

Tender
For
Instruments for Mortuary
At
All India Institute of Medical Sciences, Jodhpur

NIT Issue Date : 19th February, 2016
NIT No. : Admn/Tender/35/2015-AIIMS.JDH
Pre-Bid Meeting : 26th February, 2016 at 04:00 PM.
Last Date of Submission : 11th March, 2016 at 03:00 PM.



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 Instruments for Mortuary 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.)
01	Instruments for Mortuary	Annexure-I	20,000

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 11th March, 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 Instruments for Mortuary**” and “**Financial Bid for Tender for Supply of Instruments for Mortuary**”. Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as “**Tender for Supply of Instruments for Mortuary**”
- 2. Earnest Money Deposit:** The bidder shall be required to submit refundable amount as Earnest Money Deposit (EMD) of Rs. 20,000 (Rs. Twenty 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. Validity may further extended if the tender is ready to extend the same on the same rates as mentioned in his bid.
- 5.** 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.

4. **"PRE –BID Meeting"** with the intending bidders shall be held on 26th February, 2016 from 04:00 P.M. onwards at AIIMS, Jodhpur. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to AIIMS, Jodhpur, within 48 hours after the pre-bid meeting.
6. **Eligibility Criteria:** To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -
- Technical Documents to be submitted:-**
- a) Name of the Firm / Company.
 - b) Full postal address with telephone Number.
 - c) Name, Address and Telephone numbers of the Directors / proprietors and Chief Executive of the firm / company.
 - d) Duly filled format of Technical Bid as per Annexure –II.
 - e) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
 - f) **Manufacturer Authorisation:** The bidder (if not original Instruments manufacturer must submit Original Instruments Manufacturer authorization certificate that the tenderer is authorized for selling and maintain the Instruments quoted for Performa attached at **Annexure- III**.
 - g) The bidders are required to submit user certificate for the relevant Instruments on the letter head of the institution (Government/ Private).
 - h) The firm should not have been blacklisted/ debarred by Government of India/ RBI/any PSU during last 3 years.
 - i) Copies of balance sheet and Profit & Loss A/c of previous three financial years duly certified by CA.
 - j) List of Arbitration cases (if any).
 - k) Copies of certificates/allotment letter of Service Tax and PAN Number/GIR.
 - l) Copy of Sales tax / VAT registration certificate.
 - m) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from registration provided they produce the copy of appropriate notification.
 - n) Copy of Income Tax Return Acknowledgement for last Three years (2011-12, 2012-13, 2013-14).
 - o) Tender fee in the form of DD of Rs. 1,000(Rupees One thousand only)
 - p) **Demand Draft/ Banker Cheque/ Bank Guarantee from a commercial bank** of Rs. 20,000/- (Rupees Twenty thousand only) towards EMD.
 - q) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process.
 - r) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.
- (The bids in which any of the particulars and prescribed information is missing or is incomplete in any respect and /or non-responsive and rates are liable to be summarily rejected)

Financial bid of tender document:

- a. Financial bid as per **Annexure- IV** of tender document.

(Price must be quoted as per format specified, failing which tender shall be summarily rejected).

7. **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.
8. **Authority of person signing document:** - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
9. 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.
10. 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.
11. **Amendments to tender documents:** - At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by him, modify the tender documents will be published on institute website www.aiimsjodhpur.edu.in. In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extended the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

12. Delivery and Installation:

i) For goods supplied from India:

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

Satisfactory installation / commissioning and handover of the instruments will be completed within two weeks from the date of receipt of the goods at AIIMS, Jodhpur premises. The successful tenderer will also provide required training for supplied items 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 0.5% per week of the total order value shall be levied subject to maximum of 10% of the total order value. 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.

- 13. 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. 100/- (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.
- 14. 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. 100/- (Contract agreement).
- 15. 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 Instruments 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 Instruments in hospital management information system, wherever applicable.
- 16. 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.
- 17. 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.
- 18. 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.

19. 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 instruments 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 at the successful installation, testing, commissioning and handing over of the goods to the AIIMS, Jodhpur.

20. 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.

21. 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 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.

- 22. 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.
- 23. 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.
- 24. 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'.
- 25. 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.
- 26. 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

PAYBALE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC.

- 27. Guarantee / Warrantee Period:** 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.
- 28. Uptime guarantee:** The firm should provide uptime guarantee of 95%.
- 29. Downtime penalty Clause**
- 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 Instruments 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.
 - 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.

35. **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.
36. 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.
37. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
38. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer. L1 will be decided on individual item basis.
39. Conditional bid will be treated as unresponsive and it may be rejected.
40. The successful bidder will be required to submit order copies of the supply of the equipment in any Government Institution in last 12 month for rate reasonability purpose.
41. 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).
42. **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.

