

Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54

**Cost – Rs.1000/-
Vat - Rs.145/-
Total Cost- Rs.1145/-**

**All India Institute of Medical Sciences (AIIMS) – Rishikesh
Virbhadra Road, Rishikesh (Uttarakhand) - 249201**



TENDER DOCUMENT

Annual Rate Contract for Supply & Replacement of HPSV Lamp Fixture by Led Light Fixture

Cost of the Tender: Rs. 1145 (including all taxes)

Earnest Money Deposit: 39510.00/-

Last date for submission: 05/07/2017 at 03:00 PM.

Opening date: 05/07/2017 at 03:30 PM.

Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54

TENDER NOTICE FOR ANNUAL RATE CONTRACT FOR SUPPLY & REPLACEMENT OF HPSV LAMP BY LED LIGHT FIXTURE

AIIMS, Rishikesh
Virbhadra Marg
Date: 20/06/2017

Cost – Rs.1000/-
Vat - Rs.145/-
Total Cost- Rs.1145/-

1. Sealed tenders in Two Bids (Technical & Financial) are invited from interested and eligible firms regarding Annual Rate Contract for Supply & Replacement of HPSV Lamp Fixture by LED Light Fixture on behalf of the Director, All India Institute of Medical Sciences, Rishikesh. Interested parties may send their Tender with complete details about the LED light fixture as mentioned in the list enclosed. It may be noted that these items will be delivered & replaced at AIIMS, Rishikesh premises from time to time as per work order.
2. The Tender Document containing technical bid form, description/specification of the Electrical Items and terms & conditions can either be obtained from the Office of Executive Engineer, AIIMS, Rishikesh from **20/06/2017 to 04/07/2017** between 10.00 AM to 05.00 PM on non-refundable payment of Rs. 1145/- (Rupees One thousand one hundred forty five only) or can be download from website www.aiimsrishikesh.edu.in Those who download the Tender Document from website should enclose the DD for Rs. 1145/- (Rupees One thousand one hundred forty-five only) (non-refundable) in favor of AIIMS Rishikesh, payable at Rishikesh and send the same along with their bid not later than **05/07/2017 at 03:00PM**.
3. Sealed Tender, duly super scribed as "**ANNUAL RATE CONTRACT FOR SUPPLY & REPLACEMENT OF HPSV LAMP FIXTURE BY LED LIGHT FIXTURE**" addressed to the undersigned may be sent by post so as to reach AIIMS, Rishikesh by 03.00 P.M. on or before 05/07/2017 or deposited in the Tender Box kept at Engineering office of AIIMS, Rishikesh not later than 03.00 P.M. of **05/07/2017**. Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on the same day at 03.30 P.M. at Tender Office of AIIMS, Rishikesh in the presence of the bidders or their representatives who may like to be present. In the event of any of the above mentioned date being declared as a **holiday** / closed day, the tenders will be opened on the next working day at the appointed time. The financial bid only technically qualified agencies will be opened in the presence of their representatives and the details of successful bidder will be displayed over the web site www.aiimsrishikesh.edu.in.
4. The tender is not transferable.
5. The pre bid conference would be held on **28/06/2017 at 03.00 PM** in the Engineering Tender Opening Room, AIIMS, Rishikesh. All firms' representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the Tender Committee.
6. Any future clarification and/or corrigendum(s) shall be communicated through the Executive Engineer on the AIIMS, Rishikesh website www.aiimsrishikesh.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only those bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender. Any enquiry about this tender document may be addressed to the Executive Engineer, AIIMS, Rishikesh for their timely resolution.
7. Bidder should enclose a covering letter mentioning a summary of applied document with proper numbering.

