

OFFICE OF THE DEAN & PRINCIPAL,
V.S.S. MEDICAL COLLEGE, BURLA, SAMBALPUR, ODISHA-768017.

No. _____/MC

Dated the _____

CORRIGENDUM NOTICE

In partial modification of this office this office Tender Call Notice No.734/MC,dt.08.02.2013,No.1134/MC,dt.06.03.2013 & No.2488/MC, dt.25.03.2013, the last date of receipt of tender papers which is fixed on 10.04.2013 is hereby extended up to **25.04.2013 till 1.00 PM** by Regd. Post/Speed post/Courier only duly observing the revised Terms and Conditions along with the list of instruments and equipments are enclosed herewith. The tender will be opened on 26.04.2013 at 12.00 Noon in the office chamber of the Dean & Principal, V.S.S. Medical College, Burla.

Sd/-
Dean & Principal,
V.S.S. Medical College, Burla.

Memo No. 2670/

Dated the 8.4.2013

Copy to the District Information Officer, Sambapur with a request to please upload the corrigendum Notice with all attachments in the District Website of Sambalpur.

Adice
8/4/13
Dean & Principal,
V.S.S. Medical College, Burla
8/4/13

VSS MEDICAL COLLEGE: BURLA

Tel / : 0663- 2430768, Fax:-0663- 2430767

Tender Reference No. 734/MC DT.08.02.2013
EXTENDED THE LAST DATE UPTO 25.04.2013

**TENDER DOCUMENT
FOR
SUPPLY & INSTALLATION
OF
MEDICAL EQUIPMENTS FOR
VSS MEDICAL COLLEGE & HOSPITAL, BURLA.**

DEAN & PRINCIPAL,
VSS MEDICAL COLLEGE: BURLA: SAMBALPUR-768107
e-mail : vssmcburlaorissa@gmail.com

SECTION -I

NOTICE INVITING TENDER

Tender Reference No. 734/MC

Dated: 08.02.2013

TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR SUPPLY & INSTALLATION OF MEDICAL EQUIPMENT.

1	Period of Availability of Tender Document	Up to 25.04.2013 (Downloadable from website: www.sambalpur.nic.in) In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the above mentioned website before last date of submission of tender document and the tender inviting authority shall have no responsibility for any delay / omission on part of the bidder.
3	Last date & time for submission of Tender	Date: 25.04.2013, Time: 01.00 PM Address of Submission of Bid: The Dean & Principal, V.S.S. Medical College, Burla, Sambalpur, Odisha-768017 (Through Speed post / Registered post / Courier)
4	Date, time and place of opening of Tender	a) Technical Bid (Cover A) opening: 26.04.2013, 12.00 noon at the address mentioned above. b) Financial Bid (Cover B): <i>The date of opening of financial bid will be intimated to the firms found successful in the technical bid evaluation.</i> (Venue is mentioned at the address mentioned above) (Bidders / authorized representative may remain present at the time of opening of bid)

Sd/-
Dean & Principal,
V.S.S. Medical College, Burla.

SECTION -II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Mode of Procurement	This is a Rate contract Tender, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV. The Dean & Principal, VSS Medical College, Burla.															
2.	Purchaser	Dean & Principal, VSS Medical College, Burla															
3.	Consignee	Dean & Principal, VSS Medical College, Burla															
4.	Delivery Period	Within 45 days from issue of the purchase order.															
5.	Mode of Delivery	By Air / Road / Rail															
6.	Guarantee / Warranty /CMC	<u>Comprehensive warranty</u> including all spares, maintenance etc. for a period 2(<i>two</i>) years from the date of installation & commissioning and 3(<i>three</i>) years AMC after warranty period.															
7.	Tender Document Cost	Rs. 1,000/- (Rs.1,000/-+5% VAT) . The tender document cost is to be submitted in the shape of bank draft in favour of the Dean & Principal, VSS Medical College, Burla from any Nationalised / Scheduled Bank payable at Burla.															
8.	Earnest Money Deposit (EMD) (The approx. no. of equipment is mentioned in the Schedule of requirement – Section IV)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl.</th> <th style="text-align: center;">Name of Equipment</th> <th style="text-align: center;">EMD (Rs.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Automated Cell Counter</td> <td style="text-align: right;">5,000/-</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Electrophoresis</td> <td style="text-align: right;">5,000/-</td> </tr> <tr> <td style="text-align: center;">3</td> <td>All other items</td> <td style="text-align: right;">5,000/-</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Anaesthesia work station</td> <td style="text-align: right;">5,000/-</td> </tr> </tbody> </table> <p><i>Note: The bidder may quote for any or all the equipment by submitting the required EMD for that equipment.</i></p> <p>The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of the Dean & Principal, VSS Medical College, Burla from any Nationalised / Scheduled Bank payable at Burla.</p>	Sl.	Name of Equipment	EMD (Rs.)	1	Automated Cell Counter	5,000/-	2	Electrophoresis	5,000/-	3	All other items	5,000/-	4	Anaesthesia work station	5,000/-
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9.	Performance Security	The selected firm should submit the performance security in shape of Bank Draft /Bank Guarantee, equal to the amount of 10 % of the purchase order value (excluding the tax & AMC cost) of the items within 21 days of issue of the purchase order & the same will be returned back after completion of warranty period. The performance security shall be furnished to this office after getting the purchase order.															

10.	Pre-qualification (Eligibility Criteria)	<p>A. Manufacturing units / Importers are eligible to participate in the tender provided, they have</p> <ul style="list-style-type: none"> (i) Import License (In case of Importer only) (ii) Valid ISO certificate. (iii) Product must be ISI / CE / US FDA/IEC etc certified as per Technical Specification (Section VI) (iv) Tenderer (Manufacturer/Importer) should have proof of supply of 50% of the required quantity (executed directly by manufacturer or through distributor) of the equipment(s) /similar equipments mentioned in the schedule of requirement to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies as per format at Annexure VII (Item wise) and purchase order copies in support of that in last 3years. (v) For items other than Automated Cell Counter, Clinical Electrophoresis & Anaesthesia work station, proof of annual average turnover (Manufacturers/Importer) of Rs. 3 Crore or more in the last three (3) financial years certified by the Chartered Accountant as per the format at Annexure VI. (vi) For the item Automated Cell Counter, Clinical Electro phoresis & Anaesthesia work station proof of annual average turnover (Manufacturers/Importer) of Rs.5 Crore or more in the last three (3) financial years certified by the Chartered Accountant as per the format at Annexure VI. <p>B. Authorized distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p> <ul style="list-style-type: none"> (i) They should have annual average turnover of Rs.2 Crores or more in the last three (3) financial years certified by the Chartered Accountant as per the format at Annexure VI. (ii) In addition to this, the distributor shall also submit the average annual turnover of the manufacturer/importer of the item(s) as mentioned in A (v) & (vi) above. (iii) They should submit manufacturer's authorization to transact business on behalf of the manufacturer as per the format at Annexure - V. iv) Proof of supply of 50% of the required quantity (executed directly by manufacturer or through distributor) of the equipment(s) /similar equipments mentioned in the schedule of requirement to any Govt. organization /Corporate Hospitals / PSU Hospitals / UN Agencies and purchase order copies in support of that in last 3 years as per format at Annexure VII (Item wise) (v) The authorized distributor will submit following (vi) documents in support of the manufacturer along with the tender : <ul style="list-style-type: none"> Valid ISO certificate Valid ISI / CE / US FDA / IEC certificates of the manufacturer as per technical specification <p>D. The Manufacturer or the tenderer if blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization for the quoted item is not eligible to participate in the tender during the period of blacklisting.</p>
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SECTION -III

TERMS AND CONDITIONS FOR SUPPLY & INSTALLATION OF MEDICAL EQUIPMENTS

- 1.1 Sealed tenders will be received till **25.04.2013** upto **1.00 PM** by the office of the Dean & Principal, VSS Medical College, Burla, Sambalpur-768017, Odisha. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Courier services / Speed Post.**
- 1.2 The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by superscribing **Cover "A" (Technical Bid) & Cover "B" (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be superscribed as "**Tender for supply & installation of Medical Equipments**" & Tender Reference No.734/MC dt.08.02.2013.
- 1.3 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened at the office of the Dean & Principal, VSS Medical College, Burla at 12.00 noon on 26.04.2013. The tenderer or their authorized representatives are allowed to be present during the opening of the tenders, if they so like.

