



# All India Institute of Medical Sciences Jodhpur

Admin/General/61/2013-AIIMS.JDH

## Chapter I- Instruction to bidders

### Notice Inviting Tender

All India Institute of Medical Sciences, Jodhpur, Rajasthan, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed Tenders for supply & installation of the following item(s) at the institute. You are requested to quote your best offer along with the complete detail of specifications, terms & conditions.

S.No.	Item Description	Quantity
1	Autoanalyser	1

1. Interested parties may send their tender in sealed cover addressed to the Administrative Officer, All India Institute of Medical Sciences, Basni Phase - II, Jodhpur superscripted with tender number and complete in all respects latest by June 24, 2013 upto 3:00 pm. The Quotations will be opened on the same day at 05.00 PM in the Project Cell, Residential Complex, All India Institute of Medical Sciences, Jodhpur. 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 & Financial contains specification and allied Technical details and the Price Schedule of the item. The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various item(s) will be opened on a suitable date, to be intimated later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.



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3. The technical bid and the financial bid should be sealed by the bidder in separate covers superscribed "**Technical bid for Tender for Supply of Autoanalyser**" and "**Financial Bid for Tender for Supply of Autoanalyser**". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "**Tender for Supply of Autoanalyser**". The 'Technical Bid' will be analysed 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**

Issue Date	:	07 <sup>th</sup> June, 2013
Last date and time of receipt of tender	:	24 <sup>th</sup> June, 2013 at 03:00 PM
Amount of Earnest Money Deposit (EMD)	:	Rs. 50,000/- (Rupees Fifty thousand only)
Tender Cost	:	Rs. 500/- (Rupees Five Hundred only)
Date & time of opening of tender	:	24 <sup>th</sup> June, 2013 at 05:00 PM
Venue	:	Project Cell, AIIMS, Basni Phase-II, Jodhpur-342005.

4. Tender document may be downloaded from this Institute official website "<http://www.aiimsjodhpur.edu.in>" and the tenderer shall deposit a separate Bank Draft/ Pay Order/ Banker's cheque in favour of "All India Institute of Medical Sciences, Jodhpur" worth Rs 500/- alongwith tender Document (Technical Bid). **The tenders submitted without tender cost or without EMD shall liable to be rejected summarily.** The cost of the bid document is non-refundable.

(Manish K. Srivastava)  
Administrative Officer  
Tel No. 0291-2740329.



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**Chapter-II- Conditions of Contract**

**General Terms and Conditions**

**Subject: - Notice Inviting Tender for Supply of Autoanalyser for All India Institute of Medical Sciences, Jodhpur**

**1. Earnest Money :**

Earnest money by means of a Bank Demand Draft/ Pay Order of Rs 50,000/- (Rs. Fifty thousand only) may be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD may be prepared in the name of "All India Institute of Medical Sciences, Jodhpur".

- a) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the ministry in respect of any previous work will be entertained.
- b) Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail 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) The Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

**2. 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 Autoanalyser "and "Financial Bid for Tender for Supply of Autoanalyser ". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "Tender for Supply of Autoanalyser "



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**3. Signing of Tender :**

Individual signing the tender or other documents connected with contract must specify whether he sign as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor ;
- (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the 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.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

**N.B.**

(1) 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 should also be enclosed along with the tender.

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

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

(4) **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.

**4. 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 at the opening of the



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tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification

### 5. **Validity of the bids:**

The bids shall be valid for a period of 120 day from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

### 6. **Right of acceptance:**

The AIIMS, Jodhpur reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender.

Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

### 7. **Communication of Acceptance / Right of Acceptance :**

AIIMS, Jodhpur, reserves all right to reject any tender including of those tenders who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

### 8. **Performance Security :**

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur"

The security deposit 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.

Performance Security shall be submitted in the form of Bank Guarantee or Fixed Deposit Receipt issued by a scheduled Bank and the Performa provided with the tender document. Performance Security will be discharged after completion of contractor's performance obligations (including Comprehensive maintenance contract period) under the contract.

### 9. **Delivery & Installation :**



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The Equipment shall be delivered within 30 days of issue of supply order. Satisfactory installation / commissioning and handover of the equipment will be completed within two weeks from the date of receipt of the equipment at the AIIMS, Jodhpur premises.

**10. Satisfactory Installation:**

Satisfactory installation / commissioning and handling over of the equipment mean the faultless functioning of the equipment for a minimum period of 30 days after satisfactory installation.

**11. Guarantee / Warranty:**

Bid must be quoted with three (03) year comprehensive on-site warranty / guarantee and it will be started from the date of the satisfactory installation / commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the components. Warranty would be followed by five (05) year CMC (Comprehensive maintenance contract with spares) @ 4% of the cost of the Autoanalyser with 5% increment every year. Vendor would submit list of Consumables required for running the machine along with its cost.

**12. Liquidated Damages**

13(i) The date of delivery of the store, stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after the expiry of contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of this right to recover liquidated damages under clause 13 (ii) below.

13 (ii) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 1 % of the value of delayed supply for a period up to 4 (four) weeks and thereafter at the rate of 10 % of the value of the delayed supply for another 4 (four) weeks of delay. In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

**13. 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



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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 by reason of such event 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. 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.

**16. 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.

**17 Subletting of Work:**

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

**18. Right to call upon information regarding status of work:**

The AIIMS, Jodhpur will have the right to call upon information regarding status of work/ job at any point of time.

**19. Terms of payment:**

- 90% payment of the total order value shall be released after the successful installation of the ordered goods against the submission of the test report.



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- Balance 10% of the order value shall be released after the submission of the performance security.

#### **20. Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to the made thereunder, 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.

#### **21. Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in Jodhpur, Rajasthan and all obligations hereunder shall be deemed to be located at Jodhpur, Rajasthan and Court within Jodhpur, Rajasthan will have Jurisdiction to the exclusion of other courts.

(Manish K. Srivastava)  
Administrative Officer  
Tel No. 0291-2740329.



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**Chapter III - Specifications and allied Technical Details**

**Parameters and Technical Specifications for Executing the Work:**

1. The firm should be registered and should have the turnover of Rs. 75,00,000/- (Rs. Seventy Five Lakhs only) for the last three consecutive years.
2. The firm has to submit a proof of turnover as mentioned above supported by documentary materials.
3. The delivery of the items will have to be made at AIIMS, Jodhpur. No transportation/ cartage charges will be provided for the same.
4. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.
5. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.

Manish K. Srivastava  
Administrative Officer,  
AIIMS, Jodhpur.



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## Chapter - IV Contract Form

### TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Firm/Bidder	Page No.	
1.	Name & Address of the Tenderer/ Concern		
2.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organisation		
3.	Name and address of service centre nearby Jodhpur		
4.	Details of the Earnest Money Deposit (EMD) worth Rs. 50,000/- (Rs. Fifty thousand only)		
5.	Details of the cost of the Tender documents worth Rs. 500/- (Rs. Five Hundred only)		
6.	Whether each page of NIT and its annexure have been signed and stamped		
7.	Whether Bidders have quoted for each and every item mentioned in Chapter V		
8.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
9.	Proof of the last three year's turnover of the firm which should not be less than Rs. 75,00,000/- (Rupees Seventy Five Lakhs only) continuously for the preceding three years		
10.	Permanent Account Number		
11.	TIN No. with Proof		
12.	Whether copies of authenticated balance sheet for the past three years enclosed		
13.	Any other information important in the opinion of the tenderer		

#### Note:

- 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)

Date:

Place:



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### **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.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:



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## Chapter-V- Financial Bid

### Format for Financial Bid

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

S.No	Name of Item	Quantity	Rate	Vat/Taxes	Amount
1.	Autoanalyser	1			
	<b>Grand Total</b>				

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.



TECHNICAL SPECIFICATIONS AUTOANALYSER

**Fully Automated Clinical Chemistry Analyser specifications:**

1. **SYSTEM:** Floor/Bench top Model, Completely open, Discreet, Multi-channel, Random Access, With automatic rerun, automatic reflex testing and capable of performing tests like Enzymes, substrates, Serum Proteins, Electrolytes, HbA1c, TDM assays and Immunoturbidimetric etc.
2. **Through put:** About 400 Photometric tests/Hour and about 600 Tests / hr with ISE.
3. **Assay modes:** End point, Rate, fixed point and ISE.
4. **Analytical Methods:** Colorimetry, turbidimetry, latex agglutination, homogeneous, ISE.
5. **Sample loading:** Minimum of 50 sample positions with continuous Loading. Bar code reading facility for positive sample identification, real time test requisition downloading from host should be possible.
6. Cooled compartment for Standards and Controls.
7. **Sample cups:** Primary and secondary tubes and pediatric cups
8. **Sample types:** Plasma, urine, Serum, CSF etc.
9. **Stat facility:** Facility for continuous loading of stat samples without, interrupting the routine run. Minimum 20 STAT sample positions for very urgent samples.
10. **Sample volume:** 1 to 30 microliters in 1.0 microliter increment
11. **Sample probe:** Probe should have liquid level sensor .Sample clot detection and crash prevention facility should be available.
12. **Reagent disk:** Refrigerated reagent disk with minimum 50 positions.
13. **On- Board Parameters Tests:** Minimum 50 on-board parameters tests.
14. **Reaction volume:** Should be from 150ul to 300u.
15. **Reagent probe:** Probe with liquid Level sensors and washing facility. Probe crash detection should be available.
16. **Stirrer:** More than 2 on board variable speed stirrers should be available.
17. **Cuvettes:** Must have permanent hard glass. It should have the facility to change individual cuvettes.
18. **Cuvette washing:** Automatic on-board washing.
19. **Photometer:** Wavelength ranging from 300 - 80.0 nm
20. **Lamp source:** Halogen I Xenon Lamp.



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21. **Quality control:** Real Time, Individual and cumulative quality control. Automatic QC programming required.
22. **Water plant:** Compatible RO/water purification plant to be supplied.
23. **Compatible UPS.**
24. **Software:** Licensed Window XP or licensed equivalent.
25. **Data storage:** 50000 patient samples.
26. **Inter face:** Unidirectional and Bidirectional communication possible.
27. **Reagents:** Manufacturing Company should have their own system reagents, controls any calibrators and the price list for the same should be enclosed with the price bid.
28. **Accessories, reagents calibrator and control:** company shall provide a list of accessories reagents calibrator and control to be used for running the instrument.



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## DRAFT

### PERFORMANCE SECURITY BOND FORM

1. In consideration of All India Institute of Medical Sciences, Jodhpur (here in after called the AIIMS, Jodhpur) having agreed to exempt \_\_\_\_\_ (here in after called the said contractor(S) from the demand of security deposit/earnest money of Rs \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the Bank) \_\_\_\_\_ (herein after referred to as "the Bank") at the request of \_\_\_\_\_ Contractor's do hereby undertake to pay the AIIMS, Jodhpur an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the AIIMS, Jodhpur reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.

2. We (Name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the AIIMS, Jodhpur stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the AIIMS, Jodhpur reason of breach by the said contractor's of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the AIIMS, Jodhpur in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the AIIMS, Jodhpur any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (Name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the AIIMS, Jodhpur, under or by virtue of the said



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agreement have been fully paid and its claims satisfied or discharged or till AIIMS, Jodhpur certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.

5. We (name of the bank) further agree with the AIIMS, Jodhpur that the AIIMS, Jodhpur shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the AIIMS, Jodhpur against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the AIIMS, Jodhpur or any indulgence by the AIIMS, Jodhpur to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by AIIMS, Jodhpur.

Dated: \_\_\_\_\_ For

\_\_\_\_\_

(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.