



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, PATNA
(An Autonomous body under MoHFW, Govt. of India)

TENDER NO: AIIMS/Pat/Tender/Air curtain/Rate contract/2018/7179 DATED: 08/02/2018

TENDER DOCUMENT FOR

SUPPLY AND INSTALLATION OF AIR CURTAIN

TO

DEPARTMENTS

OF

AIIMS PATNA

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT : From 08/02/2018

DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT : From 08/02/2018 to 06/03/2018 up to 12:00 noon

DATE OF PRE-BID MEETING : On 15/02/2018 on 12:00 hrs

DATE & TIME FOR OPENING OF TENDER DOCUMENT : On 06/03/2018 at 12:30 noon



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PHULWARISHARIF, PATNA -

(An Autonomous body under MoHFW, Govt. of India)

Dated: 08.02.2018

TENDER NOTICE

AIIMS, Patna intends to enter into rate contract for supplying of Air curtain and its installation at various locations in buildings for one year with effect from date of entering into rate contract.

The Tender documents containing detailed information/terms & conditions for the purpose can either be obtained from the office of the Procurement Cell, AIIMS, and Patna. From 09/02/2018 to 05/03/2018 between 12:00 hrs. To 17:00 Hrs on non-refundable payment of Rs.1500/- (Rupees five hundred only) or can be downloaded from website www.aiimspatna.org. Those who download the tender document from website should enclose a demand draft / Banker's cheque of Rs.1500/- (Rupees five hundred only) (non-refundable) in favour of AIIMS Patna payable at Patna along with their bid. The bid security of Rs. 50,000/- (Rs. fifty Thousands only) should be paid by DD in favour of AIIMS Patna payable at Patna. The tender documents are not transferable.

Any future clarification and/or corrigendum(s) shall be communicated through Procurement Cell on the AIIMS, Patna website www.aiimspatna.org.

Sealed Tender duly super scribed "Tender for Air curtain" addressed to the undersigned may be sent by speed post so as to reach by 1200 hrs on or before 06.03.2018 or deposited in the office of Faculty-In charge Procurement Cell of AIIMS Patna, not later than 1200 hrs of 06.03.2018. Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on the same day at 12:30 hrs at AIIMS, Patna in the presence of the bidders or their representatives who may like to be present.

**(Faculty-in-charge)
Procurement Cell
AIIMS Patna**

TENDER DOCUMENT TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

1. AIIMS, Patna intends to enter into an Annual Rate Contract for supply of Air curtain and its installation. These items are generally purchased on need base requirement from time to time.
2. In case any firm is already providing Air curtain to any other Ministry/Department/Organizations of Central Government details thereof may also be furnished along with the Tender / Work order. The rates quoted would be valid for a period of one year from the date of entering into the rate contract.
3. Sealed Tenders, duly super scribed "Tender for Air curtain" and addressed to the undersigned may be sent by post so as to reach by 1200 Hrs on or before 06.03.2018 or put in the Tender at Procurement Cell office of AIIMS, Patna not later than 1200 Hrs of 06.03.2018. Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on 06/03/2018 at 12:30 Hrs at Procurement Cell office of AIIMS, Patna in the presence of the bidders or their authorized representatives who may like to be present.
4. Each page of tender document must be signed by the bidder and rates should be quoted against column of rate in "Financial Bid" attached with tender document. No cutting or overwriting is allowed unless it is authenticated by full signatures.
5. The following terms and conditions may be kept in view while sending your tender:-
 - I. Delivery Period: The firm will have to deliver the ordered quantity within 15 days and to install the ordered quantity satisfactorily within 20 (twenty) days w.e.f. the date of receipt of supply order. Loading/unloading of goods, transportation, delivery and installation shall be the responsibility of the firm and no extra cost should be quoted for the same.
 - II. Installation: The offer of the vendors should include the cost of installation.
 - III. In case of delay on the part of the vendor, penalty @ .5% per week of the total order value will be deducted from the supplier's bill subject to maximum of 10% without prejudice to other terms & conditions of the order.
 - IV. Door Delivery: The offer of the vendor should also include the cost of transportation of goods from their show room/ Go-down to AIIMS, Patna.
 - V. Specification: The bidders must confirm in writing that the goods supplied by them shall be as per specification of goods mentioned in Annexure - IV and in case of any variation, the contract shall be liable to be cancelled immediately. The Security cum Performance Guarantee will also be forfeited.
 - VI. Quality of goods: The firm will be entirely responsible for quality of goods.
 - VII. The supplier should replace the rejected /damaged stores within 10 (ten) days, failing which legal action will be taken as deemed fit by the institution.
 - VIII. Guarantee/Warranty/Repair: All the goods items should have at least on year on site Guarantee/Warranty against any defect in manufacturing and functioning of pulley and railing with effect from the date of installation such defects should be repaired within three working days without any charges. No offer of the vendor will be accepted without warranty/guarantee of their products.
 - IX. Quantity: Air curtain for various windows will be required in one year and payment would be made as per actual work done.
 - X. Payment Terms: Payment will be released only after the successful delivery/installation of ordered quantity of goods. All duties/taxes have to be specified, in the financial bid and price quoted will be fixed & firm. The bidders should keep their offer valid up to one year from the date of entering into rate contract.

