



OFFICE OF THE DEAN & PRINCIPAL,  
MAHARAJA KRISHNA CHANDRA GAJAPATI MEDICAL COLLEGE,  
BRAHMAPUR.760 004, GANJAM, ORISSA.

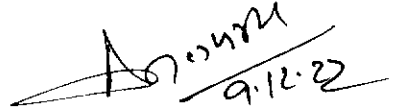
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No. 12488/MCB-2022/Welfare./Dated, Berhampur the 07<sup>th</sup> December, 2022

**TENDER CALL NOTICE**

Sealed Tenders are invited from the Registered firms for "**Up-Gradation of Medical Equipments**" for MRU MKCG Medical College, Berhampur in two bid system (Technical & Financial) so as to reach the office of the undersigned within Twenty One days from the date of publication of the advertisement till 5 P.M. The detailed Tender paper, Terms & Conditions and requirement can be obtained from the office of the undersigned on payment of Rs.5000/- cash (non-refundable) at the Accounts Section. The details are also available in the website [mkcgmch.org](http://mkcgmch.org). Those who will download the tender documents from Website should enclose a DD for Rs.5000/- towards cost of Tender paper in favour of Dean & Principal, MKCG Medical College, Berhampur payable at the S.B.I, MCC Branch, Berhampur.

The undersigned reserves the right to cancel of the Tender in full or parts at any time without assigning any reason thereof.

  
9.12.22  
**Dean & Principal,**  
**MKCG Medical College,**  
**Berhampur**  
9.12.22

**OFFICE OF THE DEAN & PRINCIPAL  
M.K.C.G. MEDICAL COLLEGE, BERHAMPUR (GM.)**

*Tel / Fax : 0680-2292746 / e-mail : [mkcgmc.bam@gmail.com](mailto:mkcgmc.bam@gmail.com)*




**TENDER DOCUMENT FOR SUPPLY &  
INSTALLATION OF *MEDICAL EQUIPMENTS*  
*FOR MRU***

## SECTION - I

### NOTICE INVITING TENDER

TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR MEDICAL EQUIPMENTS (MRU) FOR MKCG MEDICAL COLLEGE, BERHAMPUR

1	Period of Availability of Tender Document	From <u>10/12/2022</u> to <u>31/12/2022</u>  [Downloadable from website: <a href="http://www.mkcgmch.org">www.mkcgmch.org</a>  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.
2	Last date & time for submission of Tender	<b>Date:</b> <u>31/12/2022</u> , <b>Time:</b> up to 5.00 pm Address of Submission of Bid: The Dean & Principal, MKCG Medical College and Hospital Berhampur, Odisha, India (Through Speed post / Registered post/ Courier Services only
3	Date, time and place of opening of Tender	<b>a) Technical Bid (Cover A) opening:</b> <u>31/12/2022, 5.00 P.M</u> (time) at the address mentioned above. (Postponed incase of unavoidable Circumstances) <b>b) Financial Bid (Cover B):</b> <i>The date of opening of financial bid will be intimated to the firms found successful in the technical bid evaluation. ( The Venue is mentioned above) (Bidders / authorized representative may remain present at the time of opening of bid)</i>

  
9.12.22  
Dean & Principal

## SECTION -II

### IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Mode of Procurement	<b>Through National Competitive Bidding Process. The O/o of Dean &amp; Principal, MKCG Medical College &amp; Hospital, Berhampur shall invite tender &amp; evaluate the same by the technical expert. After finalization/approval of the supplier &amp; the rate, the purchase order shall be placed by the Dean &amp; Principal, MKCG Medical College Hospital</b>
2.	Purchaser	Dean & Principal MKCG Medical College Berhampur, Odisha
3.	Consignee	Nodal Officer MRU, MKCG Medical College, Berhampur
4.	Delivery Period	Within 30 days from issue of the purchase order.
5.	Mode of Delivery	By Air / Road / Rail
6.	Guarantee / Warranty /CMC	<b>Comprehensive warranty</b> including all spares, maintenance etc. for a period 5 (five) <i>years</i> from the date of installation & commissioning and 5( <i>five</i> ) <i>years</i> CMC after warranty period.
7.	Tender Document Cost	<b>Rs.5000/-</b> . The tender document cost is to be submitted in the shape of <b>bank draft</b> in favour of Dean & Principal, MKCG MEDICAL COLLEGE, BERHAMPUR from any <b>Nationalized/Scheduled Bank payable at Berhampur</b> or deposit of Rs.5000/- in Accounts Section of this college on all working days between the scheduled period.
8.	Earnest Money Deposit (EMD) (The no. of equipment is mentioned in the Schedule of requirement – Section IV)	<i>Note: The bidder may quote for any or all the equipment by submitting the required EMD 2% of the quoted value for that equipment.</i>  The Earnest Money Deposit will be paid in the shape of <b>Demand Draft</b> only in favour of DEAN & PRINCIPAL MKCG MEDICAL COLLEGE, BERHAMPUR from any <b>Nationalized/Scheduled Bank and payable at Berhampur</b>
9.	Performance Security	The selected firm should submit the performance security in shape of Bank Draft /Bank Guarantee, equal to the amount of 5 % of the purchase order value (excluding the tax & CMC cost) of the items within 21 days of issue of the purchase order & the same will be returned back after completion of warranty period. <b>The performance security shall be furnished at the O/o the Dean &amp; Principal after getting the purchase order from the Dean.</b>



