

Extension of Tender

For

Equipments required for Department of General Surgery

At

All India Institute of Medical Sciences, Jodhpur

NIT No. : Admn/Tender/General Surgery/2015-AIIMS.JDH

Original NIT Issue Date : 25th February, 2016

Extended Last Date of Submission : 30th December, 2016 at 03:00 PM.

Note:

The bidders who have already submitted their bids for the said NIT need not apply again.



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur, Rajasthan-342005.

Telephone: 0291- 2012978, email: aoadmin@aiimsjodhpur.edu.in

www.aiimsjodhpur.edu.in

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 for the Department of General Surgery at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Chapter-I

S. No	NIT No.	NAME OF EQUIPMENT	QTY	EMD (Rs.)
1	Admn/Tender/General Surgery/2/2015 -AIIMS.JDH	Infra-red coagulation for haemorrhoids	1	8,000
2	Admn/Tender/General Surgery/3/2015 -AIIMS.JDH	Flexible choledochoscope	1	36,000
3	Admn/Tender/General Surgery/4/2015 -AIIMS.JDH	Bariatric patient Bed	3	60,000
4	Admn/Tender/General Surgery/5/2015 -AIIMS.JDH	Bariatric Patient Trolley	2	16,000
5	Admn/Tender/General Surgery/6/2015 -AIIMS.JDH	Body composition analyzer (for bariatric patients)	1	8,000
6	Admn/Tender/General Surgery/7/2015 -AIIMS.JDH	Bariatric Patient wheel chair	2	8,000

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 **30th December, 2016 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 (Item Name)**” and “**Financial Bid for Tender for Supply of (Item Name)**”. Both Sealed Envelopes (separate for each NIT) should be kept in a main/ bigger envelope super-scribed as “**Tender for Supply of (Item Name)**”.
- 2. Earnest Money Deposit: Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount as per Chapter-I by way of demand drafts and Bank Guarantee only. The demand drafts shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**”. The demand drafts and Bank Guarantee for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit 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 Rs. 1,000/- (Rupees One Thousand only) **for Each Item** by way of demand drafts only. The demand drafts shall be drawn in favour of “**All**”

India Institute of Medical Sciences, Jodhpur". Bids received without demand draft of tender will be rejected.

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. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. if any in writing to AIIMS, Jodhpur, within 48 hours from the issue of this tender.
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 and Installation:

i) For goods supplied from India:

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within **30 days** from the date of issue of supply order.

ii) For goods imported directly from abroad:

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within **60 days** from the date of opening of Letter of Credit for shipment.

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 0.5% per week of the total order value shall be levied subject to maximum of 10% of the total order value. The successful tenderer will also provide required training for supplied items at AIIMS Jodhpur. The goods should be manufactured after adoption of latest technology.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely of the goods and performance of services, the supplier shall promptly inform the AIIMS, Jodhpur for extension of the delivery schedule accordingly. On receiving the supplier's communication, the AIIMS, Jodhpur shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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.

8. **Signing the Contract:** - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. One Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
9. **Performance Security:** As a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 10% of order value and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, including CMC period towards security deposit by way of demand draft/ bank Guarantee in favour of "All India Institute of Medical Sciences, Jodhpur" drawn on any Nationalized Bank/Scheduled Bank and payable

at Jodhpur within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement).

- 10. Incidental Services:** The supplier shall be required to perform the following services:-
- Installation & Commissioning, Supervision and Demonstration of the goods.
 - Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - On Site Training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of user department.
 - Supplying required number of operation & maintenance manual for the goods.
 - To provide non-locked open software and standard interface inter-operability conditions for networked equipment's in hospital management information system, wherever applicable.
- 11. Accessories & Consumables:** The separate price list of all accessories and consumables, if any, must be attached/ enclosed along with the Financial Bid.
- 12. After Sales Service:** After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.
- 13. Inspection:**
- AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
 - AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
 - The Director, AIIMS Jodhpur 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.
 - No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
- 14. Documents:**
- All pages of the Tender should be numbered and indexed.**
 - 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.
 - The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.
- 15. Manufacturer Authorisation:** The bidder (if not original equipment manufacturer must submit Original Equipment Manufacturer authorization certificate that the tenderer is authorized for selling and maintain the equipment quoted for. Performa attached at **Annexure- III**.
- 16.** The bidders are required to submit user certificate for the relevant equipment on the letter head of the institution (Government/ Private).
- 17.** The successful bidder will be required to submit order copies of the supply of the equipment in Government institutions in last 12 month for rate reasonability purpose.

- 18. Insurance:** - The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. If the equipment's is not commissioned and handed over to AIIMS, Jodhpur within specified period, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the AIIMS, Jodhpur.

19. Tender Currencies:

- a. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.
- b. For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed /undertaken in India.
- c. Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

- 20. Tender Prices:** While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:

For domestic goods or goods of foreign origin located within India, the prices in the corresponding Financial Bid shall be entered separately in the following manner:

- a. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST/ VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.;
- b. Any sales tax or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
- c. Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Financial Bid;
- d. The price of Incidental Services, as mentioned in List of Requirements and Financial Bid;
- e. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and
- f. The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid.

For goods offered from abroad, the prices in the corresponding Financial Bid shall be entered separately in the following manner:

- a. The price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Financial Bid;
- b. The price of goods quoted CIF port of entry in India as indicated in the List of Requirements and Financial Bid;
- c. The price of goods quoted for delivery at AIIMS, Jodhpur as indicated in the List of Requirements, Financial Bid and Consignee List;
- d. Wherever applicable, the amount of custom duty with CDEC applicable on CIF value on the goods to be imported;
- e. The charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to AIIMS, Jodhpur, as specified in the List of Requirements and Financial Bid;
- f. The charges for Incidental Services, as in the List of Requirements and Financial Bid;
- g. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and
- h. The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid.

Additional information and instruction on Duties and Taxes: If the Bidder desires to ask for excise duty, sales tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

Excise Duty:

- a. If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b. If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c. Subject to sub clauses (i) & (ii) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

Sales Tax: - If a bidder asks for sales tax/CST / VAT/CENVAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The CST / VAT/CENVAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax/ CST / VAT/CENVAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract.

Octroi Duty and Local Duties & Taxes:- Normally, goods to be supplied to Government departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government department. Keeping this in view, the supplier shall ensure that the goods to be supplied by the supplier against the contract placed by the AIIMS, Jodhpur are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the AIIMS, Jodhpur. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the AIIMS, Jodhpur to enable the AIIMS, Jodhpur reimburse the supplier and take other necessary action in the matter.

Customs Duty: In respect of imported goods offered from abroad, the bidder shall specify the rate as well as the total amount of customs duty payable with Custom Duty Exemption Certificate, if applicable, on the quoted goods in the Financial Bid. The bidder shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods.

- a. For transportation of imported goods offered from abroad, relevant instructions as incorporated shall be followed.
- b. For insurance of goods to be supplied, relevant instructions as provided shall be followed.
- c. Unless otherwise specifically indicated in this NIT document, the terms FCA, FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- d. The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the tenders by the purchaser and will no way restrict the AIIMS, Jodhpur right to award the contract on the selected bidder on any of the terms offered.

- 21. Indian Agent:-** If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:
- The complete name and address of the Indian Agent and its Permanent Account Number as allotted by the Indian Income Tax authority.
 - The details of the services to be rendered by the agent for the subject requirement.
 - Details of Service outlets in India, nearest to the AIIMS, Jodhpur to render services during Warranty and CMC period.
- 22. Firm Price**
- Unless otherwise specified in the NIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
 - However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated will apply.
- 23. Conversion of tender currencies to Indian Rupees: -** In case the bid document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the closing exchange rates established by the Reserve Bank of India for similar transactions, as on the date of '**Last Date of Submission of Tender**'.
- 24. Payment Terms:**
- Payment for goods supplied from India:**
100% payment of the total order value shall be released after the successful installation/ commissioning of the ordered goods against the submission of the inspection report.
 - Payment for Imported goods:**
For imported goods payment shall be made in the following manner:
 - On shipment:** 75 % payment of the contract price shall be paid 60 days after presentation of shipping documents {goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country} and upon the submission of the following documents:
 - Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - Original and four copies of the clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill.
 - Insurance Certificate;
 - Certificate of origin by the chamber of commerce of the concerned country;
 - Certificate of country of origin;
 - Manufacturer's / Supplier's warranty certificate;
 - Manufacturer's own factory inspection report.
 - On Acceptance:** 25 % payment would be made after satisfactory installation & commissioning on issuance of Inspection certificate by the AIIMS, Jodhpur.
- Note:-The supplier shall not claim any interest or any other payment under the contract.*
- 25. Custom Clearance:** For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of supplier. Transportation of goods up to AIIMS, Jodhpur and its successful installation and commissioning is also the responsibility of the supplier. All charges/ expenses incurred in this process will be borne by the supplier. **NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC.**

26. Guarantee / Warrantee Period:

26.1 For the equipment value upto Rs. 5 Lakh: The Tenderers must quote for **02 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 **03 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.

26.2 For the equipment value above Rs. 5 Lakh: The Tenderers must quote for **05 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 **05 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.

27. Uptime guarantee: The firm should provide uptime guarantee of 95%

28. Downtime penalty Clause

a. During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handling over the unit to the Institute. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.

b. The principals or their authorized service providers are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

29. 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.

30. 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.

31. 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.

32. 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.

- 33. 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.

- 34.** 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.
- 35.** The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
- 36.** Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
- 37.** After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer.
- 38.** Conditional bid will be treated as unresponsive and it may be rejected.
- 39. Demonstration:** - AIIMS Jodhpur reserves the right to ask the tenderers for arranging demonstration of their equipment for which rates have been quoted, to the concerned committee, if required.
- 40.** 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).
- 41. 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.

**Administrative Officer
AIIMS, Jodhpur**

Annexure-I

S. No. – 2, Technical Specifications for Infra-red coagulation for haemorrhoids-

a) Specification for infrared coagulator

- | | |
|--|-----|
| 1. Power unit | - 1 |
| 2. Power supply -220 V with automatic timer | |
| 3. Connection – safety plug three pin with earthing (Neutral) | |
| 4. Power consumption – 240 watts | |
| 5. Hand Applicator | -1 |
| 6. Lamp Voltage -150 V | |
| 7. Power -150 W | |
| 8. Operation Period -6 sec /min max | |
| 9. Hand Applicator Cable | -1 |
| 10. IRC slotted anoscope | -4 |
| 11. Light guide with sapphire tip | -1 |
| 12. Fuses | -2 |
| 13. Custom storage and carrying case | -1 |
| 14. Voltage stabilizer with automatic cut off with due consultation with institutes electricity department | -1 |

b) Supplier must provide the following things:

- | | |
|--|-------|
| 1. Demonstration video DVD of procedures done by infrared Coagulator | -1no. |
| 2. 24 Ct. Gold Reflector Tungsten lamp | -1no. |
| 3. Fuses | -4no. |
| 4. Self-Illuminating proctoscope with LED penlight | -1set |
| 5. Self-Illuminating Rectosigmoidoscope with LED penlight | -1set |
| 6. Double Bellow for sigmoidoscope | -1set |

S. No. – 3, Technical Specifications for Flexible choledochoscope –

Choledochoscope should include:

1. Xenon Light Source
2. Choledochoscope
3. Automatic Leakage Tester

Technical Specifications:

1) Xenon Light Source

- Lamp should be 300W Powerful Xenon
- Automatic switch off function when source is not used for extended period of Time
- Backlit front panel indicators.
- Compact & light weight design.
- Emergency halogen light.

2) Choledochoscope

A. It should have following specifications:

- | | | |
|----------------------------------|---|---------------------------------|
| 1. Field of view | : | 120 degree or more |
| 2. Depth of field | : | 4 to 50 mm or better |
| 3. Distal end outer diameter | : | 4.9 mm or less |
| 4. Insertion tube outer diameter | : | 5.2 mm or less |
| 5. Tip Bending rage | : | Up 160 deg & Dn 130 deg. |
| 6. Working length | : | 380 mm or more |
| 7. Channel inner diameter | : | 2 mm or more |
| 8. Minimum Visible distance | : | 5 mm or closer from distal end. |

B. Should be supplied with following accessories:

- C. Forceps/Irrigation Plug-1no.
- D. ETO Cap-1no.
- E. Suction Cleaning Adapter-1no.
- F. Biopsy Valves pack of 10pcs-1no.
- G. Channel Cleaning Brush-1no.
- H. Fenestrated Biopsy Forceps-1no.
- I. Basket type Grasping Forceps-1no.
- J. Washing Pipe Retro-Jet- 2 no.
- K. Suction Valve pack of 10 Pcs-1no.
- L. Should be fully immersible in disinfectant solution and is compatible with ETO means of Sterilization.
- M. Should be supplied with Xenon Light source from Same manufacture

3) Automatic Leakage Tester

1. Leakage testing device compatible with above scope with its air flow and Pressure regulation through Compatible Light source's air pump.

S. No. – 4, Technical Specifications for Bariatric patient Bed-

1. Electrical operated backrest, height and legrest adjustment
2. Electrical operated trendelenburg, reverse trendelenburg, fowler and vascular position.
3. Patient handset.
4. Nurse control unit
5. Auto-CPR
6. Retracting backrest and legrest
7. Auto contour
8. Hygienic design (PP), lockable and tuck away side rails
9. Profile frame with easy removable ABS plastic covers
10. Removable head and foot ends.
11. Central and directional lockable castors.
12. Electrostatic painted metal frame.
13. Cleaning with NANO technology.
14. Height adjustable stainless steel IV pole.
15. Easy adjustable knee break position.
16. Plastic crash bumpers.
17. Battery backup.
18. Dual sided manual CPR at backrest.
19. Comprehensive range of accessories available.
20. Angle gauge for back.
21. Angle gauge for bed.
22. Cardiac chair position with one button.
23. Shock position with one button.
24. Semi-Fowler position with one button.
25. Bed exit position with one button.
26. Examination position with one button.
27. Activation key at remote control to prevent any undesired positions.
28. Twin castors.
29. Dual sided control panel on side-rail
30. Bed extension.
31. Linen holder.
32. Lifting Pole.
33. Nurse call button.
34. Fifth castor for easy maneuvering.
35. X-Ray translucent backrest and cassette carrier
36. Underbed light.
37. Break release alarm.

38. IPX4 standard electronic system.

Technical Details

a) Overall Length	: 210-230 cm
b) Overall Length (with extended)	: 230- 240 cm
c) Overall Width	: 99-100 cm
d) Height Range	: 37-75, 5 cm
e) Trendelenburg	: 0°-16°
f) Reverse Trendelenburg	: 0°-16°
g) Backrest Angle (Max.)	: 70°
h) Leg rest Angle (Max.)	: 34°
i) Castor Diameter	: 15 cm
j) Under Bed Clearance	: 15 cm
k) Product Weight	: 150 kg
l) Safe Working Load	: 230kg or more
m) (With Accessories)	

Electrical Data

- a) Power In
- b) Electrical Shock Protection
- c) Liquid Ingress Protection
- d) Batteries: 2x 12V Series Connected, sealed, rechargeable, Lead / Acid gel, 1.2 amp hrs.

S. No. – 5, Technical Specification of Bariatric Patient Trolley –

1. The X ray stretcher should assist in full body X ray studies of the patient in emergency and point of care setting and also allow for safe and efficient transport of patient in a hospital
2. The stretcher should be of open architecture and should accommodate cassette holders of all make and size.
3. Beveled edges and visual alignment guides on cassette platform to assist in cassette placement.
4. The stretcher should have dual deck design through which the cassette holder can be adjusted to the patient; also it should have 360 degrees access for loading the cassette holder.
5. Overall length of at least 215 cm
6. Overall width of at least 75 cm
7. The stretcher should have weight bearing capacity of 300 kgs or more
8. The height of the stretcher should be adjustable electrically with the help of pedals on either side and should have a low height of 53cm and a high height of at least 85cm
9. Hands free Trendelenburg and reverse Trendelenburg of 17°
10. The back rest should be adjustable with pneumatic cylinders, and should offer adjustability from 0° to 90°
11. Roller bumpers on all corners for safety during transport
12. Fold down full length siderails of dimension of 36x147cm should provide security to patient while transport
13. Retractable fifth wheel to assist in maneuverability of the stretcher
14. The castors should be of 20cm diameter to aid in transport of stretcher
15. Central locking brake and steer controls at head and feet end
16. The mattress should be of vinyl and with thickness of 8cm and 66X191 cm patient surface
17. The stretcher should have integrated storage space for oxygen cylinder and should be supplied with upright oxygen bottle holder and foldable IV pole.
18. The stretcher should conform to ISO13485:2003 standards.
19. European CE marked or USFDA approval is required.