- XI. The firm/supplier should have its outlet at Patna also, as after sales services should be ensured during guarantee warranty period.
- XII. Along with their bids, the firm(s) should also submit the samples duly signed by the owner / authorized representative of the firm, as on getting sample approved, financial bid will be opened. If it is found that the sample is not of standard quality, the item will not be purchase from the firm even if they are L-1. AIIMS, Patna will not accept duplicate / substandard items or items not matching the samples / prescribed specifications.
6. AIIMS, Patna reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and giving any compensation. The decision of the AIIMS, Patna in this regard shall be final and binding on the firm.
7. The L-1 firm will have to make the contract on Rs.1000. (Rupees one thousand only) stamp paper to abide the rate, Terms & condition of the Tender documents. Performance-cum-security will be 10% of the Contract value, validity of which will be 60 days beyond the guarantee / warranty period and must be in the form of FDR or Bank Guarantee.
8. In case of non-compliance of any terms & conditions by renderer, AIIMS, Patna will discontinue the contract immediately, by forfeiting the EMD.
9. An amount of Rs. 50,000/- (fifty Thousands only) as Earnest Money Deposit in the form of a Demand Draft /FDR in favour of "All India Institute of Medical Sciences, Patna" payable at any Bank of Patna must be accompanied the Tender document. The Earnest Money Deposit (EMD) shall be returned to all the bidders except successful one after finalization of contract. The tender received without the prescribed EMD will not be entertained and cancelled.
10. The successful bidder will have to deposit an amount of 10% of contact value as Security cum Performance Guarantee within 15 (Fifteen) days with effect from the date of acceptance of the contract (while signing the contract) in the form of Demand Draft/ FDR / Bank Guarantee from any nationalized Bank duly pledged in favour of "All India Institute of Medical Sciences, Patna". The Security-cum-Performance Guarantee will be released only after 60 days beyond guarantee warranty period the security cum performance guarantee deposit will be forfeited in case the services of the contractor are unsatisfactory or in case of violation of the terms and condition of the contract.
11. The bidder should have to quote their rate for entire works (cost of Air curtain and its installation as well as cost of along with its various components and stitching / installation), failing which, the bid will be summarily/ out rightly rejected.
12. The bidder, once applied, will not be allowed to withdraw at any stage. If the bidder wants to withdraw, the entire amount of EMD will be forfeited.
13. The Courts of Patna will have jurisdiction over all legal disputes under this agreement.

Procurement Cell,
AIIMS, Patna.

Inviting of sealed Tender for installation of Air curtain for AIIMS. Patna

FINACIAL BID

S1 No	Type Of Curtain	Basic cost Per Sq. Ft with Installation	GST %
1	Normal Velocity Air Curtain		
2.	High Velocity Air Curtain		
3.	Extra high Velocity Air Curtain		
4.	Super High Velocity Air Curtain		

- (a) No other charges would be payable by client.
- (b) There would be no increase in rates during the contract period.
- (C) Enclose copy of previous supply orders in the financial bid for rate comparison.

Declaration by the Bidder:

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

Place:.....

(Signature of Bidder with seal)

Name:

Date:.....

Seal:

Address :

Phone No (O): Fax No. (O): E-mail:

CHECK LIST FOR TERMS AND CONDITIONS

A.: To be filled by the bidder and submitted along with the Technical Bid.

Sl. No.	Terms & Conditions as per Bidding Document	Attached (Yes/No)	Page No.	Remarks
1.	Status of Bidder: <ul style="list-style-type: none">• Manufacturer or Authorized Agent of the Manufacturer• Whether Public Undertaking, Public Ltd., Private Ltd. Company or Proprietary Firm			
2.	Power of Attorney as per Annexure – V in favour of person to sign, submit and negotiate the bid.			
3.	Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of quoted item.			
4.	Certificate for sole ownership / partnership/ Certificate of Incorporation			
5.	Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 1 crore			
6.	User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.			
7.	Performance certificate of the same supplied machine (of quoted make and Model) issued by Head of the Department. Or Institution after a minimum period of six months of installation			
8.	Prerequisite (if any) for installation of the Machine, if any, to be provided by the Institute.			
9.	Whether rates are quoted as per format mentioned in the Bidding Document or not.			
10.	Enclose an affidavit duly certified by (enclosed/ Not enclosed) the notary at the location of the Agencies/Headquarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc..			
11.	Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower			

	than the rate quoted against this tender as (ANNEXURE – “IX”)			
12.	Quality Assurance Certificate As per technical specification (please specify)			
13.	Bid Security amount deposited is enclosed or not. If yes, please mention the details.			
14.	Original Technical Catalogue of the quoted model			
15.	Certificate, to the effect that bidder will maintain the quoted item(s) during Warranty period of 5 (five) years including all spares, accessories, consumables etc., (Please mention the name of the item / items with price, which are not supplied by the bidder free of cost with frequency of replacement)			
16.	Certificate, to the effect that bidder have quoted their rates for Comprehensive Annual Maintenance Contract inclusive of labour, spares, consumables, accessories etc. on per year basis for a further period of 5 (five) years after expiry of warranty period of 5 (five) years in the price bid . (Please mention the name of the item / items with price, which are not supplied by the bidder free of cost with frequency of replacement during Comprehensive Annual Maintenance Contract period in the price bid)			
17.	Acceptance of all terms / conditions towards after sales / services as mentioned in the bidding document.			
18.	Compliance Statement with relation to the technical specification as mentioned in the bidding document duly supported by the original catalogue.			
19.	Compliance Statement with relation to the terms & conditions as mentioned in the document.			
20.	PAN and copies of Income Tax Returns for the last three years.			
21.	Duly attested copy of GST registration certificate.			
22.	Certificate to the effect that two supply orders of the same models quoted from an INI, Medical College Hospital, Govt. Hospitals, reputed Private Hospitals has been given in the Financial bid. as (ANNEXURE – “X”)			
23.	Any other information important in the opinion of the bidder.			

B: To be filled by the Bidder and submitted along with Price Bid

Sl. No.	Terms & Conditions as per Bidding Document	Page No.	Remarks
1.	Item wise price for the item(s) as mentioned in the Bidding Document and as per format attached as Annexure – I(a) or I(b)		

2.	Rate for Comprehensive Annual Maintenance Contract as per terms & conditions mentioned in the Bidding Document and as per format attached as Annexure – II		
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- 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)

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, Patna. 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:

ANNEXURE – “III”

AFFIDAVIT
(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of
Shri _____ Resident of _____ Proprietor/Director

Authorized signatory of the agency/Firm (M/s _____), do hereby solemnly affirm and declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Faculty-in-Charge Procurement Cell, AIIMS, Patna immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

Date:
Place:
Seal of the Agency

(Signature of the Bidder)
Name:
Designation
Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

Agreement for Comprehensive Maintenance Contract

(On Non-Judicial Stamp paper of Rs. 100)

1 This agreement regarding the maintenance of _____ made this day _____ by and between All India Institute of Medical Sciences Patna represented by Director (Hospital/user) (Herein after referred to as the First Party) and _____ (hereinafter referred to as the "second Party") which expression shall unless specifically excluded by or repugnant to the context include their Heirs, Executors, Administrator, Legal Representatives and Assignees.

2 The Agreement

- 2.1** This Agreement concerns the maintenance contract of _____, equipment on turnkey basis to be supplied by the Second Party according to Supply order(S) No. _____ Dt. _____. Further, the equipment is to be installed by the Second Party at the designed premises of the first party according to the schedule agreed upon.
- 2.2** The Second Party has submitted a **Performance Bond / Bank Guarantee (PBG) for 10% of the** value of the equipment amounting to Rs. _____ towards the execution of the Agreement and the warranty valid till the expiry of the warranty period of 60 months, or extended period of warranty of ____ months as the case may be. The PBG should however be valid for At-least ____ months
- 2.3** On expiry of the warranty period, the PBG will be returned by the First Party to the Second Party after the later, second party has submitted a fresh Bank Guarantee for Rs. _____ valid till expiry of the period of the service contract. The fresh Bank Guarantee to cover the service contract shall be submitted at least one month before expiry of the previous Bank Guarantee and shall be 10% of CAMC contract amount of the equipment referred to above. If any complaint is received which is not addressed by the firm within defined time, the PBG amount of 10% of CAMC value will be forfeited during the warranty of CAMC Period

3. Maintenance of the Equipment during Service Contract period: -

3.1 It shall be the responsibility of the Second Party to keep the equipment including its accessories, covered under this agreement in good working condition during the entire service contract period of five years, which will start with the expiry of the warranty / guarantee period of the equipment. During the service contract period, the equipment, including accessories, will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime). If the machine is out of order more than 5 hours during the period 8.00 AM to 5.00 Pm on any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially shall also be included the down time if it exceeds 2 days while calculation the 95% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays, Public/Govt. Holidays observed by the institute shall be allowed from the total down time permissible as defined above. The equipment will thus be required to be maintained in satisfactory working condition for the minimum 347 days in each period of 365 days which defined the 95% guaranteed uptime required to be maintained in each such period of 365 days.

3.2 However, 5 days' time will be allowed to procure the spares, in case the same has to be imported and this period of 5 days will not be counted as down time.

3.3 The Second Party will furnish a Bank Guarantee as stipulated.

4. Spares

4.1 Spares Parts during Guarantee / Warranty period:

All spares parts required during the CMC period of the equipment for the satisfactory maintenance, the second Party as its cost, expenses and care shall provide running and upkeep of the equipment. All such defective parts / components replaced by Second Party during the guarantee period and Comprehensive Maintenance Contract period shall be property of the Second Party

5 Service Charges and Payment during Contract Period:

5.1 The maintenance service charges will become effective automatically after the expiry of the guarantee period or extended warranty period as stipulated in Para 8.11 of the Agreement from the date of Satisfactory installation and commissioning and handing over of the complete equipment including all accessories.

5.2 The Comprehensive Maintenance Contract Service charges payable during the service contract period by the First Party to Second Party shall be under:

Rate of 1st Year	=	_____
Rate of 2nd Year	=	_____
Rate of 3rd Year	=	_____
Rate of 4th Year	=	_____
Rate of 5th Year	=	_____

Note: The CMC charges shall be payable in Indian Rupees Only.

5.3 In case CMC, these charges include the cost of replacement parts / Components/ Spares / Accessories etc. which shall be borne by the Second Party

5.4 The payment of the Service Contract will be released to the firm in four equal instalments after verification of all service reports. The payment will be made after the expiry of each quarter.

5.5 The firm will arrange 4 regular visits (One every Three Months) every year for keeping the equipment in good working condition during the period of Service Contract. In addition to it, the firm will be responsible for attending to all emergency break down calls as and when required by the concerned department during the year.

5.6 No price revision will be accepted by the First Party during the tenure of the agreement.

6 Force Majeure:

Any failure of omission or commission to carry out the provisions of this contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any status and /or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the supplier's control including war (whether declared or not), civil war or state of war of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

7 Arbitration:

7.1 if at any time, any question, despite or difference whatever shall arise between the two parties upon on in relation to or in connection with this Agreement, either of the parties may give to the other notice writing of the existence of such a question, despite or difference and the same shall be referred to two Arbitrators one to be nominated by the First Party and the other to be nominated by the second party/Third Party. Such a notice of the existence of any question, dispute of difference in connection with the Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this agreement shall be deemed to have been forfeited and absolutely barred. Before providing with reference, the Arbitrators shall

appoint/nominate as Umpire. In the event of the Arbitrators not agreeing in their award, the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Patna (India). The Arbitrators/Umpire shall give a reasoned award.

7.2 The provision of the India Arbitration Act in force and of rules framed there under and any statutory modification thereof shall be deemed to apply and be incorporated in this agreement.

7.3 Upon every or any such reference, the cost of any incidentals to the reference and award (s) respectively shall be at the discretion of the Arbitrators or in the event of their no agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall direct by whom and in what manner the same shall be borne and paid.

8. JURISDICTION:

The courts at Patna alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this agreement/ contract. It is specifically agreed that no court outside and other than Patna court shall have jurisdiction in the matter

By the said (Second Party)

by the said (First Party)

For _____

for AIIMS PATNA.

Signature

Signature

Name

Name

Designation

Designation

In the Presence of (Witness

Signature

Signature

Name:

Name:

Address:

Address:

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

DECLARATION FORM

[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the two supply orders (without hiding any portion like Rate, Model etc.) of the same models quoted from an INI, Medical College Hospital, Govt. Hospitals, reputed Private Hospitals has been given in the Financial Bid.

SIGNATURE AND STAMP OF THE BIDDER

SPECIFICATION OF AIR CURTAINS

1.

Type	Dimension	Power Consumption (W)	Motor Power	Air Velocity	Height of Door	Noise Level
Normal Velocity Air Curtain	10"BX11"H	250W	0.33HP	>15-17m/s	Up to 7 ft	<70dB
High Velocity Air Curtain	14.5"BX11"H	375W	0.50HP	>20-22m/s	Up to 8 ft	<75dB
Extra High Velocity Air Curtain	17"BX13"H	650W	0.75HP	>23-25m/s	Up to 10 ft	<80dB
Super High Velocity Air Curtain	20"BX15"H	750W	1HP	>25-28m/s	Up to 12ft	<85dB

2. Aesthetic look.
3. Dissolves nicely with environment.
4. Advanced Cross-flow air pattern for maximum opening coverage.
5. Two Speed for adjustable air velocity.
6. Limit sensor compatible.
7. Adjustable levellers' for maintaining air flow direction.
8. High airflow to avoid the passage of dust, insects, pollens, allergens etc. without restricting the passenger movement.
9. Maximum Height Coverable – 12 feet.
10. Sturdy powder coated heavy gauge (Minimum 0.8mm) metal housing for minimal vibrations.
11. Equally balanced blowers for low friction and low noise.
12. High quality back plate (Stainless Steel sheet of 1mm minimum) for easy installation and servicing.
13. Should have 2 motor and 4 Blower in 6 feet ^{and 3 feet} Air curtain and 1 Motor and 2 Blower in Air Curtains of 4 feet.
14. High quality ABS Cross flow blowers.
15. All Motors should have copper winding and have approx. 1400-1450 RPM to deliver Air Velocity of 20-28 m/s.
16. Cross flow blowers producing high and uniform air volume.
17. Ceiling mounted/ wall mounted as desired.
18. Air Curtains should have Five Star rating if applicable.
19. Air Curtains should come with Minimum 5 years Guarantee.
20. CMC of Syrs should be quoted along with quotation.

[Signature]
9/1/18

[Signature]
09/1/18
Medical Superintendent
AIIMS, Patna