Executive Engineer office
AIIMS, Rishikesh
0135-2462986

Sign of Bidder

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INSTRUCTIONS FOR BIDDERS

1. The bidders have to observe highest standard of ethics while bidding for a tender. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected out rightly.
2. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any term and condition of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and bidders may ensure its queries only in pre-bid meeting. AIIMS, Rishikesh also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
3. While submitting for this tender, the bidders will be deemed to have read, understood and accepted all the items and conditions stated in this Tender Document. Any doubts or clarifications with regard to the interpretation of the Terms & Conditions stipulated in this Tender Document, may be got clarified from Executive Engineer, AIIMS Rishikesh at least 03 days before tender closing date. Requests for postponing the tender opening date for the same shall not be accepted.
4. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straight way. Bidders should necessary enclose a covering letter mentioning a summary of applied summary with proper numbering. **NO PAGE SHOULD BE REMOVED /DETACHED FROM THE TENDER DOCUMENT.**
5. The Successful Bidder shall not in any case assign the awarded contract in full or any part thereof to any third party.
6. The bid security in form of an Earnest Money Deposit (EMD) of **Rs 39510.00/- (Thirty-nine thousand five hundred ten only)** must be paid in the form of FD/TD/CD in favour of AIIMS Rishikesh, payable at Rishikesh. Tenders received without EMD shall be ignored straightaway and will not be considered under any circumstances. The EMD of unsuccessful bidders will be refunded after the finalization of the contract with the successful bidder. The EMD can be taken back by all the unsuccessful bidders from AIIMS Rishikesh after establishing the identity of such respective bidders.
7. EMD is required to protect the purchaser against the risk of Bidder's conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.
8. The tenders submitted by the bidders shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and /or withdrawal of tender on any ground by bidders shall be entertained. EMD of tendering firms which have submitted the sealed quotations but withdraw the same before expiry of the tender validity date may be forfeited at the discretion of AIIMS Rishikesh in addition to any remedy that the Institute (purchaser) may have under the law.
9. Tenders would be received in TWO BIDS system; (a) Technical Bid and (b) Financial Bid.
 - 9.1 Financial bids of only those bidders would be opened who fulfill the qualification criteria and are declared qualified in Technical Bid evaluation process by the Tender Committee of AIIMS Rishikesh.
 - 9.2 Technical Bid, duly signed and EMD should be put in one separate cover and wax sealed (Cover-A). This cover should be super-scribed as: **"TECHNICAL BID FOR ANNUAL RATE CONTRACT FOR SUPPLY & REPLACEMENT OF HPSV LAMP FIXTURE BY LED LIGHT FIXTURE"** in addition to documents/information listed in Para 9.3 below.

Sign of Bidder

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- 9.3 The Envelope containing the "Technical Bid" should have the following documents/information:
- 9.3.1 Tender Document, duly signed with seal of the firm on each page in token of acceptance of the terms and conditions of the Tender.
 - 9.3.2 EMD in the form of FD/TD/CD in favour of AIIMS Rishikesh, payable at Rishikesh along with the Demand Draft of for the cost of Tender Document, in case the same has been downloaded from website.
 - 9.3.3 Copies of two Purchase Orders or Work Order (of Rs.1 lakh or more) received from Govt. Departments/ PSUs/Nationalized Banks during each of the last three years in support of the such electrical work experience.
 - 9.3.4 Registration /Dealership Certificate, if any
 - 9.3.5 Attested Copy of Proof of Registration for such Contract existing with other Government/Semi-Government/PSUs/reputed private organization etc. in addition to performance certificates from two different customers and Performance Statement for the previous year 2016-2017 in the format attached to the Tender Document.
 - 9.3.6 Certified copy of PAN Card.
 - 9.3.7 Attested Copy of the Sale Tax/VAT returns for previous three years i.e. 2013-14, 2014-15, 2015-16.
 - 9.3.8 Attested copy of 'A' class contractor registration certificate for electrical works.
 - 9.3.9 Postal Address/Telephone/Mobile/FAX/E-Mail of the Firm.
 - 9.3.10 Bank Statement of the Firm for the last one year i.e. 2016-2017.
 - 9.3.11 Attested Copy of IT Return for the last 3 years i.e. 2013-14, 2014-15, 2015-16
 - 9.3.12 Attested copy of complete audited annual turnover report with profit & Loss, balance sheet, income and expenditure reports for last 3 years i.e., 2013-14, 2014-15, 2015-16.
 - 9.3.13 A notarized affidavit on Ten Rupees Non-judicial stamp paper as to the fact that the bidders' quoted prices are not higher than those at which it as previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in last one year and non-existence of any criminal case upon the bidder.
 - 9.3.14 Document relating to Power of Attorney/authorization for signing the bid documents, (Not required in case of sole-proprietorship.).
- 9.4** Financial Bid should be put in another separate cover and wax sealed (Cover-B). This cover should be super-scribed as: "**FINANCIAL BID FOR ANNUAL RATE CONTRACT FOR SUPPLY & REPLACEMENT OF HPSV LAMP FIXTURE BY LED LIGHT FIXTURE**"
- 9.5** Both the envelopes containing the Technical Bids and the Financial Bids should be put in the third envelope (C) duly sealed and super scribed as "**TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY & REPLACEMENT OF HPSV LAMP FIXTURE BY LED LIGHT FIXTURE**".
10. Following is the Eligibility Criteria for finalization of this Tender by the Tender Committee:
- 10.1 **EXPERIENCE:** The bidder must have minimum three years of experience of supplying the Electrical items in bulk to Govt. Departments/PSUs/Nationalized Banks/reputed private organisation. Copies of two such work orders (of Rs.1 lakh or more) received during each of the last three years should be enclosed.
 - 10.2 **ANNUAL TURNOVER:** Average annual turnover should be Rs.10 lakh or more for last 3 financial years i.e. 2013-14, 2014-15, 2015-16. Complete audited annual turnover report with profit & Loss, balance sheet, income and expenditure reports for last 3 years i.e. 2013-14, 2014-15, 2015-16 to be submitted along with the technical bid.
 - 10.3 **STATUTORY REGISTRATIONS:** The bidder must have valid PAN No. and TIN/VAT No. Photocopy of PAN Card of the Firm/Dealer/Proprietor and VAT/Trade Tax return for last 3 years is to be submitted with the technical bid.

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11. The tender with the successful bidder shall be valid for a period of one year from the date of awarding the contract. The annual rate contract awarded as a result of this tender document will be in the nature of a standing offer. Annual supply order for replacement of HPSV Lamp fixture by LED lights fixture may be placed from time to time.
12. It must be noted that the rates quoted should be for the ISI approved items or must have the approval of some other recognized agency, national or international.
13. The bidder is required to furnish the details of Ministry/Department/Organizations of Central/State Government/ reputed private organization to whom it has been supplying the Electrical /General items in the format provided along with the Tender in form of a Performance Statement for year 2016-2017.
14. Subject to other terms of the Tender Document, the bidder(s) whose rate is accepted will be notified for the award of contract by AIIMS Rishikesh. The terms and conditions stipulated in the Tender Document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this Tender Document.*+
15. The name of such successful bidder will be displayed on the website of the institute www.aiimsrishikesh.edu.
16. The successful bidder who will be awarded for the Rate Contract for Supply & Replacement of HPSV Lamp Fixture by Led Light fixture as per the terms of this tender shall be required to furnish a security deposit of 5% of quoted value at the time of signing the contract. Such security deposit may be in the form of FD/TD/CD/PBG (in the prescribed format as annexed herewith) in favour of AIIMS Rishikesh within 15 days of the award of the Contract to such successful bidder. EMD amount **Rs. 39510.00/- (thirty-nine thousand five hundred ten only)** of such successful bidder can be adjusted against the security deposit. If the successful bidder fails to execute such contract with AIIMS, Rishikesh or fails to furnish such security deposit within stipulated time, the competent authority of the Institute will forfeit its EMD without any prior notification or communication in addition to any remedy that the Institute (purchaser) may have under the law.
17. The successful bidder will have to enter into a formal, legally enforceable contract on Rs.100. non-judicial stamp paper with the AIIMS Rishikesh to abide the quoted rates, Terms & condition of the Tender Document within fifteen days from the date of award of this tender in his favour and needs to furnish a performance security as per the terms of the Tender Document. The EMD of successful bidder shall be adjusted with the required security deposit and shall be returned after contract period is over (subject to adjustment for the deduction/s and recoveries, if any).
18. If the rates of various items are L-1 for different Bidders, The AIIMS Rishikesh reserve the right to either accept the L-1 of different firms/agencies or will negotiate, the firm who has the maximum no. of L-1 item to lower the rate of other items up to the limit of L-1 quoted by other firms. In this context, final decision of the Tender Committee of AIIMS Rishikesh will be binding to all and no claim in this regard can be entertained.
19. On their selection in the technical bid, the firm(s) will have to deposit samples for each item. The sample deposited will be signed by the owner of the firm along with acceptance letter of each terms and conditions stipulated by AIIMS, Rishikesh. AIIMS, Rishikesh will not accept duplicate/substandard items or items not matching the samples/prescribed specifications. Samples will be retained by the AIIMS Rishikesh to make the comparison possible, if required.

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20. Bidders are required to quote their unconditional fixed rates strictly as per list of items enclosed for the entire period of the Contract. Tenders of the firms received with prices quoted on variable basis shall be rejected straightaway. The rate should be quoted in respect of only that brand/company which has been mentioned against each item in the List and the rates should not be above MRP in any case. The rates of items in respect of other company will not be entertained. Cutting/overwriting, if any, should be countersigned. If the same is received without countersigning, the Tender will prima-facie be cancelled.
21. Any request for the enhancement of contracted rates shall not be considered under any circumstances. It may be noted that no compromise on quality would be made and no firm will be permitted to change the specifications mentioned in the tender notice and if any firm submits the quotations with changed specification, their quotations will be rejected.
22. The AIIMS, Rishikesh reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and without giving any compensation. The decision of the AIIMS, Rishikesh in this regard shall be final and binding on the firm.
23. AIIMS, Rishikesh reserves the right to conclude parallel Rate Contracts with a number of suppliers and place Orders on any of such firm that may be the most economical to it or suitable to its requirements.
24. If it comes to the notice of the AIIMS Rishikesh that the information/ documents furnished by the bidder is incorrect or false or non-adherence to terms and conditions contained in this Tender, the EMD of such Firm shall be forfeited in total by the AIIMS Rishikesh in addition to exercising other legal remedies.
25. Each page of Tender Document and all its annexure must be signed by the bidder and rates should be quoted against each column of the "List for Financial Quote" attached with Tender Document. The rates quoted would be valid for a period of one year or such extended period by mutual consent, as the case may be from the date of execution of the contract. No cutting or overwriting is allowed unless it is authenticated by full signatures.
26. Individual signing the tender or other documents connected with contract must specify the capacity in which such Tender Documents are signed as:
 - 26.1 a "sole proprietor" of the concern or constituted attorney of such sole proprietor;
 - 26.2 a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - 26.3 Director or a principal officer duly authorized by the board of Directors of the Company, if it is a company.

NOTES:

I. 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, if any should also be enclosed along with the tender.

II. In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

III. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, AIIMS

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

27. Terms & Conditions as set out in this Tender Document (that comprises of the complete set of documents including attachments as published herewith) shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/rejected at the discretion of AIIMS Rishikesh.
28. All firms are required to submit the Performance Statement for the previous year 2016-2017 in respect of such electrical works supplied to Government/Semi-Government/PSUs / reputed private organization offices. Performance Statement must be submitted in the format enclosed at annexure to this Tender Document
29. Bidders who are registered with DGS&D/NSIC for a particular item should submit the photocopy of up to date Registration Certificate with all amendments, if any.
30. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at FOR to AIIMS Rishikesh (Free delivery to the consignee's premises). Item-wise price should be quoted. Rates should be mentioned both in figures and in words. The offer should be typed or written in Ink Pen/ Ball Pen without any correction unless countersigned for validation of such editing/over righting. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
31. The supplier has to submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that it has not quoted the price higher than those previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates anywhere than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and the excess payment if any, will become immediately payable to the AIIMS, Rishikesh. If such affidavit is not submitted, tender will be out rightly rejected

Other Conditions Specific to the Tender:

- The bidders are requested to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of tender process with full understanding and implications thereof.
- The bidder must visit the site before submission of tender and access the quantity & material. Even if certain items are not included within the tender, but are essentially required for completion the job, the bidder will have to do the same without claiming any extra cost.
- The bidders will have to submit the samples to the technical committee after opening of the technical bid. The sample deposited will be signed by the owner of the firm along with acceptance letter of each terms and conditions stipulated by AIIMS, Rishikesh. AIIMS, Rishikesh will not accept duplicate/substandard items or items not matching the samples/prescribed specifications.
- The bidder who will not submit the samples will be disqualified.
- **Warranty Clause: The bidder shall provide Guarantee/warranty for minimum period of 2 years. Guarantee/ Warranty include replacement of parts, if any.**

Sign of Bidder

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- The successful bidder shall provide maintenance of the installation during the warranty period he shall be responsible to provide the required and qualified manpower to meet the requirements of the maintenances. He shall also be responsible for providing any cleaning materials & tools for this purchase.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

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

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TECHNICAL INFORMATION AND UNDERTAKING.

(Bidder may use separate sheet wherever required)

S/No	Particulars	Page No	Yes/No
1.	Name & Address of the manufacture and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile		
2.	Specify your firm/company is a manufactures/ authorised dealer/ distributor/ Agency		
3.	Name, Address & designation of the authorized person (Sole proprietor/ partner /Director)		
4.	Have you attach the relevant poof for previously supplied these items to any government/ PSUs/ reputed private organization. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 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 last one year. If you don't fulfill these criteria, your tender will be out rightly rejected.		
5.	Please attach copies of last three (3) years' Income Tax Returns		
6.	Please attach valid 'A' class contractor registration certificate for carrying out such electrical works.		
7.	Please attach balance sheet (<i>duly certified by Chartered Accountant</i>) for last three (3) years', in the case of IT return submitted 4/5 44 AD. (Average annual turnover should not be less than 10 lakhs for last 3 years)		
8.	PAN No. (Please attach copy)		
9.	VAT/Service Tax Registration Number. (Please attach copy)		
10.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of Tender Document with technical bid. Otherwise your tender will be rejected.		
11.	Power of Attorney/authorization for signing the bid documents, (Not required in case of sole-proprietorship.)		
12.	Please submit two performance certificate/experience from your two different customers to such similar works in previous 3 years		
13.	Please submit a notarized affidavit on Indian Non judicial stamp paper of Rs. 10/- 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.		
14.	Details of the FD/TD/CD of bid security (EMD) FD/TD/CD No: Date: Payable at-AIIMS, RISHIKESH	Detail of cost of Tender for Rs. 1145/- (if downloaded from website) DD No. Date: Payable at-AIIMS, RISHIKESH	

Sign of bidder

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Note:

- (i) 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.
- (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 Bidder with stamp of firm)

Date:

Place:

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. 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.

(Signature of the Bidder)

(Signature of the witness)

Name:

Name

Address

Designation with Seal of the Firm:

Sign of bidder

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TERMS & CONDITIONS OF THE CONTRACT

(Annexure to Tender Document)

THIS CONTRACT IS ENTERED BETWEEN:

_____ (Name) of _____

(address), herein after called the 'Contractor/Supplier/firm'

And

All India Institute of Medical Sciences, Rishikesh through its Executive Engineer of AIIMS Rishikesh, Virbhadrta Road, Rishikesh, Uttarakhand – 249201, hereinafter called the 'Institute/Purchaser/AIIMS Rishikesh'