S. No. – 6, Technical Specification of Body composition analyser (for bariatric patients):

Key specification

1. Bioelectrical Impedance Analysis (BIA)

2. Measurement Items
3. Impedance(Z) 15 Impedance measurements by using 3 different frequencies(5kHz, 50kHz, 250kHz) at each 5 segments of the body
4. (Right Arm, Left Arm, Trunk, Right Leg, Left Leg)
5. Electrode Method Tetrapolar 8-Point Tactile Electrode System
6. Measurement Method Direct Segmental Multi-frequency Bioelectrical Impedance Analysis Method, DSM-BIA method
7. Body Composition Calculation Method No use of Empirical Estimation
8. Outputs For Adult Total Body Water, Protein, Mineral, Body Fat Mass, Soft Lean Mass, Fat Free Mass, Weight, Skeletal Muscle Mass(SMM),
9. BMI, Percent Body Fat, Waist-Hip Ratio(WHR), Nutritional Evaluation(Protein, Mineral, Fat), Weight Management
10. (Weight, SMM, Fat), Obesity Diagnosis(BMI, PBF, WHR), Weight Control(Weight Control, Fat Control, Muscle Control),
11. Segmental Lean, Segmental Fat, Exercise Planner, Fitness Score, Basal Metabolic Rate(BMR), Impedance at Each
12. Segment & Frequency
13. For Child Height, Body Water, Protein, Mineral, Body Fat, Weight, Skeletal Muscle Mass, Body Shape Graph, Growth Chart(Height,
14. Weight), Target Weight, Weight Control, Muscle Control, Fat Control, BMI, Percent Body Fat, Child Obesity Degree,
15. Basal Metabolic Rate(BMR), Growth Score, Impedance at Each Segment & Frequency

Feature Specification

1. Logo Display Possible to input name of the user's place, address and contact number
2. Type of Results Sheet Basic: Body composition results sheet for adult(Printed Paper/Blank Paper)
3. Body composition results sheet for child(Printed Paper/Blank Paper)
4. Option: Thermal results sheet(when using thermal printer)
5. Sound Voice guide for instructions
6. Measurement Screen Results of measurement and the process of measurement will be displayed on Color LCD
7. Data Storage Possible to save the results when ID is entered(Up to 100,000 measurements)
8. User's Interface Easy to control using Touch LCD
9. Use of USB Storage Device Possible to backup and transfer data to USB storage device(compatible with Excel and Lookin'Body software)
10. Should use the USB storage device provided by BIOSPACE
11. Data Back-Up Possible to backup data through USB storage device and to restore the data to the InBody
12. Printer Connection USB port.

Other Specification

1. Applied Rating Current 250 μ A
2. Power Consumption 50VA
3. Adapter Power Input AC100~240V, 50/60Hz, 1.2A
4. Power Output DC 12V, 3.4A
5. Display Type 800 \times 480 Touch Color LCD
6. External Interface RS-232C 1EA, USB Slave 1EA, USB Host 1EA
7. Compatible Printer Laser/Inkjet PCL 3 or above and SPL(Printer recommended by BIOSPACE)
8. Thermal Printer(Optional)
9. Dimensions 460 (W) \times 677 (L) \times 1020 (H): mm
10. 18.1 (W) \times 26.7 (L) \times 40.2 (H): inch
11. Machine Weight 20kg(44lbs)
12. Measurement Duration 45sec.
13. Operation Environment 10 ~ 40°C(50 ~ 104°F), 30 ~ 75%RH, 70 ~ 106kPa

14. Storage Environment -10 ~ 70°C(14 ~ 158°F), 10 ~ 80%RH, 50 ~ 106kPa(No condensation)
15. Weight Range 10 ~ 250kg(22 ~ 551lbs)
16. Height Range 95 ~ 220cm(3ft. 1.4in. ~ 7ft. 2.6in.)
17. Age Range 3 ~ 99 years

S. No. – 7, Technical Specification of Bariatric Patient wheel chair:

1. It should have Stand Assist Armrests for easy egress of patient from wheel chair. It should have Flip-up Footrests for clear egress of patient from wheel chair.
 2. It should have Back Smart Push Handles for ergonomic handling of escort
 3. It should have One-touch central brake
 4. It should have Anti-tip wheels for better control on move. It should have Chart holder to store patient file & reports.
 5. It should have molded plastic, seamless design for easy cleaning & sterility.
 6. It should be Power-washable
 7. It should have rigid powder-coated steel frame for durability
 8. It should have Colored activation points
 9. It should have Big Wheel for better maneuverability
 10. It should have Non-removable parts
 11. It should have Upright O2 tank holder
 12. It should have Chrome-plated, 1" thick IV pole
- Overall length 40.2"(102.1 cm)
 - Overall Width 28.3" (71.8 cm)
 - Seat Width 21.5" (54.6 cm)
 - Seat Height From Footrest 15" (38.1 cm)
 - Seat Height From Floor 21" (53.3 cm)
 - Chair Height With IV Pole 73" (185.4 cm)
 - Push Handle Grip Range Width 16"-20.5" (40.6-52.1 cm)
 - Push Handle Grip Range Height from Floor 35"-45" (88.9-114.3 cm)
 - Weight Capacity 500 lbs. (226.8 kg)
 - It should have USFDA or European CE Certificate.

Annexure-II

TECHNICAL BID

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone No:- Mobile No:- Email Id:-	
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

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To

The Administrative Officer,
All India Institute of Medical Sciences, Jodhpur

Sir,

TENDER: _____.

we, _____, who
are established and reputable manufacturers of _____, having
factories at _____ and _____, hereby
authorize Messrs. _____ (name and address of agents)
to bid, negotiate and conclude the contract with you against Tender
No. _____ for the above goods manufactured by
us. No company or firm or individual other than Messrs. _____ are authorized
to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered
for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of Messrs. _____

(Name

of

manufacturers)/Principal.

Annexure-IV

Financial Bid

A) FINANCIAL BID FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA OR GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES

1	2	3	4	5							6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)							Total Price (at AIIMS-Jodhpur) basis (Rs.) = {4 x 5(g)}
				Ex - factory/ Ex-warehouse /Ex-showroom /Off-the shelf (a)	Excise Duty(if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance, loading/unloading and Incidental costs at AIIMS-Jodhpur (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at AIIMS-Jodhpur (f)	Unit Price (at AIIMS-Jodhpur) basis (g)= (a+b+c+d+e+f)	

Total Tender price in Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately.
3. The Bidder must quote price for "GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES" after having taken in to account, the provision of Custom Duty Exemption Certificate (CDEC) by the Purchaser, as per Customs Tariff Act.

Place:

Date:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Financial Bid
B) FINANCIAL BID FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5				6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)				Total price on Destination + Insurance (local transportation and storage) = {4X 5 (d)}
				FOB price at port/ airport of Lading (a)	Carriage & Insurance (port of loading to port of entry) and other Incidental costs** (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at AIIMS-Jodhpur ** (c)	Unit Price on DDP AIIMS-Jodhpur + Extended Insurance (local transportation and storage) (d) = a+b+c	

** To be paid in Indian Currency (Rs.)

Total Tender price in foreign currency: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted.
3. The Bidder will be fully responsible for the safe arrival of the goods AIIMS-Jodhpur in good condition as per terms of DDP as per INCOTERMS, if applicable.

Indian Agent:

Indian Agency Commission - ___% of FOB

Place:

Date:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Financial Bid

C) FINANCIAL BID FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD:

1. S.No.	2. DESCRIPTION OF GOODS	3. QUANTITY. (Nos.)	4. Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					5. Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

* After completion of Warranty period.

Service Tax: Whether extra or inclusive, if extra, indicates the rate _____.

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted as per NIT conditions on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. All software updates should be provided free of cost during CMC period.
6. The stipulations in Technical Specification will supersede above provisions
7. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder: