

Tender

For

KOHA-open source Library Management software with RFID system and DSpace (institutional repository software), (Installation, implementation, training and required hardware)” for the Central Library, AIIMS Jodhpur.

At

All India Institute of Medical Sciences, Jodhpur

<b>NIT Issue Date</b>	<b>: 21<sup>st</sup> April 2023</b>
<b>NIT No.</b>	<b>: Library/Tender/01/2023-AIIMS.JDH</b>
<b>Pre-Bid Meeting</b>	<b>: 02<sup>nd</sup> May 2023 at 03:00 PM</b>
<b>Last Date of Submission</b>	<b>: 15<sup>th</sup> May 2023 at 03:00 PM</b>
<b>Bid opening</b>	<b>: 16<sup>th</sup> May 2023 at 03:45 P.M</b>

Tender documents may be downloaded from institute’s web site [www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>



**All India Institute of Medical Sciences, Jodhpur**

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[www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in)

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under the aegis of the Ministry of Health & Family Welfare, Government of India, invites **Online bids in two bid system** for tenders for supply & installation of the Tender for KOHA, Dspace and RFID at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

### Chapter-I

S.No	Item Description	Qty	EMD Rs.
01	KOHA & Dspace cloud-based server software with complete RFID system	01	50,000/-

### Instructions:

- Bids shall be submitted online only at the CPPP website: <https://eprocure.gov.in/eprocure/app>.**
- The complete bidding process is online. Bidders should be in possession of a valid Digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding, DSC needs to be registered on the website mentioned above. For any assistance with the e-bidding process, if required, the bidder may contact to the helpdesk at 0291-2740741.
- Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>’.**
- Bid documents may be scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document.
- EMD Payment:**  
The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 50,000/- (Rupees Fifty Thousand Only)** by way of demand drafts or Bank Guarantee or FDR only. The demand drafts or Bank Guarantee or FDR shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**” payable at Jodhpur. 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. **The demand drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before last date/time of Bid Submission.**
  - Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
  - The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)  
The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD
- Submission of Tender:**  
The tender shall be submitted online in two part, viz., technical bid and financial bid.  
**The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.**

**7. Technical Bid**

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- Signed and scanned copy of the appropriate value of valid registration certificate (if any), experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter (Annexure IV).
- Signed and Scanned Copies of Make and model of all systems, subsystems and additional items should be mentioned in the technical bid, and complete technical details should be provided in the form of Brochures and write-ups.

**8. Financial Bid –**

**Bidder must submit a financial bid in .xls (Excel workbook 97-2003 workbook) only**

**BIDDER'S ELIGIBILITY CRITERIA**

- 1. Experience:** The Firm must have installed, configured and commissioned KOHA & Dspace in at least 05 Government/autonomous Institutions/INI (institutes of national importance). The Firm must also have successfully completed at least 03 similar works during the last 03 years in Government/autonomous Institutions/INI (institutes of national importance) to confirm stable business. Minimum 03 proofs of satisfactory completion of work should be submitted.
- 2. GST and PAN:** The Firm must have valid PAN & GST registration.
- 3. KOHA community:** The Firm must have submitted/ accepted KOHA software patches, bug resolution and new development codes to the KOHA community. Produce web link verification in this regard.
- 4. Manpower:** The firm should have a skilled manpower group working for KOHA and Dspace technical teams. Mention the number (2 to 4 persons) of technical people working for Koha and the Dspace team.
- 5. Standards:** The firm must follow ISO Standards and must provide the relevant certificates.
- 6.** The firm should not have been blacklisted by any Government or any other organization due to any malpractice or non-completion of the project.  
*\* An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm.*

**Terms & Conditions:**

- 1. Validity:** The quoted rates must be valid for a period of 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 a validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
- 2. "PRE-BID Meeting"** with the intending bidders shall be held on **02<sup>nd</sup> May, 2023 from 03:00 P.M.** at AIIMS, Jodhpur. Intending bidder will be allowed to seek clarification on specifications, Conditions of the Contract, etc. in writing to AIIMS, Jodhpur, within 48 hours after the pre-bid meeting.
- 3.** In case the tenderer withdraws, modifies or changes his offer during the validity period, the bid is liable to be rejected. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
- 4. Purchase Preference to Local Suppliers**  
In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 16<sup>th</sup> September 2020 (as amended from time to time) and F.No. Z.28018/67/2017-EPW dated 12<sup>th</sup> June 2018 purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.

5. **Minimum local content:** The minimum local content shall as per Government of India Order No. P-45021/2/2017-B.E.-II dated 16<sup>th</sup> September 2020 (as amended from time to time) and F.No. Z.28018/67/2017-EPW dated 12/06/2018, till the Nodal Ministry prescribes a higher or lower percentage.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference is desirous of claiming the benefit of Order No. P-45021/2/2017-B.E.-II dated 16<sup>th</sup> September 2020 shall submit an undertaking within 7 days of the opening of the financial bid, that he would be ready to supply the product at the L1 price. In case of non-receipt of the same, he would not be given purchase preference.
7. Entry of all library books as well as members in the software system will be done by the successful agency on its own. This work will be carried out at the AIIMS, Jodhpur. The required computer will be provided by the Institute.
8. Successful bidder has to train the Library In-charge and Library staff to handle hardware and RFID System software.
9. After completion of all the work ownership of all software and hardware, the database will be transferred to AIIMS, Jodhpur and this shall be the property of AIIMS, Jodhpur.
10. All software should be licensed.
11. **All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P-45021/2/2017-B.E.-II dated 16<sup>th</sup> September 2020 (as amended from time to time).**

**12. Delivery and Installation:**

**i) For goods supplied from India:**

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within **60days** from the date of issue of the supply order.

**ii) For goods imported directly from abroad:**

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within **90 days** from the date of opening of the 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 or a part thereof of the total order value shall be levied subject to a maximum of 10% of the total order value. The successful tenderer will also provide the required training for supplied items at AIIMS Jodhpur. The goods should be manufactured after the adoption of the latest technology.

If at any time during the currency of the contract, the supplier encounters conditions hindering the timely supply of the goods and performance of services, the supplier shall promptly inform the AIIMS, Jodhpur for an extension of the delivery schedule accordingly. On receiving the supplier's communication, 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 the 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. Five Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award.
- 9. Performance Security:** As a guarantee towards due performance and compliance of the contract work (Including Taxes), the successful bidder (contractor) will deposit an amount equal to **3%** of the order value and should be kept valid for a period of 60 days 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” payable at 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: -
  - a. Installation & Commissioning, Supervision and Demonstration of the goods.
  - b. Providing required jigs and tools for assembly, and minor civil works required for the completion of the installation.
  - c. On-Site Training to Doctors/ Technicians/ Staff is to be provided by Supplier for the operation and maintenance of the equipment for a period of 30 working days after the successful installation of the machine, as per the direction of the user department.
  - d. Supplying the required number of operation & maintenance manuals for the goods.
  - e. 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 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended to properly, a maximum within 24 hrs to ensure an uptime of a minimum of 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.
- 13. Inspection:**
  - a. 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.
  - b. AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrive 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 shipment of the goods.
  - c. The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.
  - d. 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:**

- a. **All pages of the Tender should be numbered and indexed.**
- b. The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm the goods and services specified by the purchaser in the tender documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
- c. The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during the last year.

**15. Manufacturer Authorisation:** The bidder (if not the original equipment manufacturer must submit an Original Equipment Manufacturer authorization certificate that the tenderer is authorized to sell and maintain the equipment quoted for. Performa is attached in Annexure- III.

**16.** The bidders are required to submit a user certificate for the relevant equipment on the letterhead 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 the last 12 months for rate reasonability purposes.

**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 is not commissioned and handed over to AIIMS, Jodhpur within the 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 GST, Custom 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 GST or other taxes, 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 the 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 the 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 by 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 the List of Requirements, Technical Specification and Financial Bid.

**Additional information and instruction on Duties and Taxes:**

The prices quoted are to be inclusive of GST/ taxes. However, any change in GST upward/downward as a result of any statutory variation in GST taking place within contract terms shall be allowed to the extent of the actual quantum of GST. In case of a downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concessions etc. if any obtained by the supplier.

**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. The bidder shall also indicate the corresponding Indian Customs Tariff Number/ HSN code 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 an 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.
- e. ***Custom Duty as quoted in Financial Bid will be taken for comparison purposes. However actual reimbursement of Custom Duty will be lower than the Custom duty/ taxes quoted or the amount mentioned in the Bill of Entry.***

- 21. Custom Clearance:** For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to the successful bidder for availing concessional rate of duty as per the prevailing Custom Tariff. In case, the bidder requires a 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 customs documents for customs clearance at the demand of the 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.**
- 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 the 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 the 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 the presentation of shipping documents {goods shipped shall be paid through an 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 the 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 the country of origin;
      - Manufacture's / Supplier's warranty certificate;



vii. Manufacturer's own factory inspection report.

- b) **On Acceptance:** 25 % payment would be made after satisfactory installation & commissioning on the issuance of the Inspection certificate by the AIIMS, Jodhpur.

*Note: -The supplier shall not claim any interest or any other payment under the contract.*

- 26. Guarantee / Warrantee Period:** The Tenderers must quote for **05 years** comprehensive warranty (Including all Software, Hardware, Technical Support, Software Updating, 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 Software, Hardware, Technical Support, Software Updating, Spares, Accessories and Labour). Failure to comply with this condition will entail the rejection of the bids. The price comparison shall be taking into account the basic price and post-warranty CMC.
- 27. Uptime guarantee:** The firm should provide an uptime guarantee of 95%.
- 28. Downtime penalty Clause**
- During the comprehensive warranty period, the guaranteed uptime of 95% of 365 days will be ensured. In case the downtime exceeds the 5% limit penalty of extension of the guaranty period by two days for each additional day of downtime will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Institute.
  - 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 a Sole Arbitrator to be appointed by the Director, AIIMS, Jodhpur. Such requests shall be accompanied by a panel of names of three persons to act as the sole arbitrator. In case such arbitrator refuses, is unwilling or becomes incapable to act or his mandate has 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 the Arbitration and Conciliation Act, 1996 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 from 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 stand 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 of 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, the act of a 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 the 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, 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.** The quantity of items given in the tender is tentative and may be increased or decreased as per the institute's requirement.
- 35.** Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
- 36.** The bidder must quote all the items/ instruments otherwise bid will be treated as unresponsive and will be rejected. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on composite basis.
- 37.** Conditional bid will be treated as unresponsive and it may be rejected.
- 38. Demonstration:** - AIIMS Jodhpur reserves the right to ask the tenderers to arrange a demonstration of their equipment for which rates have been quoted, to the concerned committee, if required.
- 39.** 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 the award of the contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).
- 40. 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 the exclusive jurisdiction of the 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 parties.
  - Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

**Deputy Director (Admin)**  
**AIIMS, Jodhpur**

**Annexure I****DSPACE Installation and configuration at Cloud Server (Vendor)**

Sl No.	Item Name	Quantity Unit
1.	Supply, Installation & Configuration of DSpace at cloud server with Home page design as per standard Up to 150 GB Cloud Data Storage	For Central Library
2.	Additional Data Storage per month (If required)	

**Koha Library Management Software at Cloud Server (Vendor)**

Sl. No	Details	Units
01.	Supply, installation & Configuration of Koha Open Source Library Management Software at Cloud Server. • Customization of OPAC & staff interface of KOHA (LMS) • Library Web Page Design and Web OPAC • Offsite Support and help desk facilities for library staff for day-to-day use of Koha LMS, Automatic database backup.	One Library
02.	Data Migration from Excel to KOHA	Per Record
03.	Thermal Barcode Printer	01.
04.	Barcode Scanner	01.
05.	Polyester Label for Printing Labels, 2 Labels Per Book Required (Size: - 50mm X 25mm)	01.
06.	Resin Ribbon, 1 Roll Prints around 7000 - 8000 Labels (Size: - 110mm X 300mts)	01.

**RFID (Radio-frequency identification)**

S.No	Equipment Type along with Description of the Hardware	Qty
<b>A</b>	<b>Software</b>	
1	Standard RFID Middle Ware Application for Integration with KOHA Library Management Software	01
<b>B</b>	<b>Hardware and Consumables</b>	
1	Staff Station Reader for Circulation Desk, RFID Reader with a middleware	01
2	Security Gate Antenna System: Security gates are placed at the entry and exit of the library to keep a check on unauthorized books going outside (Two Pedestals / One Lane)	01
3	RFID Handheld Reader for Stock verification	01
4	RFID Tags - Books	Per book
5	Anti-Theft Sticker to protect RFID Tag	Per book
6	RFID 1Kb Mifare Smart Card - Plain without Printing	Per card
7	RFID 1Kb Mifare Smart Card - Plain with Printing on both side	Per card
8	Smart Card Printing System (Includes Card Printer, web camera, Pen, Card Printing Software with Printing Ink which can print 250 cards)	01
9	Smart Card Printer ink Ribbon (One ribbon can print 125 cards only on both side)	01
<b>C</b>	<b>Related Services / Job Works</b>	
1	Job of Tagging Books on Site	Per book
<b>D</b>	<b>Optional Product/Services</b>	
1	RFID Book Drop Box Station	01
2	RFID Enabled Self-Check-Out Kiosk: RFID enabled self-check-in/out system is an independent touchscreen-based kiosk for borrowers to perform issue-return functions on their own	01

**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).	
GST IN (enclose the attested copy of GST Registration Certificate).	
Following details of the DD/ FDR/ Bank Guarantee of Rs. 50,000/- towards earnest money deposit. DD No.: Date:	
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 Deputy Director (Admin),  
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 the tender for the goods  
offered for supply against this tender by the above firm.

The authorization is valid up to \_\_\_\_\_

Yours faithfully,

For and on behalf of Messrs. \_\_\_\_\_  
(Name of manufacturers) Principal:

**Annexure-IV**

**TENDER ACCEPTANCE CERTIFICATE**

(To be given on company letterhead)

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned 'Tender/Work' from the website(s) namely: - Tender for KOHA, Dsapce and RFID at AIIMS Jodhpur.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your Institute too have all been taken into consideration while submitting this acceptance letter.

Date: Name :

Place: Business Address :

Signature of Bidder :

Seal of the Bidder :



**Annexure-V**

The bidder should submit a related undertaking for Restrictions on Procurement from bidders from a county or countries or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 in compliance with office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of the following Certificate given below, on the company letterhead duly signed by the authorised signatory for this tender.

**Certificate for Tender**

**Tender no.:-** \_\_\_\_\_

**Equipment name: -** \_\_\_\_\_

*'We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil' all requirements in this regard and are eligible to be considered.'*

**AND**

*We have read the clause regarding restrictions on procurement from a bidder of a county that shares a land border with India and on sub-contracting to contractors from such a country; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Comps eat Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.'*

It is to declare that if, our bid/offer is accepted by the purchaser, as per the undertaking given by us as per aforementioned points on the basis of the certificate are found to be false, in such case this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law to be initiating on us by the procuring entity i.e. AIIMS, Jodhpur.

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]