1. This Rate Contract is for Supply & Replacement of HPSV Lamp Fixture by LED Light Fixture as per the attached list at the corresponding agreed rates for the use of the Institute. These items are generally purchased on quarterly basis or as per requirement from time to time. The terms and Conditions for the Submitting of the Tenders (to the extent relevant) are the part of this Contract and they are in addition to and not in derogation of this Contract.
2. If it comes to the notice of the Institute that the information/ documents furnished by the Contractor in its tender is incorrect or false or if the Contractor fails to fulfil its obligations under this Tender Document i.e., Non-adherence to terms and conditions contained in this Tender or failure to supply the items 3 times during the validity of the contract, it may result in blacklisting of firm for a period of not less than 3 years by the Institute after due notice to the Contractor. In such event, the Contract will stand terminated automatically and the performance security of the Contractor shall be forfeited, in addition to resorting to all other legal remedies as per the discretion of the Institute. (The cut-off date of delivery period shall be counted from the date of actual dispatch of supply orders to date of receipt of supplies at destination.)
3. The supply of articles shall be subject to complete satisfaction and inspection by the designated officer of AIIMS Rishikesh and the decision of the AIIMS Rishikesh shall be final as to the quality and quantity of the stores as given into the list and legally binding upon the Supplier and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the AIIMS Rishikesh shall be borne by the supplier.
4. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects.
5. The items/articles supplied will not be more than 3 months (Three months) old to adversely affect their performance. The acceptance of articles will be given only when the articles are found up to the specifications given into the list and free from all defects.
6. The rejected items must be removed by the Contractor from the Institute's premises within 03 days from the date of the information about their rejection. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee during the course of inspection and before taking the charge of any such stores.

Sign of bidder

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7. The Contractor must always be in a position to Supply & Replacement of HPSV Lamp Fixture by LED light Fixture mentioned in the list enclosed on short notice as and when needed (say within 03 days)
8. All expenses and risk will be borne by the Contractor for supply & replacement of HPSV lamp by Led light fixture Items to the premises of AIIMS, Rishikesh.
9. The Electrical LED lights fixture must be supplied & Replaced in the AIIMS, Rishikesh premises within 15 days of receipt of the supply orders or call on basis of urgent requirement.
10. The rates quoted shall remain same during rate contract period and no request for any increase in the rates shall be entertained.
11. The Contractor must ensure its or that of its representative's availability and response during office hours over the contact number/s (including a mobile and a landline number/email) as provided for receiving the list of requisites for number of Led fixture so that it may be contacted immediately in case of urgency. The Contractor needs to remain in co-ordination with the Store in charge of the Institute to ensure planning of the expected demands well in advance and its timely delivery.
12. The Contractor must not supply any substandard/duplicate/refilled items and if supplied, appropriate action such as imposition of penalty, claim for compensation for consequential losses/damages and cancellation of Contract as the Institute may deem fit, will be taken against defaulting Contractor. Therefore, the items supplied must be of the BIS approval or carrying the approval of some other recognized national/international agency quality/branded items, from the original manufacturers and in accordance with the sample given in first stage by the Contractor. The Contractor will ensure replacement of the defective items within three days at its own cost.
13. The date and time for supply & replacement of HPSV lamp fixture by led light fixture stipulated in supply order/work order must deemed to be the essence of the contract and if the Supplier fails to complete any consignment within the period prescribed for such delivery in the supply order/work order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited in addition to other legal consequences.
14. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage, these goods shall immediately be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidated damages shall be charged in addition to the cost of re- tender
15. In case the Contractor fails to make supplies within the delivery schedule and / or supplies sub-standard products rather than what agreed, in consequence of which the Institute has to resort risk purchase, the purchaser (AIIMS, Rishikesh) may recover from the Contractor the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by Contractor into his bid as attached to this Contract. In case

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of repeated failure in supplying the ordered goods, the supply order may be cancelled and bid security deposit will be forfeited.

16. Subject to the terms of this Contract, the interest free security deposit shall be returned after contract period is over (after the adjustment for the deduction/s, if any).
17. The payment to the Contractor shall be released **within one month after the satisfactory receipt** of the goods/articles ordered. Advance payment will not be made under any circumstances.
18. The Contractor shall, at all times, agree to indemnify and keep indemnified the Institute against all losses, damages which may arise in respect of action/inactions of the Contractor or breach of any term of this Contract by the Contractor. All claims regarding indemnity shall survive the termination of the contract with the Contractor.
19. In case of insolvency/non-compliance/breach of any terms & conditions by the Contractor at any stage during the agreed term of the Contract, AIIMS, Rishikesh will discontinue the contract immediately, by forfeiting the security deposit in addition to taking all legal actions including, but not limited to the claims for compensations against all direct and indirect costs/damages/losses/ etc. that AIIMS Rishikesh may incur due to the actions and inactions of the contractor causing premature termination of the Contract.
20. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the Rate Contracts/supply orders, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director (Administration), AIIMS Rishikesh and his decision shall be binding upon both the parties.
21. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the tender price will be higher than the controlled rate.
22. The Specification and quantity of the item needed is mentioned in annexure which is an approximate detail and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Rishikesh. The payment would be made for actual supply taken and no claim in this regard will be entertained.
23. The Contractor hereby guarantees that the stores, articles sold/supplied to the Institute (purchaser) under this Contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender Document. The date of manufacturing of the items supplied will not be more than 3 (Three) months old. The contractor hereby further guarantees that the said goods/stores articles would continue to conform to the description and quality aforesaid for a period of twelve months, from the date of delivery of the said goods/stores/articles to the purchaser or for such higher period as provided by the original manufacturer and notwithstanding the fact that the Purchaser (Inspector) may have inspected and /or approved the said goods /stores/articles, if during the aforesaid period, the said stores/goods/ articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the Purchaser in that behalf shall be final and binding on the Contractor and the Purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/stores/ articles replaced from the date of replacement thereof. In case of failure of the contractor to rectify or replace

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the goods etc., within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

24. This 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.
25. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

Signature of the Contractor

Name:

Official Seal:

Date:

Address:

Land Line No:

Fax No:

Mobile No:

Email Id:

Signature of the Executive Engineer, duly authorized by AIIMS Rishikesh

Name:

Official Seal:

Date:

Address:

Signature of the Witness:

Name:

Date:

Address:

Signature of the Witness:

Name:

Date:

Address:

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AIIMS, Rishikesh
FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

To,

Executive **Engineer**,
AIIMS, Rishikesh, Virbhadra Marg,
Rishikesh (Dehradun)

Dear Sir,

Our quoted rate for **Supply & Replacement of HPSV Lamp Fixture by Led Light fixture** for AIIMS, Rishikesh will be as follows: -

Specification for Led light fixture.

1. Led light should be made up of pressure die casting housing with toughened glass, IP 66 and impact resistance of IK07.
2. Operating voltage range 140-270V.
3. Average life 50000 hours.
4. Electronic driver SMPS base constant current supply (short circuit protection, over voltage protection, surge voltage protection and other safety test as per IS15885 part-2/sec 13.
5. Housing (heat sink) for thermal management, sturdiness & excellence corrosion resistant. Cable gland is used for maintaining ingress protection.
6. Lumen efficiency of LED>140lm/w with pc lens to ensure of better light distribution & led street light efficiency>=100 lm/w.

S. No	Items description	Make	Unit	Quantity	Rate per unit inclusive of all taxes (in Rs.)	By Back rate of existing fixture. (in Rs.)	Total Amount inclusive of all taxes (in Rs.)
1	Supply & replacement of HPSV (150 watt) lamp fixture by 90 watt LED light fixture for 8 meter pole height.	Havells/Bajaj /CG/Philips	Nos	159			
2	Supply & replacement of HPSV (70watt) lamp fixture by 60 watt LED light fixture for 4 meter pole height.	Havells/Bajaj /CG/Philips	Nos	62			

Sign of bidder

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The above quote should include all applicable taxes. If the rates of various items are L1 for different Tender, the AIIMS Rishikesh reserve the right to either accept the L1 of different firm/agencies or will negotiate, with the firm who has quoted the maximum gross value of L1 items to lower the rate of other item up to the limit of L1 quoted by other firms. In this context, final decision of the committee will be binding to all and no claim in the regard can be entertained.