ELIGIBILITY CRITERIA

- 2.1 Manufacturing units / Importers are eligible to participate in the tender provided, they fulfill the following conditions:
 - (i) Import License (In case of Importer only). In case of importers, they have to furnish the authorization from the manufacturer.
 - (ii) Valid ISO certificate (of the Manufacturer)
 - (iii) Product must be ISI/BIS /CE / US FDA etc. (valid ISI/BIS /CE /US FDA certificate) certified (As per **Section VI** - technical specification).
 - (iv) Tenderer should have proof of supply of **50% of the required quantity** (executed directly by manufacturer or through distributor) of the equipment(s)/similar equipments mentioned in the schedule of requirement mentioned in the schedule of requirement to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and purchase order copies in support of that in last 3 years. (As per format Annexure VII - Itemwise)
 - (v) For items other than Automated Cell Counter & Clinical Electrophoresis, proof of annual average turnover (Manufacturers/Importer) of **Rs. 3 Crore or more** in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI**.
 - (vi) For the item Automated Cell Counter & Clinical Electrophoresis, proof of annual average turnover (Manufacturers/Importer) of **Rs.5 Crore or more** in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI**.

- (vii) Proof of compliance with IEC Certificate (As per **Section VI** - technical specification) - Medical Electrical Equipments: Particular requirement for Electrical Safety of the equipments.
- (viii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished alongwith the bid.

2.2 Authorized distributors are eligible to participate in the tender provided:

- (i) They submit manufacturer's authorization from original equipment manufacturer (OEM) as per the format at **Annexure - V**.
- (ii) They should have Proof of Average annual turnover of **Rs.2 Crores or more** in last three (3) financial years in India (as per Annexure VI)
- (iii) Proof of supply of **50% of the required quantity** (executed directly by manufacturer or through distributor) of the equipment(s)/similar equipments mentioned in the schedule of requirement to any Govt. organization /Corporate Hospitals / PSU Hospitals / UN Agencies and and purchase order copies in support of that in last 3 years. (Annexure VII-Item wise)
- (iv) The authorized distributor will submit the following documents in support of the manufacturer along with the tender:
 - a) Valid ISO certificate
 - b) CE / US FDA / IEC certificates of the manufacturer as per technical specification.

2.3 The tenderer have to submit the EMD(s) as mentioned in **Clause 8 of Section -II** & the Tender document cost.

DOCUMENTS TO BE SUBMITTED

The following documents should be enclosed in Cover "A" (Technical Bid) by the tenderer.

All the photocopies are to be attested by a Notary Public / Gazetted Officer.

TECHNICAL BID :

- 3.1 Checklist with detail of the documents enclosed in **Cover "A"** (as per **Annexure - I**) with **page number**. The documents should be *serially arranged* as per this **Annexure - I** and should be securely tied and bound.
- 3.2 List of Item (s) Quoted with name of the Make & Model of the item (s) (**Annexure - II**)
- 3.3 Tender document fee of Rs.1,000/- in shape of Demand Draft .
- 3.4 Earnest Money Deposit(s) as mentioned in the **Clause 8 of Section -II** in shape of Demand Draft). Details of EMD and the name of the equipment quoted should be clearly mentioned.

- 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha (**Annexure - III**).
- 3.6 The declaration form in **Annexure - IV** duly signed by the tenderer before Notary Public / Executive Magistrate.
- 3.7 Manufacturer's Authorization Format in **Annexure -V** (In case the bidder is not the manufacturer). Importers are also required to furnish the authorization from the manufacturer.
- 3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure -VI**) that the annual average turnover of the firm is Rs. 3 Crore or more in the last 3 (three) financial years / Rs.5 Crore or more in last 3 financial years in case of Automated Cell Counter & Electrophoresis (for bidders who are manufacturer/importer) OR annual average turnover of Rs.2 Crores or more in the last 3 (three) financial years (for bidders who are authorized distributors of the manufacturer)
- 3.9 Performance Statement (**Annexure - VII**) (**Item wise**) during the last three years towards proof of supply of similar equipments to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement (Item wise).
- 3.10 Deviation/No Deviation Statement from Technical Specification & details of technical specification of the product (**Annexure-VIIIA & B**).
- 3.11 Leaflet/Technical Brochures of the product/item offered.
- 3.12 Copy of Import License by the Importer (in case of Importer).
- 3.13 Copy of Valid ISO certificate.
- 3.14 Copy of Valid ISI / CE /US FDA certificate (as per Section V - Technical Specification).
- 3.15 Copy of Certificate in support of IEC certificate (as per Section V-Technical Specification).
- 3.16 Copy of the **up to date VAT** clearance certificate.
- 3.17 The Original Tender Booklet with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
- 3.18 Certificate in support of service center in Odisha or undertaking to set up service center in Odisha within one month from the date of installation if approved (for those who have no service centers in Odisha).

N.B: Valid means the certificate should be valid on or beyond the date of opening of tender (Cover-A).

COVER - B (PRICE BID)

4. The price to be quoted for medical equipments should be sent in the prescribed price format in a separate sealed cover hereafter called **Cover "B" (Price Bid)**.

Cover -B (Price Bid) of the tenderers who qualify in it's Technical Bid (Cover - A) and complies to tender specification & find to be as per technical specification and Product demonstration will only be opened .

4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure - IX**), must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery) and warranty for **2 years**. The price of CMC for **3 years**, turnkey job (accessories if any for installation), sales tax / VAT and entry tax charges (if any) should be quoted in a separate column. The rate should be quoted for *each item* both in figures and words. **In case of difference in words and figures, words will be taken into consideration for evaluation.**

4.2 The Cover "B" of tenderers who qualifies in their technical bid, will only be opened at the office of the Dean & Principal, VSS Medical College, Burla at a date & time which will be intimated to them later on.

REJECTION OF TENDER

5. The tender submitted by the bidder will be rejected, if any of the following documents are wanting / not submitted with the tender:

- (i) Import License (In case of Importer)
- (ii) Manufacturer's authorization in case of distributor/importer
- (iii) Earnest Money Deposit (EMD).
- (iv) Annual average turnover of the firm is Rs. 3 Crore or more in the last 3 (three) financial years / Rs.5 Crore or more in last 3 financial years in case of Automated Cell Counter & Electrophoresis (for bidders who are manufacturer/importer) or annual average turnover of Rs.2 Crores or more in the last 3 (three) financial years (for bidders who are authorized distributors of the manufacturer) as per Annexure – VI. In case of authorized distributor, they will have to furnish alongwith their own turnover the Annual Average turnover statement as per Annexure–VI from the Manufacture/Importer of the item(s) as mentioned above.
- (v) Valid ISO certificate of Manufacturer
- (vi) Valid ISI / CE / US FDA certificate of the manufacturer as per Section VI – Technical Specification.
- (vii) IEC Certificate of the manufacturer as per as per Section VI – Technical Specification.
- (viii) Proof of supply/ installation of **50% of the required quantity** (executed directly by manufacturer or through distributor) of the equipment(s)/similar equipments mentioned in the schedule of requirement to any Govt. Organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user during the last three years.
- (ix) Major deviations from the technical specification of the item(s) as per tender.
- (x) Price bid / quoted rate with signature and seal (Hard Copy).

EARNEST MONEY DEPOSIT

- 6.1 The amount of Earnest Money Deposit required is mentioned in the Section-II. The Earnest Money Deposit will be submitted in the shape of **demand Draft only** in favour of the Dean & Principal, VSS Medical College, Burla, Sambalpur-768017 from any Nationalized / Scheduled Bank payable at Burla.
- 6.2 The EMD of the unsuccessful tenderers will be returned back without interest after placement of purchase order to the successful tenderer and EMD of successful tenderer will be returned after submission of performance security(ies).
- 6.3 The EMD will be forfeited if the tenderer withdraws its tender / furnish forged documents which is found during bid evaluation OR doesn't sign the contract / doesn't furnish performance security / doesn't supply the items (in case of successful bidder) within the stipulated time period.

PERFORMANCE SECURITY & AGREEMENT

- 7.1 The performance Security should be submitted in shape of Bank Draft/Bank Gurantee from a Nationalised / Scheduled Bank in favour of the Dean & Principal, VSS Medical College, Burla equal to the amount of 10% of the purchase order value of the item (excluding cost of AMC) within 21 days of issue of the purchase order.
- 7.2 The agreement (**as per Annexure – X**) will be signed between the supplier and the purchaser and will be kept by the purchaser.
- 7.3 The performance Security Money will be returned back to the tenderer without interest after the expiry of the warranty period i.e. two years after the date of installation & signing of the AMC agreement.
- 7.4 Security money will be forfeited if there is any violation of the tender terms and conditions.

TENDER CONDITIONS :

- 8.1 The details of the medical equipments with specifications are mentioned in **Section VI. The firm must clearly mention their specification, special features, upgraded version (if any), detail technical catalogue of the offered model in their tender.**
- 8.2 Tenders should be typewritten or computerized and every correction in the tender should invariably be attested with signature by the tenderer with date before submission, failing which the tender will be ineligible for further consideration.
- 8.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with 2 years onsite comprehensive warranty and exclusive of Sales Tax/VAT & Entry Tax should ***be quoted for the medical equipments (Item wise) on door delivery basis. The turnkey job (cost of accessories if any required for Installation/Commissioning), 3 year AMC cost & Sales Tax/VAT & Entry Tax should be mentioned in separate columns.*** The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.
- 8.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the equipment.

- 8.5 The rate per unit shall not vary with the quantum of order placed for destination point.
- 8.6 If there is difference between figures & words, words will be taken into consideration.
- 8.7 In the event of the date being declared as a holiday by Govt. of Odisha, the due date of sale, submission of bids and opening of bids will be the following working day at the scheduled place & time.
- 8.8 The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government / DGS&D and the Maximum Retail Price (MRP). The purchaser, at his discretion, will in such case, exercise the right of revising the price at any stage so as to confirm to the controlled price or MRP as the case may be.
- 8.9 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the date of approval of the rate contract and on no account, any increase in the price will be entertained till the completion of this tender period.
- 8.10 No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rate quoted by him. Clerical error / typographical error, etc. committed by the tenderers in the tender forms shall not be considered after opening of tenders. Conditions such as “ **SUBJECT TO AVAILABILITY**” / “**SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED**” etc., will not be considered under any circumstance and the tenders of those who have given such conditions shall be treated as incomplete and for that reason, shall be rejected.
- 8.11 If at any time during the period of rate contract, the price of tendered item is reduced or brought down by any law or act of the Central or State Government or the tenderer, the tenderer shall be morally and statutorily bound to inform the purchaser immediately about such reduction in the contracted price. The purchaser is empowered to unilaterally effect such reduction in rate, in case the tenderer fails to notify or fails to agree for such reduction of rate.
- 8.12 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of approval of the rate contract or till issue of next rate contract for these items whichever is earlier.
- 8.13 If the relevant documents / certificates which are required to be furnished along with the tender are written in language other than English, the tendering firm shall furnish English version of such documents / certificates duly attested by a Gazetted Officer / Notary with his seal and signature.
- 8.14 If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for three (3) years.
- 8.15 Rate should be quoted in Indian Currency, both in words and figures against each item as the payments will be made in Indian currencies only (Annexure-IX). The tenderer shall not quote the rate for any item other than the item specified in the list. (**Section V – Schedule of Requirement**).

- 8.16 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 8.17 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Odisha from time to time. Either C.S.T or V.A.T (as applicable) will be paid to the supplier. In case of Entry Tax, the supplier has to deposit the original receipt to claim it, if finished goods are brought from outside the State. The Sales Tax & entry tax components should be shown **separately** in the Price Schedule.
- 8.18 The requirement of items may increase or decrease depending on the situation.

PACKAGING :

- 9.1 All the packaging should be New. The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without any limitation including rough handling during transit, exposure to extreme temperature, salt and precipitation during transit and upon storage.

TURNKEY :

The electrical power supply point will be provided by the purchaser at the room where the equipment will be installed but the wiring and electrical fittings inside the room and accessories if any required for installation & commissioning of the equipment from the power supply point to the point of actual installation will be provided by the supplier without any extra cost (apart from the cost mentioned under turnkey in the Price schedule which should include the cost of all such requirement).

COMPREHENSIVE WARRANTY & AMC :

(Undertaking as per Annexure – XI & XII)

- 11.1 The comprehensive warranty will remain valid for 2 years from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the purchaser at the time of installation.
- 11.2 The warranty will cover **all the parts of the machine or item and any replacement or repair required** within the warranty period and will be provided by the supplier free of cost at the destination point (installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during the warranty period.
- 11.3 The Supplier shall warrant that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The Supplier shall further warrant that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

- 11.4 **AMC:** The tenderer shall also commit to provide offer for AMC for the next three (3) years after two (2) years of warranty.
- 11.5 The selected firm should have a service centre in Odisha.
- 11.6 All the warranty certificates must be handed over to the consignee after installation.

TRAINING & OPERATIONAL MANUAL:

- 12.1 The firm / supplier will provide hands on training to two doctors and two technicians of the Medical College & Hospital at his own cost for operating / handling the medical equipment(s) at the time of installation of equipment.
- 12.2 The supplier / firm will provide the operation / maintenance manuals of all equipments to the purchaser at the time of installation.

UPTIME GUARANTEE:

13.1 **UP-TIME BALANCE :**

The Supplier (s) shall provide guarantee 95% uptime during comprehensive warranty period, i.e., for 2 years from the date of installation & commissioning.

Any uptime less than the specified period above will be compensated by the Supplier(s) by extending the warranty period. The consignee shall maintain a logbook in the format provided by the Supplier(s) which will indicate usage of the equipment every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

- 14.1 During the Guarantee / warranty period, desired uptime of 95% of 365 days will be ensured (24 hour). If downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The supplier must undertake to supply all spares for optimal upkeep of the equipment for **TWO YEARS** after installation. If accessories / other attachment of the system are procured from the third party, then the supplier must produce cost of the accessory / other attachment and the AMC from the third party separately along with the main offer and the third party will have to sign the AMC with the purchaser if required.

In no case equipment should remain in non-working condition for more than 7 (seven) days from the date of complaint, beyond which a penalty will be applicable as per Rule.

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

SPARE PARTS:

- 15.1 The spare price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warranty period should be attached / enclosed along with the sealed quotation.
- 15.2 The tenderers are required to furnish the list of spares along with their cost in the financial Bid separately which will not be taken for evaluation.

- 15.3 Local agents / distributors quoting on behalf of the manufacturer / importer must attach the authority letter in their favour.

LABELLING :

- 16.1 The equipment supplied must be properly labelled with Sl. No., Model Name, Make & year of Manufacture

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 17.1 The Purchaser reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.
- 17.2 The Purchaser will be at liberty to terminate the contract either wholly or in part without assigning any reasons thereof. The tenderers will not be entitled to any compensation whatsoever for such termination.
- 17.3 The **supply should be completed within 45 days** from the date of issue of purchase order unless otherwise specified. If no supply is received even after 45 days or 63 days with liquidated damage from the date of issue of the purchase orders , such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified in clause no. 21.1 to 21.2. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.
- 17.4 The tender inviting authority or his authorised representative (s) has the right to inspect the factory of those company who have quoted for the tender, before accepting the rate quoted by them or before releasing any purchase order (s) or at any point of time during the validity period of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on the facts brought out during such inspections.

EVALUATION:

- 18.1 The price bid of the tenders who qualify in the technical bid fulfilling the eligibility criteria and complying to the technical specification shall only be opened.
- 18.2 The tender inviting authority may ask for demonstration of the equipment by the bidders at the premises of the tender inviting authority as a part of the technical evaluation before opening of price bid in order to verify the compliance to technical specification.
- 18.3 The rates of the item quoted by the tenderer who qualify technically will be evaluated after taking the following points into consideration: -
- a) Rate of the medical equipments will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years, cost of turnkey (cost of accessories if any for installation/commissioning) & AMC for for next three(3) years.

- b) The cost of the medical equipments (excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years but excluding VAT & ET), cost of turnkey (cost of accessories if any for Installation & Commissioning with all taxes for turnkeys) & cost of AMC for next three(3) years after warranty will be added for evaluation.
- c) The circulars issued by the Finance Department, Govt. of Odisha from time to time regarding tax matters shall be taken into account for evaluation and shall be binding on the bidders. As per the Govt. of Odisha Finance Deptt. Order No. 48317(230)/F dt.23.11.2010, in comparing the cost of an article, if purchased from within the State with the price of similar article if purchased from outside the State, the amount of Odisha Sales Tax (OST) now VAT shall be deducted from the total cost since it accrues back as revenue to the State. If after such deduction, the cost of articles to be purchased within the State is not more than the cost of including Central Sales Tax, transport and other charges of similar articles from outside the State, it would be economical to purchase articles within the State.

LIQUIDATED DAMAGE :

- 19.1 The purchaser may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 45days) with a penalty of 0.5% which will be deducted from the purchase order value as “Liquidated Damage”, for each week (7 days) of delay upto a maximum 2% on the value of the goods.
- 19.2 If the supplier fails to complete the supply within the extended period, i.e. 73days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS OF PAYMENT :

- 20.1 No advance payments towards cost of medical equipments or turnkey job will be made to the tenderer.
- 20.2 90% of the cost of the equipment (excluding AMC Cost) + 100% turnkey job + 100% tax shall be paid to the supplier on receipt of the stock entry certificate, installation and demonstration of the item from the consignee. The balance 10% of the payment of equipment will only be made after receipt of certificate on working status of the equipment from the consignee after 6 weeks of installation and commissioning of the equipment for which, the supplier has to raise two bills (A) one for 90% of the cost of the equipment + 100% turnkey job + 100% taxes (B) the other for balance 10% of the cost of the equipment.
- 20.3 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier as per clause no. 7.1, if they have not deposited the same before. Payment will only be made after ensuring signing of the Agreement, undertaking and handing over of warranty papers of equipment and turnkey jobs by the supplier to the purchaser.

- 20.4 No claims shall be made against the purchaser in respect of interest on earnest money deposit or performance security deposit or any delayed payment or any other deposit.
- 20.5 Payments in shape of Draft / Pay Order will preferably be despatched to the supplier by Registered post with A.D or e-payment / on-line transfer or may be handed over to the authorized person of the supplier.
- 20.6 The payment of AMC will be made only after completion of warranty period and signing of the AMC agreement.

PENALTIES :

- 21.1 If the successful tenderer fails to deposit the required performance security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit / performance security deposit shall stand forfeited by the purchaser.
- 21.2 Violating the tender terms and conditions & non supply / supply which is not as per technical specification will disqualify the firm to participate in the tender for a period of 2 (two) years from the date of issue of letter and his E.M.D & performance security deposit will be forfeited and no further purchase order will be placed to that firm for that item.
- 21.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court of Sambalpur District or High Court of Odisha.

INSPECTION/TESTING :

- 22.1 The selected supplier shall have to arrange for demonstration of the equipment at the supply point. The purchaser or its nominated representative(s) shall inspect and test the equipments at the supply point to check their conformity to the specifications and other details incorporated in the contract.

CONDITIONS APPLICABLE TO LOCAL MSEs / SSI OF ODISHA:

The MSE / SSI Units of the State of Odisha will be given the following preferences in the tenders provided they produce the following documents as per MSME Development Policy-2009 and IRP - 2007:

- 23.1 Attested copy of valid manufacturing licence.
- 23.2 P.M.T Certificate from the Director of Industries, Odisha or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Odisha, provided that MSE / SSI units has not been derecognised by the Govt. for that specified period.

- 23.3 Local Micro & Small Scale Enterprises (MSE) and Khadi & Village industrial units including handloom and handicrafts will enjoy a price preference of 10% vis-à-vis over local medium and large industries as well as industries outside the State. Local Micro & Small Scale Enterprises having ISO, ISI Certification for their product shall get an additional price preference of 3% as per provision of IPR-2007.
- 23.5 Local MSEs registered with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC, NSIC shall be exempted from payment of earnest money and shall pay 25% of the prescribed performance security deposit.
- 23.6 Clause number 1 to 22 is also applicable to the Small Scale Industry Units of the State of Odisha.

SECTION -IV
SCHEDULE OF REQUIREMENT

Sl.	Name of the Equipment	Qty (Approx.)	Place of Supply/Installation	Time for Installation
1	Soxhlet Apparatus	4	V.S.S. Medical College & Hospital, Burla	Within 45 days from the date of placement of purchase order.
2	Milpore Filtration Assembly with vacuum pump	2		
3	Double Unit Organ Bath	2		
4	Rota Road Apparatus (4 chamber)	1		
5	Electro-convulsimeter	1		
6	Students Kymograph	15		
7	Physiograph single channel	1		
8	Semi-auto analyser four channel, Biochemistry & Hematology	1		
9.	Self illuminating Microscope	1		
10.	Polypropylene Case:various sizes for rats, mouse guenia pig & rabbit	20		
11.	Digital Plethysmometer (Rats)	1		
12.	Video Tracing System & mazes	1		
13.	Laptop	2		
14.	LCD Projector	2		
15	Small animal anaesthesia machine & vapouriser	1		
16.	Animal Surgery Equipments	1 set		
17.	Ex Pharm Pro (CAL) package	1		
18.	Whole body Plethysmograph	1		
19.	Different Pharmacological Chart	1 set		
20.	Cell Counter	1		
21.	Clnical Electrophoresis	1		
22.	Binocular Microscope	1		
23.	Anaesthesia Work Station	1		

N.B: The quantity of requirement may increase or decrease as per the requirement during the rate contract period.

NAME OF THE INSTRUMENTS/EQUIPMENTS, SPECIFICATION

DEPARTMENT OF PHARMACOLOGY

Sl.No.	Name of the item with technical specification
01.	Soxhlet apparatus:- 6 regulator, 1000 ml capacity
02.	Milpore filtration assembly with vacuum pump
03.	Double unit organ bath
04.	Rota Road apparatus (4 chamber)
05.	Electro-convulsimeter
06.	Students Kymograph (E/8) model
07.	Physiograph single channel
08.	Semi-Auto -analyzer four channel, Biochemistry & haematology
09.	Self illuminating microscope
10.	Polypropylene case: various sizes for rats, mice, guinea pigs & rabbits
11.	Digital plethysmometer (Rats)
12.	Video Tracing System & mazes: water 8 arm radial plus Y & T types
13.	Laptop :-i5, window7, 500GB HD, 4 GB RAM
14.	LCD Projector
15.	Small animal anesthesia machine & vapourizer
16.	Animal surgery equipments:- Rate surgical kit containing Dissecting forceps, Dressing forceps, Tissue forceps, hemostatic forceps, Dumont #5 forceps, vessel cannulation forceps, iris forceps, scissors (Blunt, fine & standard straight and angled), Twitzers, Scalpel with blade (sapphire handle with blade) Bone rongeurs, Needle holder, ALM self retaining retractor, Blunt probe, Blood collection system for rodents, microcannula (size 3", 6" & 8") , Surgery board (size 30.4cm W x 76.2cm H) with uprights to adjust for special positioning, Small animal surgery trays, feeding needles (straight & curved type→e12G,14G, 16G, 18G & 20G from each type)
17.	ExPharmPro (CAL) package:- Offline version
18.	Whole body Plethysmograph for conscious, unrestrained & freely moving animals
19.	Different pharmacological charts

DEPARTMENT OF PATHOLOGY

01. CELL COUNTER (5 PART DIFFERENTIAL AUTOMATED HAEMATOLOGY ANALYZER) WITH RECTIC COUNTER & IRF

- Fully Automated hematology analyzer should include 33 parameters WBC, RBC,HGB, HTC, MCV, MCH, MCHC, PLT, NEUT%, LYMPH%, EOS%,BASO%, NEUT#, LYMPH#, MONO#,EOS#, BASO#, RET %, RET#, RDW-SD, RDW-CV, PDW, MPV, PCT, P-LCR, HFR, MFR,LFR, IRF, PLT. SPECIAL RESEARCH PARAMETERS- IG%, IG#.
- Should have flow cytometry method using a semi conductor laser principle for counting and photometer for hemoglobin.
- It should read at least 80 samples per hour or more.
- Should have dual channel measurement.
- Double dilution chamber.
- Sample volume less than 20 micro litres in whole blood and pre-dilute mode.
- It should have various types of discrete mode and real time random access analysis to save reagent consumption and analysis time.
- Sampling needle should have automatic wash from inside and outside.
- LCD with graphical user interface (GUI) for easy operation.
- Large illuminated colored VGA LCD should display the result of all parameters and histogram together.
- Should have sample manual and capillary mode.
- Should have capacity to store at least 20000 numeric patient results and 5000 graphic printer.
- Should have inbuilt graphic printer.

