary items for All India Institute of Medical Sciences, Jodhpur

1. Parties :

The parties to the contract are the contractor (the tenderers 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. Address :

The Firm should be located in Jodhpur.

For all purposes of the contract including arbitration thereunder the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter, Sent by Registered post with acknowledgment to this Institute. The contractor shall be solely responsible for the consequences of any omission or error to notify in change of address in the aforesaid manner.

3. Earnest Money :

Earnest money by means of a Bank Demand Draft/ Pay Order of Rs 10,000/- (Rs. Ten Thousand 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 Order/DD may be prepared in the name of "All India Institute of Medical Sciences, Jodhpur".

- a) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the ministry 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 to the AIIMS.
- c) The Tenders without Earnest Money or Cost Receipt 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.

**(Signature of the Bidder
alongwith stamp of firm)**



4. 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 supply of Sanitary items**" and "**Financial Bid for Tender for supply of Sanitary items**". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "**Tender for supply of Sanitary items**"

5. 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.

N.B.

- (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 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, 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.



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- (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.
- 5 **(A) Technical Bid:** The tenderer should submit the technical details in **chapter – IV** of contract form. An undertaking will be given by the bidder that sample of all items will be kept ready by them for inspection by the AIIMS, Jodhpur. Tenders of those bidders whose samples are not found up to the mark will be summarily rejected.
- 5 **(B) Commercial Bid :** It should be submitted in form given in **chapter V. The price quoted will be exclusive of taxes and shall be fixed and final. Taxes, as applicable will be extra, which will not be quoted in the bid, The Bidders will quote for each and every item. In case of non-quoting of rate of any item by any bidder(s), their tender will be summarily rejected. At the time of payment Income Tax or any other Tax payable shall be deducted at source.**
6. **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
7. **Validity of the bids:**
The bids shall be valid for a period of 180 day from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.
8. **Right of acceptance:**
The AIIMS, Jodhpur 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.

**(Signature of the Bidder
alongwith stamp of firm)**



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9. **The Payment clause :**

The bill in triplicate may be sent to this office for settlement after delivery of the material has been done satisfactorily. The bill should have full particulars of the items(s). More details about payment may please be gone through Para 19 below.

10. **Communication of Acceptance / Right of Acceptance :**

AIIMS, Jodhpur, reserves all right to reject any tender including of those tenders 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 observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

11. **Performance Security :**

The successful tenderer will be required to furnish **Rs 50,000/- (Rs. Fifty Thousand only)** as performance Security Deposit 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" for the period of one and half year from the date of award of the contract within 7 days from the date of acceptance of the tender.

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.

12. **Period and Terms of Delivery :**

Delivery of goods shall be made by the supplier within 3 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods within 24 hours of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 1-2 hours.

13. **Liquidated Damages**

13(i) The date of delivery of the store, stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after the expiry of contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of this right to recover liquidated damages under clause 13 (ii) below.



13 (ii) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 1 % of the value of delayed supply for a period up to 4 (four) weeks and thereafter at the rate of 10 % of the value of the delayed supply for another 4 (four) weeks of delay. In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

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 shall 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.

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

18. 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.

19. Terms of payment:

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

The contractor shall submit the bill only after supply of the material to the satisfaction of the AIIMS Jodhpur, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.

20. All payment shall be made by Cheque/ECS only:

The AIIMS, Jodhpur shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in the preceding Para.

The term 'Payment' mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding EMD and Security Deposit governed by separate clauses of the contract.

21. Disclaimer:

The near relatives of employees of AIIMS, Jodhpur are prohibited from participation in this tender. The near relative for this purpose are defined as:

- (a) Members of a Hindu undivided Family
- (b) Their spouses
- (c) The one related to the other in the manner as father, son(s), Son's wife (daughter-in-law), daughter(s) and daughter's husband (sons-in-law) brother (s) and brother's wife, sister(s) and sister's husband, brother(s)-in-law



22. 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.

23. 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.

24. Periodicity/ Duration of Tender:

The tender is initially for a period of one year and may be extended for a further period of 12 months or more on year to year basis with mutual consent on the same terms and conditions and rates.

25. 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.

The job will be entrusted on the basis of all inclusive rate contract on as is where is and competitive rates basis.

(Manish K. Srivastava)
Administrative Officer
Tel No. 0291-2740329.



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Chapter III - Specifications and allied Technical Details

Parameters and Technical Specifications for Executing the Work:

1. The firm should be registered and should have the turnover of Rs. 15,00,000/- (Rs. Fifteen Lakhs only) for the last three consecutive years.
2. The firm has to submit a proof of turnover as mentioned above supported by documentary materials.
3. The supply order will be placed as and when required, irrespective of the quantity ordered and the successful supplier will have to meet all the requirement of the AIIMS, Jodhpur immediately on receipt of the supply order and in any case within a maximum period of 3 days from the date of supply order. However, the supply of urgent nature shall have to be made on the same day. In few cases the items are to be delivered at a very short notice i.e. within 1-2 hours.
4. **The price quoted will be exclusive of Taxes and shall be fixed and final. Taxes, as applicable will be extra, which will not be quoted in the bid.** The firm should also have a valid TIN number, which should be mentioned.
5. The firm should be able to provide the requisite brand or similarly placed brand in case of manufacturer of the item(s). It must be able to provide the required GSM of the paper etc.
6. The delivery of the items will have to be made at AIIMS, Jodhpur. No transportation/ cartage charges will be provided for the same.
7. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.
8. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
9. The rates of various sanitary items can be varied from firm to firm and in any case AIIMS, Jodhpur shall not be bound to accept the lowest rates of the item(s) of the particular firm. The contract as a whole shall be entrusted to only one or more firms(s) for a year after calculating/ comparing the rate of major items consumed by the AIIMS, Jodhpur throughout the year and the other method adopted, as deemed fit by the Purchase Committee of the AIIMS, Jodhpur.

**(Signature of the Bidder
alongwith stamp of firm)**



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10. The Purchase Committee of AIIMS, Jodhpur shall go into all aspects including cost factors of major consumable Sanitary items and then decide for awarding of the tender, By quoting lower rates in respect of some items, a firm does not become entitled to awarding the contract in its favour of those item(s). The tender is not to be awarded in piece-meal and item-wise to the firm(s) who have quoted the lowest rate(s) for the item(s). In order to get selection / consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection for awarding contract will be calculating/ comparing the rate of major items consumed by the AIIMS, Jodhpur throughout the year and the other method adopted, as deemed fit by the Tender Evaluation Committee. **The AIIMS, Jodhpur reserves the right to accept/ reject any quotation either in part or full without assigning any reason thereof**, or award the contract to different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.

Manish K. Srivastava
(Administrative Officer)
AIIMS, Jodhpur

**(Signature of the Bidder
alongwith stamp of firm)**



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Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Firm/Bidder	Page No.	
1.	Name & Address of the Tenderer/ Concern		
2.	Whether the Firm is located in Jodhpur (Rajasthan).		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organisation		
4.	Details of the Earnest Money Deposit (EMD) worth Rs. 10,000 (Rs. Ten Thousand only)		
5.	Details of the cost of the Tender documents worth Rs. 500 (Rs. Five Hundred only)		
6.	Whether each page of NIT and its annexure have been signed and stamped		
7.	Whether Bidders have quoted for each and every item mentioned in Chapter V		
8.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
9.	Proof of the last three year's turnover of the firm which should not be less than Rs. Fifteen Lakhs only continuously for the preceding three years		
10.	Permanent Account Number		
11.	Sale Tax Registration No.		
12.	TIN No. with Proof		
13.	Whether copies of authenticated balance sheet for the past three years enclosed		
14.	Any other information important in the opinion of the tenderer		

Note:

- 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) are kept.
- In case of non-fulfilment 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)

**(Signature of the Bidder
alongwith stamp of firm)**



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Dated:

Place:

Undertaking

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspections by the AIIMS, Jodhpur. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

**(Signature of the Bidder
alongwith stamp of firm)**



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Chapter - V

List of Sanitary Items

Sl. No.	Name of Items	Make/ Brand/ Specification	Unit in which items to be procured	Rate per unit of items (Excluding Tax) (In Rs.)
1.	Acid Bottle (5 Ltr.) Tin	*	Each	
2.	Allout Machine	Allout	Each	
3.	Allout Refill 45 ml.	Allout	Each	
4.	Baygon 1 Ltr.	*	Each	
5.	Baygon Spray 5 ltr	*	Tin	
6.	Big Plastic Bag for 100 Ltr. Dustbin Good Qlty.	*	Each	
7.	Brasso 500 ml	Brasso	Each	
8.	Broom Phool (Product No. 555)	Deepak Jyoti	Each	
9.	Broom with Long Stick	As per sample	Each	
10.	Colin Spray 500 ml	Rekiit Benckiser	Each	
11.	Liquid Hand Wash 1 Ltr.	Detol	Each	
12.	Soap 125 gms	Detol	Each	
13.	Tile cleaner 500 ml	Easy off Bang	Each	
14.	Duster Floor 40 X 40 Fine	As per sample	Each	
15.	Duster Table 40 X 40 Fine	As per sample	Each	
16.	Duster Yellow 40 X 40 Fine	As per sample	Each	
17.	Finist Spray Pump	HP Barand	Each	
18.	Hand Gloves rubber 1 X 2	Scotch Brite	Set	
19.	Harpic 500 ml	Harpic	Each	
20.	Hit Spray 425 ml	*	Each	
21.	Sanitary Cube	Bengal Chemicals	Pkt	
22.	Jug Plastic 2 ltr.	Cello	Each	
23.	Juna Plastic	*	Each	
24.	Juna	Scotch Brite	Each	
25.	Liquid Soap 5 ltr	*	Tin	
26.	Lizol 500 ml	*	Each	
27.	Nariyal Broom	As per sample	Each	
28.	Nepthalin Ball	Trishul	Kgs	
29.	Odonil 75 gms	Odonil	Each	
30.	Pheynle 5 Ltr.	Gainda	Tin	
31.	Pheynle 5 Ltr.	Bangal	Tin	
32.	Room Freshner	Airwick	Each	
33.	Room Freshner	Airwick	Each	
34.	Soap 125 Gms	Dettol	Each	
35.	Liquid Soap (with dispenser) 250 ml	Dettol	Each	
36.	Liquid Soap refill 185 ml	Dettol	Each	

(Signature of the Bidder
alongwith stamp of firm)



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37.	Soft Tissue Paper	Wonder	Each	
38.	Tissue Paper	Wonder	Each	
39.	Toilet Cleaning Brush	*	Each	
40.	Toilet Flush Tank Matic Balls (blue and green)	Harpic	Each	
41.	Toilet Paper Roll	Daffodil	Each	
42.	Vim Ultra powder (1 kg Pkt)	Vim	Pkt.	
43.	Vim Bar	Vim	Each	
44.	Vim Liquid	Vim	Each	
45.	Wiper (Ord.) big size	Gold Star	Each	
46.	Wiper Big with Long Handle Movable	Gold Star	Each	
47.	Wiper Big with Long Handle Movable (for Glass)	Gold Star	Each	

* It should be of good quality as per sample available in the AIIMS, Jodhpur.

**(Signature of the Bidder
alongwith stamp of firm)**