10.	Pre-qualification (Eligibility Criteria)	<p><b>A.</b> Manufacturing units / Importers are eligible to participate in the tender provided, they have</p> <ul style="list-style-type: none"> <li>(i) Import License (In case of Importer only)</li> <li>(ii) Valid ISO certificate.</li> <li>(iii) Product must be ISI /CE / US FDA/IEC etc certified if specified in Technical Specification (Section IV)</li> <li>(iv) Tenderer (Manufacturer/Importer) should have proof of supply of <b>equipment(s) mentioned in the schedule of requirement</b> (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 3years as per format at Annexure VII (Item wise)</li> <li>(v) Proof of annual average turnover of in the last three (3) financial years certified by the Chartered Accountant as per the format at <b>Annexure VI supported by audited balance sheet/Annual Report.</b></li> </ul> <p><b>B.</b> Authorized distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p> <ul style="list-style-type: none"> <li>(i) They should have proof of annual average turnover of the last three (3) financial years certified by the Chartered Accountant as per the format at <b>Annexure VI supported by audited balance sheet/Annual Report.</b></li> <li>(ii) They should submit <b>manufacturer's authorization</b> to transact business on behalf of the manufacturer as per the format at <b>Annexure - V.</b></li> <li>(iii) Proof of supply of the equipments 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 3years as per format at Annexure VII (Item wise)</li> <li>(iv) The authorized distributor will submit the following documents in support of the manufacturer along with the tender :</li> <li>(v) Valid ISO certificate Valid ISI / BIS European / CE / US FDA / IEC certificates of the manufacturer is specified in technical specification (Section V)</li> </ul> <p><b>C.</b> 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 UP-GRADATION MEDICAL EQUIPMENTS FOR**  
**(MRU MKCG MCB)**

1.1 Sealed tenders will be received till 31/12/2022 upto 5.00 pm by the office of the Dean & Principal, MKCG Medical College Berhampur. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post // Speed Post / Courier Services only.** The prospective bidders may attend and clarify any doubts on the terms and conditions of the bid document.

1.2 The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by super scribing **Cover "A" (Technical Bid) & Cover "B" (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be super scribed as **"Tender for Up-gradation of Medial Equipments for MKCG Medical College.**

1.3 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened at the office of the Dean & Principal,, MKCG Medical College, Berhampur on 31/12/2022 at 5.00 P.M.

The tenderer or their duly 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 European/CE / US FDA etc. (valid ISI/BIS /CE /US FDA certificate) certified (As per **Section VI** - technical specification).
- (iv) Tenderer (Manufacturer/Importer) should have proof of supply of equipments mentioned in the schedule of requirement (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 3years as per format at Annexure VII (Item wise)
- (v) Proof of annual average turnover (Manufacturers/Importer) of in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI.**

- (vi) Proof of compliance with IEC Certificate (As per **Section VI** - technical specification) - Medical Electrical Equipments: Particular requirement for Electrical Safety of the equipments.
- (vii) 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 and undertaking to the effect that, the unit has not blacklisted by any authority should be furnished along with the bid.

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

- (i) They should submit manufacturer's authorization from original equipment manufacturer (OEM) as per the format at **Annexure - V**.
- (ii) They should have proof of annual average turnover of in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI**.
- (iii) Proof of supply of **the required equipment** (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 inside the State/Country and purchase order copies in support of that in last 3years as per format at 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 / ISI / BIS
  - b) European 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.

2.4 Tenderer will submit the following documents along with the technical bid-  
1. IT Return of last 3 financial years.  
2. Pan card.  
3. GST Certificate.

### **DOCUMENTS TO BE SUBMITTED**

**The following documents should be enclosed in Cover "A" (Technical Bid) by the tenderer failing which the bid will liable to be rejected.**

**All the photocopies are to be attested / self attested.**



**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.5000/- 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. (IIA to be filled up)
- 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 in the last 3 financial years (In case of 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 the equipment(s) /similar equipments mentioned in the schedule of requirement to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies inside the State Country. The copy of Purchase orders should be furnished in support of the information provided in the performance statement.
- 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 / BIS European / CE /US FDA certificate (as per Section VI – Technical Specification).
- 3.15 Copy of the up to date GST clearance certificate.
- 3.16 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.



- 3.17 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 & found to be as per technical specification of the Product in demonstration (if required) 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 5 years. The price of CMC for 5 years, turnkey job (accessories if any for installation including charges for installation/commissioning), sales tax / GST 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,, MKCG Medical College, Berhampur at a date & time which will be intimated to them.

### **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:

1	List of Item(s) – Annexure II
2	Tender document Fee
3	Earnest Money Deposit
4	Details of Manufacturing Unit / contact person Liaisoning agent / servicing centre (Annexure III)
5	Declaration form (Annexure – IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate
6	Manufacturer’s Authorization Format to the particular agency (Annexure – V) (for distributor / Importer)
7	Proof of avg. Annual turnover of Rs.50 lakh or more for preceding 3 financial year (for Manufacturer / Importer) or Rs.50 lakh or more (for authorized distributors) Annexure – VI
8	Audited Account Statement (P&L Account) / Annual Report for the three financial years by highlighting the figure in it, which is mentioned in the annexure-VI
9	Performance Statement (Item Wise) during the last three year (Annexure-VII)
10	Copy of Valid ISO certificate
11	Photocopy of PAN
12	Photocopy of GST certificate
13	Copy of original Tender and schedules, duly signed by the Tenderer

14	IT Return of last 3 financial year
15	An affidavit to the effect that the firm has not been black listed anywhere

### **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 **DEAN & PRINCIPAL MKCG MEDICAL COLLEGE, BERHAMPUR** from any Nationalized/Scheduled Bank payable at **Berhampur**.

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

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 Guarantee from a Nationalized / Scheduled Bank in favour of Dean & Principal,, MKCG Medical College, Berhampur payable at Berhampur equal to the amount of 5% of the purchase order value of the item (excluding cost of CMC & taxes) within 21 days of issue of the purchase order.

7.2 The agreement (as per Annexure – X) will be signed between the supplier, manufacturer 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. five years after the date of installation & signing of the CMC 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 **5 years onsite comprehensive warranty** and exclusive of Sales Tax/GST & 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 including installation/commissioning charges), 5 years CMC cost & Sales Tax/GST & 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 supplier shall be responsible for delivery and due verification, installation and commissioning of the equipment in the proper site.
- 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 **three years** 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 36 months from the date of approval.
- 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 his own 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. GST (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.

**COMPREHENSIVE WARRANTY & CMC** : (Undertaking as per Annexure – XI)

- 11.1 The comprehensive warranty will remain valid for 5 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 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 **CMC**: The tenderer shall also commit to provide offer for CMC (**Labour + all spare**) for the **next 5 (five) years after five (5) years of warranty**. No extra cost will be paid other than the CMC cost for functioning of the item during this period. The supplier will provide one (**1**) **preventive maintenance** in every **six months** in a year during the period of CMC.
- 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 at the time of installation.

**TRAINING & OPERATIONAL MANUAL:**

- 12.1 The firm / supplier will provide hands on training to two doctors and two technicians in 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 5 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 **TEN 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 CMC from the third party separately along with the main offer and the third party will have to sign the CMC 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 & certifications (European CE, USFDA, BIS electrical & electronic Certificate).

**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 30 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 30 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 (where ever required) 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 aking 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 (5) years, (cost of accessories if any for installation/commissioning and installation charges) & CMC for next seven years but excluding GST & Entry Tax (ET).
  - b) The cost of the medical equipments (excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for five(Five) years but excluding GST & ET), next seven(7) 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 GST 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.
- 19.1 If the supplier fails to complete the supply within the extended period (if required), 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 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.
- 20.3 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.
- 20.4 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.
- 20.5 The payment of CMC will be made on a **six monthly basis**, after completion of warranty period and signing of the CMC agreement.
- 20.6 The 90% payment will be released only after Installation / Commissioning of the equipment and rest 10% will be release after satisfactory report received from the consignee i.e. the Nodal Officer MRU.

### **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 submitted 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 3 (three) 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 Berhampur Court.

### **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 technical specifications and other details incorporated in the contract.





## 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	Yes	No	
2	Tender document Fee	Page No	Yes	No	
3	Earnest Money Deposit	Page No	Yes	No	
4	Details of Manufacturing Unit / contact person Liaisoning agent / servicing centre (Annexure III)	Page No	Yes	No	
5	Declaration form (Annexure – IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No	Yes	No	
6	Manufacturer's Authorization Format to the particular agency (Annexure – V) (for distributor / Importer)	Page No	Yes	No	
7	Proof of avg. Annual turnover of Rs.50 lakh or more for preceding 3 financial year (for Manufacturer / Importer) or Rs.50 lakh or more (for authorized distributors) Annexure – VI	Page No	Yes	No	
8	Audited Account Statement (P&L Account) / Annual Report for the three financial years by highlighting the figure in it, which is mentioned in the annexure-VI	Page No	Yes	No	
9	Performance Statement (Item Wise) during the last three year (Annexure-VII)	Page No	Yes	No	
10	Copy of Valid ISO certificate	Page No	Yes	No	
11	Photocopy of PAN	Page No	Yes	No	
12	Photocopy of GST certificate	Page No	Yes	No	
13	Copy of original Tender and schedules, duly signed by the Tenderer	Page No	Yes	No	
14	IT Return of last 3 financial year	Page No	Yes	No	
15	An affidavit to the effect that the firm has not been black listed anywhere	Page No	Yes	No	



**Annexure II**  
(Refer Clause No. 3.2)

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

**LIST OF ITEM(S) QUOTED**

Sl.	Name of Item(s)	Name of Manufacturer	Make	Model Name	Details of offered product at Page No. (s)
1					
2					
3					

**Signature of the Tenderer :**

**Date :**

**Official**

**Seal:**



**Annexure IIA**  
(Refer Clause No. 8 of Section -II)

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

**DETAILS OF EMD(S) SUBMITTED**

Sl.	Name of Equipment	<i>EMD 2% of the quoted value Amount (Rs.)</i>
	<b>TOTAL (Rs.)</b>	

**Signature of the Tenderer :**

**Date :**

**Official**

**Seal**



### **Annexure III**

(Refer Clause No. 3.5)

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

#### DETAILS OF THE TENDERER & LOCAL CONTACT PERSON

	<b>Corporate Office</b> (The address in which the purchase orders and payment details will be communicated)	<b>Local Contact Person / Branch Office / Zonal Office / Service Centre if any, in Odisha.</b>
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)	(Furnish photocopy of Import License)	
GST validity	(Furnish photocopy of GST)	
PAN		
Details of the Service Centre Facilities in Odisha/Eastern India		

**Signature of the Tenderer :**  
**with seal**

**Date :**

**Official**



**Seal**

**:**

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

**DECLARATION FORM**

I / We .....having 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 three 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-recognized / 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,,  
MKCG Medical College,  
Berhampur -760004, Odisha

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 (5 years comprehensive warranty ) and also full back-up support for 5 years CMC 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/CMC services for 10 years 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 (Item wise)* 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**)



**ANNEXURE – VI**

(Refer Clause No. 3.8)

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

**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.	2019-2020	-
2.	2020-2021	-
3.	2021-2022	-

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

Date:  
Place:  
(Name in Capital)

Signature of Auditor/  
Chartered Accountant

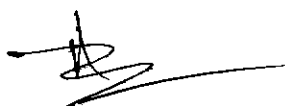
Seal

Membership No.-

Registration No. of Firm

**Note:**

- To be issued in the letter head of the Auditor/Chartered Accountant mentioning the Membership no.*
- To be supported by the attested photocopies of audited account statement / P&L account/ Annual Report and the figure of turnover mentioned in the format (Annexure – VI) should be highlighted there.*



(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 item wise 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 functional
							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*)





## ANNEXURES -VII

**(To be submitted in COVER B - PRICE BID)**

**Note :** Price schedule should be submitted in separate sheets for each item(s) quoted and sealed in separate envelops. Each envelop should be superscribed with the *Item Name (s) quoted , i.e. (1) Decahead Teaching Microscope on turnkey basis (where necessary) (2) ..... (3)*

.....

**List of Enclosures to be submitted in Price Bid :**

- 1) Price schedule format duly filled in and signed by the authorized signatory with company seal
- 2) Photocopy of GST registration certificate



**To be submitted in Cover B – Price Bid**  
(Refer Clause No. 4.1 & 8.15)

**FORMAT I - PRICE SCHEDULE**

Whether GST paid to Government of Odisha: Yes / No . If Yes, furnish the copy of Odisha GST registration certificate

Name of the Item (s) (Items mentioned in the schedule of requirement)	Make & Model	* Price of the item which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 5 (five) years onsite warranty, calibration charges if any & excludes GST/sales tax / entry tax Cost in Rupees (both in words & figures)	***Taxes CST/GST & ET (if any) on & above the item price mentioned in col. (3) (Mention whether CST / GST and ET, the % of tax & it's value in Rs.)	Total Cost (Including of CST / GST & ET) (In Rupees)	**Cost of Turn Key if any (all materials : for electrical, civil , air conditioning work etc.) for installation & commissioning and all charges towards installation/commissioning including all taxes for in Rs. (Door delivery & installation)	CMC for five years after expiry of five years warranty period (please mention on yearly basis)	Total
1	2	3	4	5=3+4	6	7	8=5+6+7

- \* Breakup of the price of individual items of the items mentioned at col. (3) above should be mentioned separately at Annexure IXA2
- \*\* The cost of turnkey shall include any specific accessories/equipment required for installation/commissioning and . In case of turnkey, the details of accessories/equipment are to be mentioned.
- \*\*\* CST/GST & ET which will be chargeable on the price (3) shall be mentioned separately in column 4 above.

Date :

Place :

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 CMC  
Undertaking)**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

**AGREEMENT**

THIS AGREEMENT IS MADE AT \_\_\_\_\_ THIS THE DAY OF \_\_\_\_\_ 2021

BETWEEN

Name of the Supplier  
with full address

Here in after called the “Supplier(s) \_\_\_\_\_” as 1<sup>st</sup> Party

AND

**Dean & Principal,, MKCG Medical College, Berhampur**

herinafter called the “PURCHASER” \_\_\_\_\_ as 2<sup>nd</sup> 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 2<sup>nd</sup> 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.
1. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of five year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
2. Installation and commissioning of the system by the Supplier’s engineer at site.
3. 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.

CMC cost for next 5(five) 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 60 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 60 days or extended period 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 Purchaser may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 60 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. 60 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 5% of the purchase order value which will be deposited with the O/o of the concerned consignee.

90% of the cost of the equipment (excluding CMC Cost)+100% turnkey +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working satisfactory) 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 (5% 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.

**UP-TIME BALANCE :**

The Supplier (s) shall provide guarantee 95% uptime i.e. 41610 hours (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 -  $0.95 \times 8760 \text{ hrs.} = 8322 \text{ hrs. per annum.}$

For 5 years warranty =  $8322 \times 3 \text{ hrs}$

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.

**COMPREHENSIVE MAINTENANCE CONTRACT:**

The supplier will provide CMC for 7 (seven) years after the completion of 3 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 five (5) 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 5 (five) years commencing from the date of installation. The tenderers shall submit undertaking for C.M.C (Comprehensive Maintenance Cost) for a period of 5 (Five) years from 8<sup>th</sup> 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 (5 years) during the CMC period.

**COMPREHENSIVE WARRANTY :**

This warranty shall remain valid for three (5) 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 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, MKCG Medical College, Berhampur 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, MKCG Medical College, Berhampur 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, MKCG Medical College, Berhampur whose 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 in 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, MKCG Medical College, Berhampur and the tenderer shall be liable for all losses sustained by the Dean & Principal, MKCG Medical College, Berhampur 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 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)

**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 5 years followed by 5 years CMC) 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 5 years warranty period.

Signature of the witness  
Name & address

Signature of the Tenderer  
Name & address

Dated

Seal of the firm.

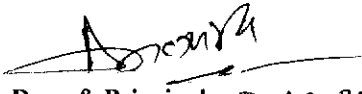
**N.B:** 1. To be attested by Notary Public

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



## REQUIREMENT

Sl. No.	Name of the Equipment Make & Model	Remarks
1	Bench top Flowcytometry Analyser BD India P.Ltd, FACS Canto II	<b>Latest Up-gradation required</b> 1. The existing 2 lasers 6 colors will be upgraded to 3 lasers (488, 633, 405 nm) & 8 colors. 2. Only Manufactured company's certified engineer can do the installation. 3. Original Equipment Manufacturer's authorized Channel partner has to supply the product.

  
Dean & Principal  
MKCG Medical College,  
Berhampur

9.12.22