- Should have RS232 serial and parallel port can be connected with LAN and laser printer.
- Should have a membrane keyboard for routine operations and maintenance with option to attach external key board for patient demographic entry at instrument operation.
- Should have extended analysis time for cytopenic sample.
- Should be able to integrate with optional automated slide maker and stainer.
- Should have zero routine maintenance with automatic electronic aperture cleaning and back flush after each sample.
- Instrument should accept all types of vacutainer tubes.
- The instrument should have option for auto sampler, bar code reader.
- Reagent cost per cycle including start up and shutdown if 200 & 500 samples are processed at a time should be submitted separately in the financial bid.
- There should be automatic storage of calibration data and extensive quality control programme with LJ plot for at least 8 control lots and at least 25 per lot.
- Basic common necessities:-
- Input Voltage 230 volts 50 Hz as per Indian standard.
- Service manual and technical data with all necessary passwords without any obligation.
- Instruction and operational manuals without any obligation
- UPS preferably sine wave based with maintenance free batteries with duration two hours.
- Comprehensive annual maintenance contract charges for next 3 years. Tender should have local Service facility.

02. FULLY AUTOMATED INTERGATED CLINICAL ELECTROPHORESIS SYSTEM WITH BUILT IN DENSITOMETER, LCD AND KEY BOARD FOR ESTIMATION OF SERUM PROTINE, HEMOGLOBIN, LIPOPROTEINS AND URINARY PROTEINS

- Automated electrophoretic run, drying staining and de-staining
- System machine should use Cellulose Acetate and Agrose strips and Matrix for Electrophoresis and separate strips and kits for Immunofixation.
- Should have tow sample applicators made of special stainless stell.
- Automated control for voltage, time and current.
- Gel temperature control with peltier effect.
- Facility to separate serum proteins, haemoglobin, lipoprotines, CK, LDH & Alkaline phosphatase isoenzymes.
- Facility for immunofixation.
- Facility to store at least 30 application protocols.
- Facility to run serum, urine & CSF samples without prior dilution or conceenmtration.
- Alaram for level sensing, timer and doors.
- Samples for one gel should not exceed 10.
- Equipment must not have any water sources or pumps.
- Migration Chamber should be monobloc with carbonium electrodes and should be able to give uniform distribution of current on the full strip.
- Should have multigreagent (at least 7) independent tanks.
- Process Control System should be guided by electromagnetic heads with optical sensor built in the Head.
- Densitometer (or) Gel scanner with the necessary accessories and software Either of these with the following features to be procured along with electrophoresis system.
- Scanning & processing all gels including those specified above facility to store the scanned image if the gel.
- Facility for curve editing and entry of patient demographics.
- Availability of qualification and quality control features.
- Storage of patient data and results - up to a minimum 10000 samples. Facility to generate a comprehensive report containing patient demographics, scanned image of the gel, curve and quantification data.

- Software upgradation to be provided free of cost up to 5 years.
- All necessary standard accessories like those required for sample application to be provided along with the instrument.
- Suitable PC with colour ink jet printer to be provided along with the equipment.
- Online UPS suitable for the entire system with 30 minutes back up.
- One set of standard Spares.
Two kits of serum protein electrophoresis, one in each of Lipoproteins and isoenzymes of LDH and alkaline phosphates to be provided as starter kits.
- Comprehensive annual maintenance contract charges for next 3 years. Tender should have local Service facility.

Other item

TECHNICAL SPECIFICATION OF BINOCULAR MICROSCOPE

Optical System:- Infinitely corrected optics par focal, plan achromatic lenses with anti fungal properties.

illumination

- Built in transmitted Koehler illumination
- 6V, 20 to 30 W halogen bulb
- 220-240V 0.85/0.45A 50Hz

Focusing:-

- Stage height movement by roller guide(rock & pinion)
- Upper limit stopper
- Tension adjustable on coarse focus adjustment knob

Revolving nosepiece

- Quintuple with inward tilt

Observation tube:-

- Tube inclination – 30-45°

Interpuillary distance adjustment range- minimum 50 to 70 mm

Stage

- Movement range – 76mm X- direction X 50mm Y – direction
- Rectangular scratch resistant stage with right hand control with double slide holder and vernier calipers on X Y axis.

Condenser

- Type – Abbe condenser
- N.A. – 1.2 dry type
- Aperture iris diaphragm- built – in

Objectives:- Plan Achromat 4x, 10x, 20x, 40x & 100x. Minimum working distance for 100X should be 0.13 to 0.2mm

Eyepiece

- 10X with F.N. 20

All the necessary adapter and power cords should be provided for functioning of microscope.

SPECIFICATION FOR ADVANCE ANAESTHESIA WORKSTATION FOR ANAESTHESIOLOGY DEPARTMENT

Anaesthesia Machine:-

- Should be of stainless steel body make with large anti-static castor wheels.
- Should have provision to mount two O₂ & one N₂O pin indexed cylinder with gauges.
- Provision to connect central gas pipeline for O₂, N₂O & Air with ring indexed should be provided.
- Should have anti-static coated 3 tube rotameter with option of 5 tube rotameter.
- Should have anti-Hypoxic device with lever-based mechanism.
- Should have O₂ pressure operated pneumatic N₂O cut off system.

- Should have at least two nos. stainless steel drawers.
- Should have pneumatic Audio and Visual alarm for O₂ failure.
- Should have at least 2 liters reservoir for storing O₂.
- Should have O₂ auxiliary outlet.
- Should have patient block with emergency oxygen flush & patient safety blow-off valve if pressure exceeds 50cm/ N₂O.
- Facility to mount any 2 selectatec type vaporizers with interlocking facility should be provided. Two vaporizer be provided (Isoflurane and Sevoflurane).
- Should be supplied with adult & paediatric Bain circuit, circuit hoses for O₂, N₂O & Air.
- Should have facility for mounting microprocessor controlled ventilator (Optional).
- Should have facility of attaching absorber of 1 Kg or 2 Kg (Optional).
- Should be MRI compatible (Optional).
- Should have facility for active scavenging interface with built-in reservoir in the machine frame (3 liter capacity) (Optional).

Anaesthesia Ventilator:-

- Should be Electrically controlled and pneumatically driven with latex free ascending bellows.
- It should have touch screen display with navigator wheel.
- Should have Adult and Paediatric application.
- Should have option for Paediatric Bellows of 20 to 350 ml.
- Ventilation modes:- Off, Standby, Volume Cycle, Spontaneous, Pressure Controlled ventilation.
- It should have fresh gas compensation.
- Driving gas should be medical grade air or Oxygen.
- Tidal volume: 20 ml to 1600 ml
- Rate:- 4 - 100 bpm
- I E ratio:- 1:0.3 to 1:8
- PEEP: 4 to 30 cmH₂O
- Should have facility to display waveform of pressure vs time, volume vs time and compliance loop.
- Display for PEEP, Tidal Volume, Minute Volume and Rate.
- Should have patient support facility in spontaneous mode.
- Should have optional built-in sensor for FiO₂ measurement.
- Should have Inspiratory pressure monitoring.
- Should have Automatic self test and leak test.
- Auto-clavable Latex free bellows should be provided.
- Alarms for low and high O₂ Concentration, low drive gas pressure, high airway pressure, low battery, mains failure, low pressure and low tidal volume
- Battery backup for minimum 45 min should be provided.

Patient Monitor:-

- Should have the facility of monitoring ECG, RR, SpO₂, NIBP Temp & Four IBP for Adult, Paediatric & Neonatal applications & EtCO₂.
- Should have integrated colour TFT display of at least 12" or more.
- Should have facility of viewing at least 7 wave forms simultaneously.
- Should have Arrhythmia detection with alarm facility.
- Must use branded Nellcor or Masimo Pulse oximetry module with facility for display of Plethysmograph, Pulse strength & SpO₂ values.
- Should have non-volatile Graphical & Tabular trend facility for at least 50 hrs.
- Should operate independently on both mains and battery.
- Should have alarm limits with alarm levels and alarm indication (visual as well as audio).

- Lead ECG measurement and simultaneous monitoring of two temperatures should be possible.
- Monitor should be upgradeable to Microstream capnography module for low flow studies, cardiac Output and AGM (with automatic gas identification for O₂, CO₂, N₂O, Halothane, Desflurane, Isoflurane, Enflurane and Servoflurane and with facility to display primary and secondary Anesthetic Agent simultaneously along with MAC value.
- Monitor should be compatible with Central Nurses station meant for connecting/monitoring simultaneously 8 or 16 monitors.
- Unit should be supplied with following accessories:-
3 lead ECG cable with disposable electrodes- 10 nos of disposable electrodes
NIBP Cuff- Adult & Paediatric
Temp probe Tape on Skin
SpO₂ Probe – One no for adult use
- Monitor should have built in Electro Surgical Unit & Defibrillator protection.
- Should work on 220 VAC+ 10%, 50 Hz.
- The patient Monitor must be IS/CE MARKED and US FDA approved.
- Should submit relevant evidence of compliance to IEC 60601 series Safety standards and US FD Approval.
- Please quote separately cost of reusable Invasive Blood pressure Transducer with respective cables, disposable Invasive Blood pressure Transducer with respective cables, EtCO₂ upgrade kit and AGM upgrade kit. Also separately provide cost of consumables not covered under guarantee period.
- BIS Monitoring (Optional)
- Nemomuscular Monitoring
The complete system including all spare parts should be guaranteed for one year from the date of installation. After expiry of the guarantee period please provide Non-Comprehensive annual maintenance contract charges for next 3 years. Tender should have local Service facility.

Dean & Principal,
VSS Medical College, Burla

SECTION –VI

ANNEXURES

(Technical Bid, Price Bid, Agreement, Undertaking for AMC)

CHECK LIST
(To be submitted in Cover A Technical Bid)

Note : The documents has to be arranged serially as per the order mentioned in the check list

Please put in the respective box

COVER – A (TECHNICAL BID) DOCUMENTS : SUBMITTED OR NOT

1.	List of Item (s) – Annexure II	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Tender document Fee	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Earnest Money Deposit	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Manufacturer’s Authorization Format (Annexure – V) (for distributor/Importer) (Item wise)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Proof of avg. Annual turnover for preceding 3 financial years (for manufacturer / Importer) / Proof of Annual turnover for preceding 3 financial years (for authorized distributor as well as manufacturer/Importer in case of distributor) (Annexure - VI)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.	Performance Statement (<i>Item wise</i>) during the last three years (Annexure -VII)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	Copies of Purchase order (<i>Item wise</i>) in support of the performance statement	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	Deviation/No deviation Statement (<i>Item wise</i>) & details of technical specification (Annexure -VIII A & B)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.	Leaflets/Technical Brocheures of the Products offered (<i>Item wise</i>)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12.	Copy of Import license (In case of Importer)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13.	Copy of Valid ISO Certificate	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

14. Attested Photocopy of Up-to-date
CE / US FDA/BIS Certificate (*Item wise*)
(As per technical specification)

Page No.		Yes		No	
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15. Attested Photocopy of Up-to-date
IEC Certificate (**Item wise**)
(As per technical specification)

Page No.		Yes		No	
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16. Photocopy of PAN

Page No.		Yes		No	
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17. Photocopy of VAT clearance certificate

Page No.		Yes		No	
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18. Copy of original Tender and schedules, duly
signed by the Tenderer

Page No.		Yes		No.	
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(To be submitted in *Cover A -Technical Bid*)

DETAILS OF THE TENDERER & LOCAL CONTACT PERSON/ SERVICE CENTRE

	Corporate Office (The address in which the purchase orders and payment details will be communicated)	Address of Local Contact Person / Branch Office / Zonal Office / Address of Service Centre if any, in Odisha.
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	(Copy of Certificate of incorporation of Manufacturer)	
Name of the issuing authority		
Import License (in case of Importer only)		
VAT validity	(Furnish photocopy of VAT)	
PAN	(Furnish photocopy of VAT)	
Details of the Service Centre Facilities		

**Signature of the Tenderer :
with seal**

Date :

Official Seal :

ANNEXURE – IV

(Refer Clause No. 3.6)

(To be submitted in *Cover A -Technical Bid*)

DECLARATION FORM

I / Wehaving My / our
.....office
at.....do declare that I / We have carefully read
all the terms & conditions of tender of the _____, Odisha for the supply of medical
equipments. The approved rate will remain valid for a period of one year from the date of approval. I
will abide with **all the terms & conditions** set forth in the **Tender Reference no.**

I/We do hereby declare I/We have not been de-recognised / black listed by any State Govt. /
Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions for supply of Not of
Standard Quality (NSQ) items / non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or
Performance Security Deposit and blacklist me/us for a period of 3 years if, any information
furnished by us proved to be false at the time of inspection / verification and not complying with the
Tender terms & conditions.

I / We do hereby
declare that I / we will supply the _____ as per the terms, conditions & specifications
of the tender document. I / we further declare that I / we have a service centre / will establish a service
centre within one month of installation of the equipment in Odisha.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

(To be submitted in *Cover A -Technical Bid*)
MANUFACTURER’S AUTHORISATION FORMAT

To

The Dean & Principal,
VSS Medical College, Burla

Ref: Tender No. _____ Dated _____ for _____.

Dear Sir,

We, ----- are the manufacturers of -----
----- (name of equipment(s) and have the manufacturing factory at -----
-----.

1. Messrs ----- (name and address of the agent) is our authorized distributor for sale and service of ----- (name of equipment(s))
2. We confirm that **no supplier or firm or individual other than Messrs**-----
----- (name of the above distributor) is authorized to submit a tender and enter into a contract with you for the above goods manufactured by us.
3. We also extend our full warranty (2 years comprehensive warranty) and also full back-up support for 3 years AMC after the warranty period as required by the purchaser.
4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty and AMC services and do accept to provide uptime guarantee of 95% as per this tender clause No. 13.1.

Yours faithfully,

(Signature with date, name and designation)

For and on behalf of Messrs -----
(Name & address of the manufacturers)

Seal

Note :

1. This letter should be on the **letterhead** of the **manufacturer** and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter shall be attached to the technical bid.

(To be submitted in **Cover A -Technical Bid**)

*(To be furnished in the **letter head** of the Auditor/ Chartered Account)*

ANNUAL TURN OVER STATEMENT

The Annual Turnover for the last three financial years of M/s _____ who is a Manufacturer /Distributor/Importer (*Pl. tick whichever is applicable*) are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in (Rs.)
1.	2009 – 2019	-
2.	2010 - 2011	-
3.	2011 – 2012	-

Average Annual Turnover (for the above three years) in **(Rs.)** _____

Date:
Place:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

Note:

- a) *To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the Membership no.*
- b) *Separate certificates should be furnished for **different manufacturer/importer** in case the bidder (authorized distributor) is quoting products of **different manufacturers/importers**. The authorized distributor has also to furnish his turnover statement in the above format.*

(To be submitted in *Cover A - Technical Bid*)
Annexure VII (Refer Clause no. 3.9)
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last **three years**)

ITEM WISE (Pl. Furnish separate performance statement itemwise if the bidder quote for more than one item & attach the order copies alongwith each performance statement)

Tender Reference No. :

Name of Tenderer :

Name of Manufacturer :

:

:

Name of the Item : _____

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)**
							As per contract	Actual		
1										
2										
..										
..										
			Total Qty							

Signature and seal of the Tenderer

* The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

** The documentary proof will be certificate from the consignee/end user indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

(To be submitted in *Cover A -Technical Bid*)

Annexure VIII A
(Refer Clause No. 3.10)

STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS (IF ANY)

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

Sl. No.	Item Name	Clause of Technical Specification	Statement of Deviations / Variations if any
1			
2			
..			
..			
..			

In case there is no deviation from technical specification, Pl. Mention *No Deviation*.

Signature of the Bidder

Name :

Date :

Place :

Seal

(To be submitted in *Cover A -Technical Bid*)

Annexure VIII B
(Refer Clause No. 3.10)

DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT (S) OFFERED BY THE BIDDER

Sl. No.	Item Name	Make	Model	Detail Specification of the product(s) offered* (Pl. Describe the detail specification of the product offered) – Para wise compliance to the technical specification asked for.
1				
2				
..				
..				
..				

* Leaflets/Technical Brocheures of the product offered must be attached in support of the information provided above.

Signature of the Bidder

Name :

Date :

Place :

Seal

ANNEXURE

(To be submitted in COVER B - PRICE BID)

FORMAT I - PRICE SCHEDULE [For items - Automated Cell Counter]

Whether depot. inside Odisha, i.e. VAT paid to Government of Odisha: Yes / No **If Yes, Depot. Address :**

Name of the Item (s) (Items mentioned in the schedule of requirement) (With Make & Model)	Specification (Section V)	Unit Price with all accessories which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & excludes VAT/sales tax / entry tax	AMC for three years after expiry of two years warranty period (please mention on yearly basis)	**Cost of Turnkey if any (all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation))	*Total Cost of the Item (Unit Price with CMC & Turnkey if any) (Exclusive of CST/VAT & ET)	CST/VAT & ET (if any) on & above the item price mentioned in (3) (Mention whether CST / VAT and ET, the % of tax & it's value in Rs.)	In Case of VAT, pl. Mention whether VAT is payable to Govt. of Odisha
(1)	(2)	(3)	(4)	(5)	6=3+4+5	7	8
		Cost in Rs. (both in words & figures)	1 st year after warranty: 2 nd year after warranty: 3 rd year after warranty: Total :				

Price of each item (s) quoted should be mentioned separately by creating separate rows for each item

** The cost of turnkey shall only be quoted if any specific accessories/equipment is required for installation & commissioning. In case of turnkey, the details of accessories/equipment are to be mentioned.

Date :
Place :

Signature of the Bidder:
Name

Seal

1. Rates should be quoted both in figures & words for each item and if there is any discrepancy, the quoted rates in words will be taken for evaluation.
2. The tenderer has to mention the make / brand, specification, warranty of all the items in turn key.

FORMAT -II PRICE SCHEDULE) [For Item : Clinical Electrophoresis only]

Whether depot. inside Odisha, i.e. VAT paid to Government of Odisha: Yes / No If Yes, Depot. Address :

Name of the Item (s) (Items mentioned in the schedule of requirement) (With Make & Model)	Specification (Section V)	Unit Price with all accessories which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & excludes VAT/sales tax / entry tax	AMCfor three years after expiry of two years warranty period including 6 monthly calibration charge (please mention on yearly basis)	**Cost of Turnkey if any (all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation)	Total Cost of the Item (Unit Price with CMC & Turnkey if any) (Exclusive of CST/VAT & ET)	*CST/VAT & ET (if any) on & above the item price mentioned in (3) (Mention whether CST / VAT and ET , the % of tax & it's value in Rs.)	In Case of VAT, pl. Mention whether VAT is payable to Govt. of Odisha
(1)	(2)	(3)	(4)	(5)	6=3+4+5	7	8
Single Puncture Laproscope		Cost in Rs. (both in words & figures)	1 st year after warranty: 2 nd year after warranty: 3 rd year after warranty: Total				

The Price break up of one set of laparoscope (as mentioned in Column 3 above) shall be furnished separately in Annexure IX B2

* The total cost shall be taken into account for evaluation. This will exclude the CST/VAT & entry tax if any. CST/VAT & ET which will be chargeable on the price (3) shall be mentioned separately in column 7 above.

** The cost of turnkey shall only be quoted if any specific accessories/equipment is required for installation & commissioning. In case of turnkey, the details of accessories/equipment are to be mentioned.

Signature of the Bidder:

Name

Date :

Place :

Seal

FORMAT I - PRICE SCHEDULE [For items –ANAESTHESIA WORKS STATION]

Whether depot. inside Odisha, i.e. VAT paid to Government of Odisha: Yes / No If Yes, Depot. Address :

Name of the Item (s) (Items mentioned in the schedule of requirement) (With Make & Model)	Specification (Section V)	Unit Price with all accessories which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & excludes VAT/sales tax / entry tax	AMC for three years after expiry of two years warranty period (please mention on yearly basis)	**Cost of Turnkey if any (all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation))	*Total Cost of the Item (Unit Price with CMC & Turnkey if any) (Exclusive of CST/VAT & ET)	CST/VAT & ET (if any) on & above the item price mentioned in (3) (Mention whether CST / VAT and ET, the % of tax & it's value in Rs.)	In Case of VAT, pl. Mention whether VAT is payable to Govt. of Odisha
(1)	(2)	Cost in Rs. (both in words & figures)	(4)	(5)	6=3+4+5	7	8
			1 st year after warranty: 2 nd year after warranty: 3 rd year after warranty: Total :				

Price of each item (s) quoted should be mentioned separately by creating separate rows for each item

** The cost of turnkey shall only be quoted if any specific accessories/equipment is required for installation & commissioning. In case of turnkey, the details of accessories/equipment are to be mentioned.

Date :
Place :

Signature of the Bidder:
Name

Seal

1. Rates should be quoted both in figures & words for each item and if there is any discrepancy, the quoted rates in words will be taken for evaluation.
2. The tenderer has to mention the make / brand, specification, warranty of all the items in turn key.

To be submitted in Cover B – Price Bid

ANNEXURE-IX-D1

(Refer Clause No. 4.1 & 8.16)

FORMAT I - PRICE SCHEDULE [For items –OTHER ITEMS]

Whether depot. inside Odisha, i.e. VAT paid to Government of Odisha: Yes / No If Yes, Depot. Address :

Name of the Item (s) (Items mentioned in the schedule of requirement) (With Make & Model)	Specification (Section V)	Unit Price with all accessories which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & excludes VAT/sales tax / entry tax	AMC for three years after expiry of two years warranty period (please mention on yearly basis)	**Cost of Turnkey if any (all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation))	*Total Cost of the Item (Unit Price with CMC & Turnkey if any) (Exclusive of CST/VAT & ET)	CST/VAT & ET (if any) on & above the item price mentioned in (3) (Mention whether CST / VAT and ET, the % of tax & it's value in Rs.)	In Case of VAT, pl. Mention whether VAT is payable to Govt. of Odisha
(1)	(2)	(3)	(4)	(5)	6=3+4+5	7	8
			1 st year after warranty: 2 nd year after warranty: 3 rd year after warranty: Total :				

Price of each item (s) quoted should be mentioned separately by creating separate rows for each item

** The cost of turnkey shall only be quoted if any specific accessories/equipment is required for installation & commissioning. In case of turnkey, the details of accessories/equipment are to be mentioned.

Signature of the Bidder:
Name

Date :

Place :

Seal

1. Rates should be quoted both in figures & words for each item and if there is any discrepancy, the quoted rates in words will be taken for evaluation.
2. The tenderer has to mention the make / brand, specification, warranty of all the items in turn key.

ANNEXURES

(Agreement, Warranty and AMC Undertaking)

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 2013

BETWEEN

Name of the Supplier
with full address

Here in after called the “Supplier(s) _____” as 1st Party

AND

The Dean & Principal, VSS Medical College, Burla
Health & F.W. Department, GoO
Represented through the

_____ / **THE CONSIGNEE**
Hereinafter called the “PURCHASER” _____ as 2nd Party.

Relying on the documents and representation of facts connected to the issue of aforesaid parties to undertake the responsibilities of sell and purchase of following equipment(s) etc. with the terms & conditions hereinafter laid down.

And whereas the 2nd party “Purchaser(s)” is willing to purchase

Name of the Item:

Specifications: As per specifications laid down in the Tender terms & conditions

The Supplier(s) has agreed to sell the equipment(s) completed in all respects according to the Tender requirements and their / his offer dtd. _____ and the Supplier(s) has also agreed to install to make them operative at the destination mentioned in the Tender document with the following descriptions and their cost mentioned against each.

<u>Description of goods</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
-----------------------------	------------	--------------	--------------

The price / cost of the item also include the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. Training to doctors & technicians.
8. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of two year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
9. Installation and commissioning of the system by the Supplier’s engineer at site.
10. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

AMC cost for next 3 (three) years after the warranty period shall be paid after completion of the warranty period (on a six monthly basis).

TERMS AND CONDITIONS:-

PRICE :

Only the price quoted by the Supplier(s) in his / their financial proposal will be the price for payment and no other price escalation will be allowed at any circumstances.

SUPPLY

The supply should be completed within 45 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 45 days or 73 days with liquidated damage from the date of issue of the purchase orders, such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified under Penalty. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

LIQUIDATED DAMAGE :

The Dean & Principal, VSS Medical College, Burla may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 45 days) with a penalty of 0.5% which will be deducted from the purchase order value as "Liquidated Damage", for each week (7 days) of delay upto a maximum 2% on the value of the goods.

If the supplier fails to complete the supply within the extended period, i.e. 45 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS FOR PAYMENT :-

A. The payment(s) shall be made by purchaser in Indian currencies. No advance payments towards cost of Instruments and Equipments etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft/bank guarantee amounting to 10% of the purchase order value which will be deposited with the O/o of the concerned CDMO of the district.

90% of the cost of the equipment (excluding AMC)+100% turnkey +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining ten percent (10%) will be released after satisfactory working certificate received from the consignee after 6 weeks of installation subject to submission of performance security (10% of P.O. Value). For this purpose the supplier will submit two bills, one 90% of the cost of the equipment+100% turnkey +100% tax and the other for the remaining ten percent (10%) of the cost of the equipment.

B. Before release of payment the supplier has to submit the signed agreement, warranty documents of equipment and turnkey job to the consignee. The undertaking as per Annexure – XI & XII will also be submitted to the consignee with photocopies to the purchaser.

C. The payment of CMC will be made on six monthly basis after expiry of the warranty period and signing of the CMC agreement.

TURNKEY JOB:

The external power supply will be provided by the purchaser but the internal wiring and electrical fittings inside the room for installation & commissioning of the equipment and accessories will be provided by the supplier without any extra cost (This cost is to be included in the cost of turnkey).

UP-TIME BALANCE :

The Supplier (s) shall provide guarantee 95% uptime i.e. 41610 (95% of 43800 Hours) during comprehensive warranty period. The up time guarantee will be 95% as calculated here under i.e. 8322 hours per annum.

1 year – 365 days (24 working hours per day)

Total working time per annum – 365 days x 24 hrs = 8760 hrs.

Up time guarantee - 0.95 x 8760 hrs. = 8322 hrs. per annum.

For 2 years warranty = 8322 x2 = 16644Hours

Any uptime less that specified above will be compensated by the Supplier(s). The consignee shall maintain a log-book in the format provided by the Supplier(s) which will indicate usage of the equipment every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

During the Guarantee / warranty period, desired uptime will be 95% of 365 days (24 hour) if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipment for **TWO YEARS** from the date of installation at the site. 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 consignee if required.

In no case equipment should remain in non-working condition for more than 7 working days.

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

ANNUAL MAINTENANCE CONTRACT:

The supplier will provide AMC for 3 (three) years after the completion of 2 years comprehensive warranty period.

INSTALLATION AND DEMONSTRATION :

The installation and demonstration of the equipment shall be done by the Supplier(s) at free of cost at the installation site of the respective institutions.

TRAINING :

Supplier(s) shall impart adequate training to 2 doctors and 2 technicians at the site / his / their factory / workshop inside / outside India as the case may be at the Supplier(s) cost.

INCIDENTAL SERVICES :

The Supplier(s) shall abide by the terms and conditions under incidental services & the installation of Instrument / Equipment at the destination point (Door Delivery) of consignee and demonstrate the machine in working condition to the receiving authority.

Furnishing of tools required for assembly and / or maintenance of the supplied Instruments / Equipments.

Furnishing of detailed operations and maintenance manual literatures for each appropriate unit of supplied Goods.

Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of two (2) years i.e. the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this contract.

The successful supplier shall replace any part or whole system as may be necessary in the event of damage during transit or found damaged on arrival or during installation of the system or if found not in conformity to the specifications at his / their own cost.

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the equipments / instruments to be supplied by him / them and to provide spare parts for up keeping the Equipments / Instruments for a minimum period of 10 years from the date of installation.

The price of the instruments / equipments is inclusive of warranty for a period of 2 (two) years commencing from the date of installation. The tenderers shall submit undertaking for AMC (Comprehensive Maintenance Cost) for a period of 3 (three) years from 3rd year onwards duly signed by authorised signatories for the execution at appropriate time (Annexure – X & XI).

SPARE PARTS :

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (2 years) during the AMC period.

COMPREHENSIVE WARRANTY :

This warranty shall remain valid for two (2) years from the date of installation & commissioning of the machine / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

The warranty will cover all the parts of the machine or item and any replacement or repair required within the warranty period will be provided by the supplier free of cost at the destination point (Installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during warranty period.

The Supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials (even if the advanced facilities are not mentioned in our product specification). The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

The Purchaser / consignee shall promptly notify the Supplier in writing / Fax / Telephone of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall with all responsible speed will repair or replace the defective goods or parts thereof without cost to the purchaser to maintain its UP TIME offered in the beginning of purchase otherwise penal provisions shall apply if the supplier fails to keep up its UP TIME.

If the Supplier, having been notified, fails to remedy the defect(s) within 10 days, the Purchaser may proceed to take such remedial action as may be necessary, like forfeiture of EMD or recovery from security deposit the amount of loss (which will be decided by Dean & Principal, VSS Medical College, Burla incurred by the purchaser.

GOVERNING LANGUAGE :

The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract which are exchanged by the parties shall be written in English.

DELIVERY OF DOCUMENT :

Four (4) copies of the Supplier invoice / bills showing purchase order number, good's description, quantity, unit price, total amount with stock entry certificate by the consignee.

Photocopy of the Insurance Certificate if any (The Original Certificate is to be given to the Consignee).

Attested Photocopy of Manufacturer's / Supplier's warranty certificate. (The original warranty certificate is to be submitted to the consignee at installation point).

INSURANCE :

For delivery of goods at site, the insurance shall be obtained by the Supplier(s) in an amount equal to 110% of the value of goods from "Warehouse" (final destination) on "All Risks" basis including natural calamities.

PACKAGING :

The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. All primary packaging containers which come in contact with the item should strictly protect the quality and integrity of the Instruments & Equipments. Packing case size and weights should be taken into consideration, in case of remoteness of final destination and the absence of heavy handling facilities at all points in transit.

The packaging marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

- i. a packaging note quoting the name of the purchaser
- ii. the number and date of order
- iii. nomenclature of the goods
- iv. schedule of parts for each complete equipment giving part number with reference to assembly.
- v. Name & address of the consignee
- vi. Name & address of the supplier.

TERMS OF CONTRACT :

The Dean & Principal, VSS Medical College, Burla will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not entitled to any compensation whatsoever in such terminations.

PENALTIES :

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by the Dean & Principal, VSS Medical College, Burla by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the Dean & Principal, VSS Medical College, Burla & the decision is final & binding in the matter.

If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption / use & rusted then the contract price or prices of such articles on full will be recovered from the tenderer, if payment had already been made to him or the tenderer will not be entitled to any payment for that item & no further order will be given to him. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Dean & Principal, VSS Medical College, Burla and the tenderer shall be liable for all losses sustained by the Dean & Principal, VSS Medical College, Burla in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

Supply of sub-standard items or non - performance of tender terms & conditions will disqualify a firm to participate in the tender for the next five years.

ARBITRATIONS :

In the event of any dispute out of the contract, such dispute should be subject to the Jurisdiction of the Civil Court, Dist.Samalpur or High Court, Odisha.

CHANGE OF TERMS AND CONDITIONS :

Any amendment to the terms & conditions and clauses of the agreement if required must be done in writing duly signed by the two parties.

IN WITNESS WHERE OF the parties herein to have set and subscribed their respective hands the day and year first herein above written.

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)

ANNEXURE – XI

(Refer Clause No. 11.1 to 11.6, 13.1)

**WARRANTY / GUARANTEE /CMC UNDERTAKING
(to be submitted on Rs.50/- stamp paper)**

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

I / we / M/s _____ hereby declare that

- i. I / we do Accept / Agree for the warranty / guarantee (2 years Warranty followed by 3 years AMC as per this tender clause No. 11.1 to 11.6.
- ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
- iii. I / we do accept / agree to provide uptime guarantee 95% as per this tender clause No. 13.1.
- iv. The 2 year comprehensive warranty is valid from dt. _____ to dt. _____.
- v. The 3 year AMC is valid from dt. _____ to dt. _____.

Date:

Place:

Signature of the competent authority

on behalf of the company / firm.

Seal of the firm.

N.B: 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.

UNDERTAKING

(to be submitted on Rs.50/- stamp paper)

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we _____ hereby declare that

1. I / we am / are the manufacturers / authorized agents / distributors of _____
_____.
2. I / we do accept / agree for the all clauses including the warranty 2 years followed by 3 years AMC) and payment terms and conditions of this tender.
3. I / we do hereby confirm that the prices / rates quoted are fixed and are at par with the prices quoted by me / us to any other Govt. of India / Govt. of Odisha Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
4. I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
5. I / we have necessary infrastructure for the maintenance of the equipment and will provide all the accessories / spares as and when required.
6. I / we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee / warranty / maintenance of the machinery / equipment and have provided written confirmation for the same.
7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the equipment's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 2 years warranty period.

Signature of the witness

Name & address

Dated

Signature of the Tenderer

Name & address

Seal of the firm.

N.B: 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.