The contract for supply & replacement of HPSV lamp fixture by Led light fixture can be continued/renewed for further year(s) subject to satisfaction of the All India Institute of Medical Sciences, Rishikesh and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the Contract period.

Place:

(Signature of Bidder with seal)

Date:

Name:
Seal:
Address:
Phone No (O):
Fax No. (O):
E-mail:

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(To be made on Rs. 100.00 Non Judicial Stamp Paper) DRAFT AGREEMENT FORMAT

This agreement is made at Rishikesh on theday of Two thousand Seventeen between the Director, All India Institute of Medical Sciences, Rishikesh, **acting through Executive Engineer (E), AIIMS, Rishikesh, having its office at AIIMS, Virbhadra Road, Rishikesh-249201.** (*hereinafter* called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

Second Part

M/s having its registered office at..... (*hereinafter* called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

WHEREAS the 'Client' is desirous to engage the 'Agency' for annual rate contract for supply & replacement of HPSV lamp fixture by Led light fixture at AIIMS, Rishikesh on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed at AIIMS, Rishikesh site. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at AIIMS, Rishikesh site. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. In case of non-compliance with the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Value of contract
5. **PAYMENT TERMS:** - The tenderer may submit running account bills after completion of supply & replacement of fixture, as per satisfaction of the competent authority. Payment shall be released after the successful completion of the part for supply & replacement of led light fixture, full satisfaction of the Competent Authority & receipt of bill, after deducting TDS as per Income Tax Rules and any other deductions as per Government rules. However, the work shall have to be completed within the stipulated period. 100% PAYMENT WILL BE MADE AFTER for supply & replacement of led light fixture subject to submission of Performance Guarantee for 5% value of the order. Amount of EMD of successful bidder can be included in Performance guarantee in contractor's request. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque/Demand Draft /Pay order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in accordance with the prescribed form valid for three months. OTHERWISE 95% PAYMENT WILL BE RELEASED AFTER SUPPLY&BALANCE 5% PAYMENT/ (or Performance guarantee if submitted) WILL BE RELEASED AFTER THREE MONTHS after full satisfaction of competent authority. Payment shall be made through

Sign of bidder

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Account Payee Cheque or Electronic Clearing System only by DDO, AIIMS Rishikesh and the charges shall be deducted from the bill.

6. The Agency shall be fully responsible for timely payment of wages and any other dues to the personnel deployed by it at AIIMS, Rishikesh site.
7. The Agency also agrees to comply with Terms and Conditions mentioned in AIIMS Rishikesh Tender No. 47/01/LED-fixture/2017/RIS/ES-54 dated 20.06.2017.
8. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
9. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
10. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Rishikesh. THIS AGREEMENT will take effect for one-year supply & replacement of Hpsv lamp fixture by led light fixture.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Rishikesh in the presence of the witness

For and on behalf of the '**Agency**'

For and on behalf of the '**AIIMS, Rishikesh**'

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the '**Agency**'

SIGNED, SEALED AND DELIVERED

By the said _____

_____ (Name)

_____ on

behalf of the '**Agency**' in presence of

Stamp/Seal.

By the said _____

_____ (Name)

Er. Jugal Kishor Dhuliya, Executive

Engineer (E) on behalf of **Director AIIMS,**

Rishikesh in presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54
PERFORMANCE STATEMENT FOR THE YEAR 2016-17
 (Annexure to tender document)

Name of firm.....

1	2	3	4	5	6	7	8
Contract/agreement No. & date	Description of purchasers with name contact no. & address	Quantity	value	Original delivery period (DP)	Quantity supplied with original DP	Last supply position	Present position with reason for delay, if any

(Annexure to the Terms & Conditions for the Contract)

Sign of bidder

Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54

To

Executive Engineer
All India Institute of Medical Sciences
(AIIMS) Rishikesh,
Virbhadra Marg,
Rishikesh-249201

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply & replacement of Hpsv lamp by Led light fixture (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such an irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 15 months from the date of execution of the Contract for the supply & replacement of Hpsv lamp by led light fixture up to ----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Sign of bidder