

Tender
For
Homogenizer
At
All India Institute of Medical Sciences, Jodhpur

NIT Issue Date : July 26th, 2014
NIT No. : Admn/Tender/08/2014-AIIMS.JDH
Pre-Bid Meeting : August 04th 2014 at 03:45 PM.
Last Date of Submission : August 18th, 2014 at 03:00 PM.



All India Institute of Medical Sciences, Jodhpur
Basni Phase - II, Jodhpur, Rajasthan-342005.
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All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute being established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders for supply & installation of the following items at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

S.No	Item Description	Quantity	EMD (Rs.)
1.	Homogenizer	01	4,000

Quotation should be sealed and super-scribed with tender number and address to:

“Administrative Officer
All India Institute of Medical Sciences, Jodhpur
Basni, Phase-II
Jodhpur-342005, Rajasthan”.

The sealed quotations should reach the Institute, latest by 18th August, 2014 at 03:00 PM and it will be opened on same day at 04:00 PM in the Conference Hall, Academic Block, AIIMS Jodhpur in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

Terms & Conditions:

1. **Preparation and Submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers “**Technical Bid for Tender for Supply of Homogenizer**” and **Financial Bid for Tender for Supply of Homogenizer**”. Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as “**Tender for Supply of Homogenizer**”
 2. **Earnest Money Deposit:** The bidder shall be required to submit refundable amount as Earnest Money Deposit (EMD) of Rs. 4,000 (Rs. Four Thousand only) and a non-refundable tender fee for an amount of 1,000/- (Rupees One Thousand only) by way of demand drafts. The demand drafts shall be drawn in favour of “All India Institute of Medical Sciences, Jodhpur”. **In case of Earnest Money Deposit, the bidder can submit it in the form of Demand Draft/ Banker Cheque/ Bank Guarantee from a commercial bank.**
- The EMD of the successful bidder shall be returned after the successful completion of contract/ order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.
- The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (copy of registration must be provide along with).
3. **Tender Fee:** Tender fee will be Non-refundable amount of Rupees One thousand only (Rs.1000/-).
 4. **Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
 5. **"PRE –BID Meeting"** with the intending bidders shall be held on **04th August, 2014 from 03:45 P.M. onwards at AIIMS, Jodhpur.**
 6. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The

tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

- 7. Delivery & Installation:** The goods ordered shall be delivered within **30 days** of issue of supply order at AIIMS, Jodhpur. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 2% per week of the total order value shall be levied subject to maximum of 10% of the total order value.
- 8. Guarantee / Warrantee Period:** The Tenderers must quote for 2 years comprehensive warranty (Including all Spares, Accessories and Labour) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the bidders are requested to submit their quote (Rates) for subsequent 3 years Comprehensive Maintenance Contract (CMC) (Including All Spares, Accessories and Labour). Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taking into account on basic price and post warranty CMC.
- 9. Documents:**
 - a. All pages of the Tender should be numbered and indexed.
 - b. The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
 - c. The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.
- 10. Payment Terms:** 100% payment of the order value shall be released after successful supply & installation of the ordered goods.
- 11. Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.
- 12. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the security deposit shall also stands forfeited.
- 13. Insolvency etc:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.

14. Force Majeure: If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

15. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

16. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.

17. Sample: AIIMS Jodhpur reserves the right to ask the tenderers for submitting the sample of each item for which rates have been quoted, Technically Qualified Bidders may be asked to submit samples along with their quoted items nos. and their firm name without indicating any prices before opening of Financial Bid to AIIMS, Jodhpur for Inspection.

18. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.

19. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer.

20. Conditional bid will be treated as unresponsive and it may be rejected.

21. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

22. Applicable Law:

- The 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.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

Annexure-I
Technical Specification

S.No	Item	Specifications	Qty.
01.	Homogenizer	Volume range min:- 1ml Volume range max. (H ₂ O)[l] litre (various volume range can be accommodated) Viscosity max. [mPas]5000 Speed range [rpm] 3000-25000 Speed display LED Extension arm length [mm] 13 Extension arm length [mm] 160 Weight [kg]<5kg Voltage [v]200-240 Freq. 50/60Hz	01

Annexure-II**TECHNICAL BID**

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone & Mobile No.	
Name and address of service centre nearby Jodhpur.	
Whether the firm is a registered firm Yes/No (attached copy of certificate)	
PAN No. (enclose the attested copy of PAN Card)	
Service Tax No. (enclose the attested copy of Service Tax Certificate)	
VAT No. (enclose the attested copy of VAT Certificate)	
Whether the firm has enclosed the Bank Draft/Pay Order/Banker's cheque of Earnest Money Deposit.	
Whether the Firm/Agency has signed each and every page of Tender/NIT	
Please provide full list of consumables.	
Any other information, if necessary	

Authorized signatory of the bidder with seal.

Annexure-III**Format for Financial Bid**

(To be submitted on the letterhead of the company / firm)

S.No	Particular	Quantity	Rate	Vat/Taxes	Amount
01	Homogenizer	01			
	Grand Total				

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.