Administrative Officer
AIIMS, Jodhpur

Annexure-I
Technical Specification

Sl. No.	Name of the Instrument	Quantity
1	Mayo Dissecting Scissor :17cm Straight	4
2	Mayo Dissecting Scissor :Size 17 cm Curved	4
3	Operating Scissor –Sharp /Blunt :Size 14cm Straight	4
4	Operating Scissor –Sharp /Blunt :Size 14cm Curved	4
5	IRIS Scissor :11cm Straight	2
6	METZENBAUM Scissor : Size 14 cm Curved	4
7	Operating Scissor –Sharp –Blunt, Straight :Size 11cm	4
8	Operating Scissor –Sharp –Blunt, Straight :Size 16cm	4
9	Operating Scissor –Sharp –Sharp, Curved :Size 16cm	4
10	Operating Scissor –Sharp –Sharp, Straight :Size 16cm	4
11	Operating Scissor –Sharp –Blunt, Curved :Size 16cm	4
12	Operating Scissor –Blunt –Blunt, Straight :Size 16cm	4
13	Operating Scissor –Blunt –Blunt, Curved :Size 16cm	4
14	Enterotomy Scissor with Hook: Size 21cm	2
15	Dressing Forceps – Serrated : Size 12 cm	4
16	Dressing Forceps – Serrated : Size 20 cm	4
17	Dressing Forceps – Serrated : Size 30 cm	4
18	Adson Dressing Forceps : Size 12cm	4
19	Adson Dressing Forceps-1x2 teeth: Size 12 cm	4
20	Rochester –Pean Forceps – Curved : Size 20 Cm	4
21	Rochester –Pean Forceps – Straight : Size 20 Cm	4
22	Halsted Mosquito Forceps –Curved : Size 12cm	4
23	Halsted Mosquito Forceps –Straight : Size 12cm	4
24	Tissue Forceps -1x2 Teeth : Size 12cm	4
25	Tissue Forceps -1x2 Teeth : Size 25cm	4
26	Tissue Forceps -12x3 Teeth : Size 15cm	4
27	Tissue Forceps -4x5 Teeth : Size 15cm	4
28	Dura Strip Forceps: Size 21.59cm	4
29	Listone Bone Cutting Forceps –Straight : Size 21cm	2
30	Listone Bone Cutting Forceps – Angled on Flat : Size 25 cm	2
31	Councilman Rib Shear with screw lock: Size 38 cm	2
32	Satterlee Bone Saw: Size 30cm	2
33	Rounded Bone Saw : Size 30cm	2
34	Metacarpel Saw: Size 23 cm	2
35	US Army Chisel: Size 16cm long/18mm wide	2
36	US Army Osteotome: Size 16cm long/18 mm wide	2
37	Double Edge Post-mortem Knife : Size 250 mm long x40mm wide	10
38	Post-mortem Hammer : Size 24 cm long , with hook handle	2
39	Virchow Skull Breaker : Size 7 cm long handle, blade 1 cm wide	2
40	Bone Mallet : Size 24 cm long	2
41	Standard Dissecting Knife : Blade Size 250mm long x 15 mm wide	4
42	Standard Dissecting Knife : Blade Size 250mm long x 20 mm wide	4
43	Standard Dissecting Knife : Blade Size 200mm long x 20 mm wide	4
44	Standard Dissecting Knife : Blade Size 150mm long x 20 mm wide	4
45	Probe Double ended: Size25 cm	2

46	Post-mortem Thread – 8/C 554 white nylon thread bonded, 4 ounce spool (waxed): 8 cord per box.	50 box
47	Post-mortem Needle, Half Curved (12 per box)	50 box
48	<p>Scissor Sharpener: A twostep process should provide incredible sharp scissors. A coarse first step for reconditioning damaged and extremely dull edges and a fine second step for sharpening and honing the finished edge. 100% diamond abrasive provides superior results. Width:4in ./10cm Length:.....8in./20cm Height:.....4in./10cm</p>	5
49	<p>Knife sharpener: A Three step process should provide better than razor sharp edges. The first step should be for sharpening, the second for honing and the last step for stropping and polishing. Should have 100% 100% diamond abrasive which will never distemper the quality knives. For Straight and serrated edges. Width:4in ./10cm Length:.....8in./20cm Height:.....4in./10cm</p>	5

Note: - Instruments should be made of stainless steel, and should be of high quality, non-corrosive, rust proof and in bright finish.

I/We has certify that firm will be supplied the item as per the specification given by institution and also abide all the terms & conditions stipulated in tender.

(Signature of the Bidder)
Along with Stamp of Firm/Company

Annexure-II
TECHNICAL BID

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone & Mobile No. Email:	
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 the 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.
4. L1 will be decided on individual item basis

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 the 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.
4. L1 will be decided on individual item basis

Indian Agent:

Indian Agency Commission - ____% of FOB

Place:

Date:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder: