

Tender Corrigendum

The last date of submission of bids in respect of the tender for Kitchen items, tender No.RGIIM/S&P/Enquiry/LT-15/2009-10 Dated 03/02/2010 is extended to 26.2.10. The time for closing/opening of bids remain the same.

RGIIIM

Rajiv Gandhi Indian Institute of Management, Shillong

*(An Autonomous Institute, Ministry of Human Resource & Development, Government of India)
Mayurbhanj Complex, Nongthymmai, Shillong 793 014, Meghalaya.*

Store & Purchase:

Te/Fax: (0364) - 2534526

Email: www.iimshillong.in

ENQUIRY No: RGIIM/S&P/Enquiry/LT- 15 /2009-10

Dated: 3/02/2010

File No. : RGIIM/S&P/04/08-09

Last Date & time for receiving offers: 13.30 hrs of 19/01/2010

Date & time for opening techno-commercial bid: 14.00 hrs of 19/01/2010

All registered Vendors/ Reputed dealers

Sub: Invitation to Short Tender for Procurement of Kitchen Items

Offers are invited on behalf of Director, RGIIM, Shillong from reputed registered and reputed dealer/supplier for tentative requirement of stores / items / services in sealed cover, addressed to the Director RGIIM, Mayurbhanj, Shillong - 793014 with the words "Tender for supply of *kitchen item*", enquiry number with due date boldly super scribed on the top of the envelope and the offer can be sent by registered / speed post or dropped in the Tender Box of the Institute placed near Store & Purchase Section.

Sealed quotations are invited (under two bid system) in two separate sealed covers duly marked "Techno-Commercial Bid" and "Price/Finance Bid", placed in another sealed cover/envelope .

Bid documents/Tender paper can be had from the Store & Purchase Officer, RGIIM, Mayurbhanj Shillong on all working days during office hour on payment of non-refundable tender Fee for Rs 500/- (Rupees Five hundred only) by hand or Rs 600/- (Rupees Six hundred only) by post, in the form of Demand Draft drawn on any nationalized Bank in favour of Director RGIIM, Shillong-14. The tender documents can be downloaded from the Institute Website and the same will be submitted along with the tender fee mentioned above.

Supplier/Vendor/Contractor should note that the following terms and conditions will apply specifically in addition to the Rules and regulations applicable to purchases in the Government of India.

TENDER REFERENCE : RGIIM/S&P/Enquiry/LT-15 /2009-10

DATE OF COMMENCEMENT

SALE OF TENDER DOCUMENT : 3.02.2010

LAST DATE FOR SALE OF TENDER DOCUMENT : Before the closing hours of 19/02/2010

LAST DATE & TIME OF RECEIPT OF TENDER : 13.30 hrs of 19/02/2010

TIME & DATE FOR OPENING F TENDER : 14.00 hrs of 19/02/2010

PLACE OF OPENING OF TENDER : **Office of the Director,
RGIIM, Shillong
Mayurbhanj, Nongthymmai
Shillong-14**

ADDRESS FOR COMMUNICATION : **As above**

EMD	: Rs 5000.00
COST OF THE TENDER DOCUMENT	: Rs. 500.00
COST OF THE TENDER DOCUMENT BY POST	: Rs. 600.00

1. Please note that no counter proposal is acceptable to us and conditional / late tenders are liable to be rejected.
2. Vendors / Contractors are required to submit attested copies of their Trading license, Sales tax/ VAT registration and dealership / distributorship documents issued by the competent authority.
3. Detailed specification enclosed (ANNEXURE: D), of prescribed standards, enclose manual/ documents. Original manufacturers should have ISO/ ISI/ CE or equivalent certificate.
4. Stores will be accepted subject to the condition of verification and inspection by the competent authority / inspecting agency and the offer should be valid at least one year from the date of closing.
5. Time schedule of delivery is within two weeks of receipt of supply order or else deduction on gross bill @.5 % per week or part thereof, will be made as liquidated damages / delay in supply, subject to maximum of 10 % of the value of the delayed supplies.
6. Insurance during transit to be borne by the vendor / supplier/contractor inclusive of handling within the Institutes premises, till the completion of final Inspection and acceptance.
7. Samples and other associated services to be provided by the supplier/vendor/contractor within the cost indicated.
8. Bills shall be submitted in quadruplicate along with a receipted copy of Challan duly endorsed in the desk of the Receiving section in this Institute.
9. The Institute reserves the right to reject any tender or all tender without any reason.
10. No work will be allotted to Non-tribal bidder, contractors, Suppliers, stockists, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
11. Settlement of disputes - Director, RGIIM or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned The documents can also be downloaded from our website: www.iimshillong.in

Stores & Purchase Officer

CC. Accounts Officer / IPC / Tender Committee members- For information and wide circulation please

- CAO for information please & to direct the concerned section to upload on the Institute's website.

ANNEXURE: A: FORWARDING LETTER OF TENDERER

Sl.No. OF TENDER : RGIIM/S&P/Enquiry/LT- 15 /2009-10
FILE NO. : File No. : RGIIM/S&P/04/2008-09

The Director,
Rajiv Gandhi Indian Institute of Management
Shillong - 793014

Dear Sir,

1. I/We hereby submit our tender for the supply of
2. I/We now enclosing herewith the Bank Guarantee/D.D./ No...Nil..... dated.....Nil..... f or Rs. 5000/- drawn in favour of the "DIRECTOR, RGIIM, SHILLONG" towards EMD/Bid Security. Tenders not accompanied with EMD/Bid Security (along with Technical Bid Part-I in case of two-bid system) shall be summarily rejected.
3. I/We hereby agree to all the terms and conditions, stipulated by the RGIIM, in this connection including delivery, penalty etc. Quotations are being submitted under separate covers and sheets and shall be considered on their face value.
4. I/We have noted that over written entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).
5. I/We undertake to sign the contract/agreement, if required, within 7 (Seven days) from the issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the RGIIM,Shillong-793014
6. I/We have gone through all terms and conditions of the tender documents before submitted the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC, HAS BEEN INDICATED IN THE QUOTATIONS AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Signature Tenderer with full Address

WITNESS _____

WITNESS _____

ANNEXURE: B: DETAILED TERMS AND CONDITIONS OF TENDERS

1. Tender should be addressed to the DIRECTOR, RGIIM, SHILLONG and submitted to the Office of the Stores and Purchase Officer, under sealed cover failing which the tender shall be rejected. Terms and conditions for supply should invariably be indicated otherwise would be taken on its face value. The rates may be quoted on separate sheets failing which the tender(s) will be rejected.

2. Mixed quotations will not be considered for acceptance.

3.(a) TENDER SHOULD INVARIABLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:

PART-I: - TECHNO-COMMERCIAL BID IN ONE SEALED COVER.

PART-II: - PRICE BID/FINANCIAL BID IN ONE SEALED COVER.

BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN OUTERCOVER INDICATING THEREON:

i) Reference No. of the Tender: _____

ii) Tender regarding: _____

iii) Due date for submission of the tender: _____

iv) Due date for opening of the tender: _____

v) Name of the firm: _____

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNO-COMMERCIAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLE BE ACCOMPANIED WITH THE TECHNO-COMMERCIAL BID.

NOTE: -TENDERS SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

3.(b) All brochures, catalogue etc of the items quoted should be kept in the techno-commercial bid.

4. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. PLEASE EXCLUDE CUSTOM DUTY COMPONENT IN RUPEE QUOTE AS THE INSTITUTE IS EXPECTED TO BE EXEMPTED FROM THE PAYMENT OF EXCISE DUTY/CUSTOMS DUTY. Tender not confirming to these requirements shall be rejected and no correspondence will be entertained whatsoever.

5. THIS TENDER DOCUMENT IS NON-TRANSFERABLE.

6. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible; no blanks should be left which would otherwise, make the tender rejected.

7. The tendered rates should be kept opened **for a period of one year** from the date as the tenders are opened.

8. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.

9. EACH TENDER SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY (IF APPLICABLE) FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED. The EMD/Bid Security of the successful bidder will be retained till the warranty period is over.

10. If the delivery is not effected on due date, the Director, RGIIM, Shillong will have the right to impose penalty as indicated. In

case of default the Institute will have the right to procure the ordered item from open market /another party at their own risk and expenses under risk purchase clause. Late supplies of the items will result in strict action and risk purchase will be done without giving any extension, will be made immediately after lapse of date of delivery.

11. In case of non supply of material within the due date i.e. with in the date of delivery, the Director, RGIIM, Shillong will have the right to impose penalty as deemed fit to resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.

12. Excise Duty & other such levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.

13. The Director, RGIIM, Shillong shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

14. No payment shall be made for rejected material. The tenderers would remove rejected items within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any further notice.

15. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No inquiries verbal or written shall be entertained in respect of Acceptance or rejection of the tender.

16. TENDER SHALL BE REJECTED IF THE COPY OF SALES TAX REGISTRATION CERTIFICATE (Now called as VAT) NOT FURNISHED. Sales tax and other statutory levies should be shown separately and should not be included in the basic price. Otherwise it will not be considered.

17. The quantity will be as per the actual requirement.

18. Any action on the part of the tender to influence anybody in the said Institute will be taken as an offence and the tender submitted by the firm will subsequently be rejected.

19. The price charged for the Stores/Equipment's, under the reference, by the supplier shall in no even exceed the lowest price at which the supplier the Stores/Equipment's of same identical description to any other person/organization/ Institution during the currency of the contract as per fall clause adhered by D.G.S.& D. If at any time, during the said period the supplier reduced the said prices of such/Stores/Equipment or sales such stores to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Director, RGIIM, Shillong and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced and should attach an undertaking on non-judicial stamp paper of Rs 10/- duly attested on acceptance of the offer, before placement of order.

20. The supplier shall furnish the following certificate to the Accounts Officer along with each bill for payment for supplies made against in Rate Contract Tender.

"I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution up to date of bill/the date of completion of suppliers against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender".

21. If at any time, any question, dispute or difference whatever shall arise between the two parties RGIIM on the one hand and vendor on the other hand) in relation to the purchase either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the arbitrators shall appoint/nominate an 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 arbitrator shall be at RGIIM.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed if under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation, installation and commissioning etc.

Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators on in the event of their not 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 manners the same shall be borne and paid.

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

23. Any failing of omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or 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 statute and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or 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 major conditions.

24. The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/ Private institution. The tenderer/Supplier has to give an affidavit on non-judicial stamp paper duly attested of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organization.

25. Samples of all items (if required) should be submitted invariably to Stores and Purchase Officer, before finalization of the tender .

26. The tenderers are required to quote their rates on Schedule -C provided with the tender. The percentage of Sales Tax (Now called as VAT) to be charged be clearly mentioned in along with rates.

27. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.

28. SELECTION WILL BE MADE PURELY ON SPECIFICATION, SAMPLE/MODEL/MAKE AND QUALITY BASIS.

29. If the tenderer gives a false statement on any of the above information, the firm/supplier will not be considered and their quotation/tender shall be deemed to be rejected and the security deposited will stand forfeited.

30. It will be the prerogative of the Institute to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the Institute. The Institute shall have the right to reject any tender without assigning any reason thereof. No correspondence will be entertained in this regard. Only one best quality item (according to our specification) should be quoted against the item.

31 Sample submitted should be numbered, with names indicated therein, as per the items in Annexure: D.

32. Handwritten quotations shall be accepted at the bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.

33. Payment of the approved vendor for supply of items at RGIIM shall be made through cheque or electronic clearing system. In case of cheque, the same will be dispatched registered post and postal charges shall be deducted from their bills.

34. THE FORWARDING LETTER/ UNDERTAKING (ANNEXURE: A) DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONG WITH QUOTATIONS FURNISHED FAILING WHICH THE TENDER SHALL BE REJECTED.

35. A) If the above-mentioned certificates/documents are not submitted along with the tender, such offers will not be considered and will be out rightly rejected.

b) Any tenderer /supplier giving false information shall be disqualified and removed from the rate contract. No business, henceforth, will be done with the firm/supplier.

Check List of Certificates/ Documents required to be submitted with **Techno-commercial Bid: I**

The tenderer are advised to submit the following certificates under the category of “**Vital documents**” _____ invariably along-with Techno-Commercial Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

- Violation of two-bid system, Part-I. (Clause no.03)
- EMD/bid amount. (If applicable) (Clause No. 09)
- Sales tax (now called as VAT) registration certificate and Trading license (clause no.16)
- Fall clause declaration (clause no.19)
- Non-black listing declaration (clause no.24)
- Samples in accordance with Clause No.25.
- Annexure – ‘A’ (Clause No. 34)

ANNEXURE: C: FORMAT OF SUBMISSION OF PRICE /FINANCE BID: II

Item No. of Indent	Description of Goods	Unit	Rate per unit	Quantity (Rate) Rs	Cost (Rs)		Other charges	Total (5+6+7+8)
					Taxes / VAT	Excise duty		
1	2	3	4	5	6	7	8	9
1								
2								
3								

The rates should include all taxes including supply, installation, fitting, commissioning and all other miscellaneous /associated activity with warranty of 1 year.

Signature of Tenderer
Address: \

SPECIFICATION OF STORES: ANNEXURE: D

Sl. No.	Stores / Items / Services	Specification	Manufacturer / Company	Quantity	Remarks/ Manuals/ Pamphlets
1.	Chapatti plate with puffer	60"x24"x12" (Heavy duty)			
2	Dosa Plate	48"x24"x12" (Heavy duty)			
3	Idlil Steamer	54 Idlil Capacity			
4	Atta Kneading Machine	20 kgs Capacity			
5	Potato Peeler	Medium Capacity			
6	Heavy Duty mixer	5 kgs capacity			
7	Wet grinder	5 liters capacity			
8	Coal/Gas Tandoor	Heavy duty			
9	Food warmer Bain Marie 8 vessels	12 liter Capacity each vessel			
10	Salamander (Bread Toaster)	Heavy duty			

1. The rates will remain effective for _____ days.
2. Accepted all the terms and conditions as mentioned in the Tender Notice / Enquiry No. RGIIM/S&P/Enquiry/LT-15 /2009-10
3. Other details, if any_____

Dated: _____

Signature of Tenderer
Address: