

Rate Contract
For
Refilling /Replacement of Printer Cartridges
At
All India Institute of Medical Sciences, Bilaspur
Himachal Pradesh



File/Tender No.	AIIMS/BLS/(G)/2022-04
Issue Date	1.04.2022
Last Date of Submission	27.04.2022

All India Institute of Medical Sciences, Bilaspur
Himachal Pradesh

Kothipura, Bilaspur-174001, H.P.

Telefax:01978-292575, E-mail:stores.aiimsbilaspur@gmail.com

www.aiimsbilaspur.edu.in

RATE CONTRACT

1. All India Institute of Medical Science (AIIMS), Bilaspur Himachal Pradesh, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed bids of Refilling/ Replacement of Printer Cartridges on Rate Contract Basis for a period of one year which may be extendable up to three years, one year at a time. The estimated yearly consumption value of Refilling/ Replacement of Printer Cartridges is approximately Rs.2 Lakhs. Interested parties may send their tender in sealed cover addressed to the Faculty In Charge Procurement and Stores, All India Institute of Medical Sciences, Bilaspur, H. P Superscripted with the words **"Rate Contract for Refilling /Replacement of Cartridges and related Accessories"** up to 3:00 PM on **27.04.2022 Tuesday. The Quotations will be opened on 27.04.2022 Tuesday at 3:30 PM at Conference Hall, Admin Block, All India Institute of Medical Sciences, Bilaspur, H.P.** 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 **Annexure I, II, III**. 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/ Replacement of Printer Cartridges and related Accessories "** and **"Financial Bid for Rate Contract for Refilling/ Replacement of Printer Cartridges and related Accessories "**. Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as **"Rate Contract for Refilling/ Replacement of Printer Cartridges and related Accessories"**. 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 : 27.04.2022 at 3PM
- Amount of Earnest Money Deposit : Rs. 2,000/-
(Rupees Two Thousand only)
- Date & time of opening of Tender Venue : 27.4.2022 at 3:30 PM
Conference Hall,
Admin. Block

4. Tender document may be downloaded from this Institute's official website
www.aiimsbilaspur.edu.in

5. The Parties interested for any clarification, kindly visit AIIMS Bilaspur in person or
E-mail stores.aiimsbilaspur@gmail.com

Faculty In charge
Procurement & Stores
AIIMS, Bilaspur
H.P.

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 Deputy Director, All India Institute of Medical Sciences, Bilaspur for and on behalf of the Director, AIIMS, Bilaspur.
2. **Earnest Money:** Earnest money of **Rs. 2,000/- (Rs. Two Thousand only)** may be enclosed with the quotation (Technical Bid) by means of / Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee from any of the Nationalized or commercial bank should be prepared in the name of "**Executive Director All India Institute of Medical Sciences, Bilaspur**". It is also clarified that the quotations received without earnest money will be summarily rejected.
 - a. No request for transfer of any pervious deposit of earnest money or Security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
 - b. Tenderer shall not be permitted to withdraw his offer at any stage or modify the terms and conditions thereof. In case the tenderer fails 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. In Exemption of EMD under any Government regulation, the firm shall submit the valid documents in support of their claim.
 - d. No Claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.
3. 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.
4. 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.
5. 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 Bilaspur www.aiimsbilaspur.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.
6. **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) Name and address of the Tenderer/Bidder.
- b) The technical bid should be accompanied by Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee from any of the commercial bank in an acceptable form of Rs 2,000/ (Rupees Two Thousand only) should be prepared in favour of "Executive Director, AIIMS Bilaspur".
- c) Copy of Income tax return for last Three years.
- d) Copy of PAN Card & GST registration certificate.
- e) Certificate as per Annexure II.
- f) Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
- g) 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 one years to this effect must be submitted.
- h) In case exemption under any Government regulation, the firm shall submit the valid documents in support of their claim.
- i) Should be a profitable entity.
- j) Should have relevant technical manpower, details of which shall be provided as a part of technical bid.

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

8. 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.**

9. 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' 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 document 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 Bilaspur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

- 10. Financial Bid:** Financial Bid submission format for items with quantity required is given in Annexure III.
- 11. 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 the presence of representatives of technically eligible bidders, who may like to be present.
 - 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 any discrepancy as valid. If the supplier does not accept the correction of the errors, his bid shall be rejected.
 - c) The AIIMS Bilaspur 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 Bilaspur 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, what so ever.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. Contract Period:** The rate contract for the Refilling/Replacement of Printer Cartridge services will be initially for a period of one year and can be continued/ renewed for further One year at a time maximum up to three years' subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Bilaspur and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.
- 16. Subletting of Work:** The firm shall not assign or sublet the work/ job or any part of it to any other person or party.
- 17. Performance Security:** The Successful Contractor will be required to furnish an amount of Rs. 6,000/ - (Rupees Six Thousand Only) as a performance security in one of the following forms:
- i) Demand Draft

- ii) Fixed Deposit Receipt
- iii) Banker's Cheque
- iv) Bank Guarantee from any of the commercial bank

The above mentioned modes of payments shall be drawn on any Nationalized/commercial bank in India, in the favour of "**Executive Director, AIIMS Bilaspur**" as indicated in the NIT payable at Bilaspur, H.P. 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 deposits 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.

18. 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 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.

19. 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, Bilaspur shall have the power to terminate the contract without any prior notice.

20. 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, Bilaspur in that event the security deposit shall also stands forfeited.

21. Right to call upon information regarding status of work: The AIIMS, Bilaspur 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.

21. Arbitration: In the event of any dispute or differences arising as to the execution of the contract as to the respective rights or liabilities of the parties hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the special conditions), the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the arbitrator shall be final and binding on parties to the agreement. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, the Service Provider shall continue to do the work as per terms & conditions of Contract.

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

Other terms and conditions will be as follows:

1. The quoting firm should be an authorized dealer/re-seller of relevant make for refilling/ replacement different toner cartridges and related accessories.
2. Please state whether business dealings with your firm presently stand banned by any Government organization and, if so, furnish relevant details.
3. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
4. The bidder should have experience of Refilling/ Replacement of Printer Cartage in a reputed organization for at least one-year suitable documentary evidence to be supported along with the Tender application and the satisfactory performance certificate of the same is to be attached.
5. All material, machinery, manpower and consumables etc. required for the refilling & replacement shall be arranged by the vendor. Cost of all the items should be taken into consideration while quoting the charges.
6. After installing the refilled/ refilling cartridges at the user location, in case, any problem is reported by the user, it shall be the responsibility of the vendor to check the cartridge at the user location and rectify the problem.
7. The Vendor should refill /replacing the cartage of printer within 24 hours from the receipt of intimation. In case any delay or complaint about the refilled/ replaced cartridge, the vendor shall refill /replace the cartridge & also replace the accessories free of cost within 8 hours with Rs 50 penalty per instance.

8. Quantities of the work may vary as per actual requirement.
9. Payment will be done on monthly basis. Bill should be submitted at the end of every month for the Number of refilling and replacement carried out during the month. The vendor should keep proper record for goods/services duly certified by the concern department.
10. In case of unsatisfactory services refilling/ replacement will be carried out free of cost
11. The AIIMS Bilaspur has right to execute separate RC based on L1 cost.
12. The vendor shall obtain the empty cartridges from the respective department in person and install the refilled/ replace cartridges in the respective machine within the time frame mentioned above.
13. Any damaged caused to the printers on account of leakages of ink/toner shall be borne by the vendor.
14. The quality of toner powder must be of finest quality and quantity must of as per standard procedure. Replacement of any accessories should be of same model & make.
15. The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.
16. AIIMS, Bilaspur 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.
17. The firm should have an Office or a Branch Office located at Bilaspur. Availability of a responsible person on call on all working days between 09.00 Hrs. to 18.00 Hrs.
18. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten. In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.
19. 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), Bilaspur, 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.
20. The Tenderer shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS), Bilaspur 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 for feited.
21. 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.
22. Exaltation matrix to be provided in case of non-response.
23. Page number/serial number may be given to each and every page of Tender

24. Documents and photocopies of the documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
25. For any query, please contact Dr. Mohammad Kausar, Faculty In charge Procurement and store 01978-292575, E-mail stores.aiimsbilaspur@gmail.com

Faculty In charge
Procurement and store
AIIMS-Bilaspur H.P.

Annexure I

Technical Bid

Sr No.	Details of the Tenderer/ Bidder	Page No.	Remarks
1.	Name & Address of the Tenderer/ Bidder		
2.	Whether the Firm is located in Bilaspur (Himachal Pradesh). (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) or Instruments (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
5.	Whether each page of NIT and its annexure have been signed and stamped		
6.	Whether Bidders have quoted for every item mentioned in financial bid (Yes/No) (If NO, then please attach a list of quoted items with the Technical Bid without indicating price)		
7.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
8.	Last GST Return		
9.	Copy of Pan card & GST Registration Number		
10	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)		
11.	Whether copies of authenticated balance sheet forte past one year enclosed		
12.	Name and Mobile Number of a Key person		
13.	Non-Blacklisting certificate		
14.	Previous experience of Similar work (1Year)		

- **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)

Date:

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 all aspects 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 have imposed any action as per NIT rules.

Date:
Name:
Place:

Business Address:
Signature of Bidder:
Seal of Bidder:

Annexure – III

**Financial Bid Format for Financial Bid
(To be submitted on the letterhead of the company/ firm)**

Sr. No.	Printers	Numbers of Printers	Rate per Refill (Including GST %)	Total (for Refilling) (C)	Rate per Cartridge/ toner Replacement (Including GST%) (D)	Total (For Replacement) (E)
		(A)	(B)	(A × B)	(D)	(A × D)
1.	Canon Mono Multifunction MF 244dw	10				
2.	Canon Multifunction Machine Mfm	1				
3.	Canon MF 246dn	20				
4.	Xerox Multifunction Machine Mfm	1				
5.	Canon Ns 244	16				
Total of C (Including GST%)					Total of E (Including GST%)	
Grand total of C + E (Price Quote for refill & Replacement including GST%)						

SELECTION OF THE BIDDERS:

The grand total of C +E value will be considered to determine the lowest Bidder.

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: