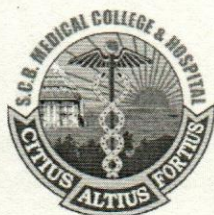


**OFFICE OF THE SUPERINTENDENT
SCB MEDICAL COLLEGE, HOSPITAL CUTTACK.**



**TENDER DOCUMENT OF
MEDICAL INSTRUMENT & EQUIPMENTS FOR
ESTABLISHMENT OF MLCU & STMI
OF
OBST. & GYANE. DEPARTMENT,
SCB MEDICAL COLLEGE & HOSPITAL, CUTTACK**

Ref No. 2194, 17-02-2021

DATE FOR COMMENCEMENT OF TENDER	:	12-04-2021 to 03-05-2021 10 A.M TO 5 P.M (only working day)
LAST DATE OF RECEIPT OF TENDER	:	06-05-2021 UP TO 5 PM
DATE OF OPENING OF TECHNICAL BID	:	07-05-2021 AT 4 PM
PLACE OF OPENING OF TENDER	:	O/O THE SUPERINTENDENT
ADDRESS FOR COMMUNICATION & AND RECEIPT OF BID DOCUMENTS	:	SUPERINTENDENT, SCB MEDICAL COLLEGE HOSPITAL CUTTACK

SECTION -I


NOTICE INVITING TENDER

Tender Reference No.7906

Dated: 07-04-2021

TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR **MEDICAL EQUIPMENTS** for **Establishment of MLCU & STMI, O & G Department, SCB MCH, Cuttack**

1	Period of Availability of Tender Document	<p>From Date: 12-04-2021 to 03-05-2021</p> <p>[Downloadable from website: scbmch.in]</p> <p>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.</p>
2	Last date & time for submission of Tender	<p>Date: 06-05-2021</p> <p>Address of Submission of Bid: The Superintendent, SCB Medical College and Hospital Cuttack -753 007, Odisha, India <i>(Through Speed post / Registered post only)</i></p>
4	Date, time and place of opening of Tender	<p>a) Technical Bid (Cover A) opening: 07-05-2021 (date), 3PM (time) at the address mentioned above.</p> <p>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> <i>(Venue is mentioned at the address mentioned above)</i> <i>(Bidders / authorized representative may remain present at the time of opening of bid)</i></p>


Medical Superintendent
SCB Medical College & Hospital
Cuttack

SECTION -II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERER

1.	Mode of Procurement	Through National Competitive Bidding Process. The O/o of Superintendent, SCB Medical College & Hospital, Cuttack shall invite tender & evaluate the same. After finalization/approval of the supplier & the rate, the purchase order shall be placed by the Superintendent, SCB Medical College & Hospital, Cuttack.
2.	Purchaser	Superintendent SCB Medical College Hospital-Cuttack, Odisha
3.	Consignee	Department of O & G, SCB Medical College Hospital, CUTTACK
4.	Delivery Period	Within 30 Days from issue of the purchase order.
5.	Mode of Delivery	By Air / Road / Rail
6.	Warranty	Comprehensive warranty including all spares, maintenance etc. for a period 3 (Three) years from the date of installation & commissioning.
7.	Tender Document Cost	Rs.500/- the tender document cost is to be submitted in the shape of bank draft in favor of Superintendent, SCB MEDICAL COLLEGE, HOSPITAL CUTTACK from any Nationalized/Scheduled Bank payable at Cuttack
8.	Earnest Money Deposit (EMD)	<p>Equipment list (Annexure-A)</p> <p><i>Note: The bidder may quote for any or all the equipment by submitting the required individual EMD Rs.10,000/- for that equipment.</i></p> <p>The Earnest Money Deposit will be paid in the shape of Demand Draft only in favor of SUPERINTENDENT, SCB MEDICAL COLLEGE, CUTTACK from any Nationalized/Scheduled Bank and payable at Cuttack.</p>
9.	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) Valid ISO certificate. (ii) Should provide all certificate as per technical specification requirement. (iii) Authorized distributors on behalf of the manufacturer are eligible to participate in the tender provided. (iv) They should submit manufacturer's authorization to transact business on behalf of the manufacturer as per the format Annexure - V (v) The authorized distributor will submit the following documents in support of the manufacturer along with the tender : (vi) Valid GST Registration No. <p>C. 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>


 Medical Superintendent
 SCB Medical College & Hospital
 Cuttack

SECTION –III

TERMS AND CONDITIONS FOR SUPPLY & INSTALLATION OF MEDICAL EQUIPMENTS FOR SKILL LAB

- 1.1 Sealed tenders will be received till 06-05-2021 up to 5:00 PM by the office of the Superintendent SCB Medical College Hospital–Cuttack. 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 only.**
- 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 DOCUMENT FOR MEDICAL INSTRUMENT & EQUIPMENTS FOR ESTABLISHMENT OF MLCU & STMIF OBST. & GYANE. DEPARTMENT, SCB MC H, CUTTACK.**
- 1.3 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened at the office of the Superintendent, SCB Medical College, Cuttack on 07-05-2021 at 4:00PM. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

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 :

- 2.1 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.
- 2.2 List of Item (s) Quoted with name of the Make & Model of the item(s) (**Annexure – II**). (A, B)
- 2.3 Tender document fee of Rs.500/- in shape of Demand Draft.
- 2.4 Earnest Money Deposit(s) in the shape of Demand Draft in the favour of Superintendent, SCB Medical College & Hospital, Cuttack.
- 2.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person as per **Annexure - III**.
- 2.6 Manufacturer’s Authorization Format in **Annexure –IV** (In case the bidder is not the manufacturer). Importers are also required to furnish the authorization from the manufacturer.
- 2.7 Deviation/ No Deviation Statement from Technical Specification & details of technical specification of the product (**Annexure-V**)

- 2.8 Details of technical specification of the product (s) offered by the bidder as per (**Annexure-VI**)
- 2.9 Leaflet/ Technical Brochures of the product/item offered.
- 2.10 Copy of Valid ISO certificate.
- 2.11 Copy of the **up to date GSTIN - 0.6** certificate.
- 2.12 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.

COVER – B (PRICE BID)

EARNEST MONEY DEPOSIT

- 5.1 The amount of Earnest Money Deposit required is mentioned in the Section-II A. The Earnest Money Deposit will be submitted in the shape of **demand Draft only** in favor of **SUPERINTENDENT, SCB MEDICAL COLLEGE, CUTTACK** from any Nationalized/Scheduled Bank payable at **Cuttack**.
- 5.2 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.
- 5.3 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

- 6.1 The performance Security should be submitted in shape of Bank Draft / Bank Guarantee from a Nationalized / Scheduled Bank in favor of Superintendent, SCB Medical College & Hospital, Cuttack payable at Cuttack equal to the amount of 10% of the purchase order value of the item (excluding cost of CMC & taxes) within 15 days of issue of the purchase order.
- 6.2 The agreement (**as per Annexure – VII**) will be signed between the supplier, manufacturer and the purchaser and will be kept by the purchaser.
- 6.3 The performance Security Money will be returned back to the tenderer without interest after the expiry of the warranty period i.e. three years after the date of installation.
- 6.4 Security money will be forfeited if there is any violation of the tender terms and conditions.

TENDER CONDITIONS:

- 7.1 The details of the medical equipments with specifications are mentioned in **Annexure VI. The firm must clearly mention their specification, special features, upgraded version (if any), detail technical catalogue of the offered model in their tender.**
- 7.2 Tenders should be type written 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.
- 7.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with **02 years onsite comprehensive warranty** and exclusive of Sales GSTN should *be quoted for the medical equipments (Item wise) on door delivery basis.*
- 7.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the equipment.
- 7.5 The rate per unit shall not vary with the quantum of order placed for destination point.
- 7.6 If there is difference between figures & words, words will be taken into consideration.
- 7.7 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.
- 7.8 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.
- 7.9 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 tenders 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.

- 7.10 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of one year from the date of approval.
- 7.11 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.
- 7.12 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 years.
- 7.13 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. The tenderer shall not quote his own rate for any item other than the item specified in the list.
- 7.14 **Alternative bids** are not allowed.
- 7.15 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 7.16 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Odisha from time to time. Either 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.
- 7.17 The requirement of items may increase or decrease depending on the situation.

PACKAGING :

- 8.1 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.

TRAINING & OPERATIONAL MANUAL:

- 9.1 The firm / supplier will provide hands on training to doctors and technicians in his own cost for operating / handling the medical equipment(s) at the time of installation of equipment.
- 9.2 The supplier / firm will provide the operation / maintenance manuals of all equipments to the purchaser at the time of installation.

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 12.1 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.
- 12.2 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.
- 12.3 The **supply should be completed within 10 days** from the date of issue of purchase order unless otherwise specified. Such orders will stand cancelled automatically without further notice. The approved firm shall also suffer forfeiture of the EMD.
- 12.4 The tender inviting authority or his authorized 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.

TERMS OF PAYMENT:

- 14.1 No advance payments towards cost of medical equipments.
- 14.2 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier, 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.
- 14.3 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.
- 14.4 Payments should be made in shape of Draft / Cheque /e-payment / on-line transfer.

ANNEXURES

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

ANNEXURE -I

(Refer Clause No. 3.1)

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		Yes		No	
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2. Tender document Fee

Page		Yes		No	
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3. Earnest Money Deposit

Page		Yes		No	
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4. Details of the Tender/ Local contact person
(Annexure-III)

Page		Yes		No	
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5. Manufacturer's Authorization Format
(Annexure- IV)

Page		Yes		No	
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6. Statement Regarding Deviations from
Technical specification (Annexure – V)

Page		Yes		No	
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7. Details of technical specification of the products
Offered by the bidder (Annexure -VI)

Page		Yes		No	
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8. Copies of Purchase order (**Item wise**)
in support of the performance statement.

Page		Yes		No	
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9. Leaflets/Technical Brochures of the
Equipment offered (**Item wise**)

Page		Yes		No.	
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10. Copy of Import license (In case of Importer)

Page		Yes		No	
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11. Copy of Valid ISO Certificate

Page		Yes		No	
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12. Attested Photocopy of Up-to-date
CE / US FDA/BIS Certificate (Item wise)
(As per technical specification)

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

Page		Yes		No	
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14. Photocopy of PAN

Page		Yes		No	
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15. Photocopy of GSTIN certificate

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

Page		Yes		No.	
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Annexure II

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

LIST OF ITEM(S) QUOTED

Sl. No.	Name of Item(s)	Name of Manufacturer	Make	Model Name	Details of offered product at Page No. (s)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

Signature of the Tenderer:

Date:

Official Seal:

[illegible]

Official Seal:

ANNEXURE – III

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

DETAILS OF THE TENDERER & LOCAL CONTACT PERSON

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

Signature of the Tenderer:

with seal

Date :

Official Seal :

ANNEXURE – IV

(Refer Clause No. 2.2(i))

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

MANUFACTURER'S AUTHORIZATION FORMAT

To

The Superintendent
SCB Medical College and Hospital
Cuttack -753 007, Odisha

Ref: Tender No. _____ Dated _____ for _____.

Dear Sir,

We, _____ are the manufacturers of _____

_____ (name of equipment(s) and have the manufacturing factory at _____
_____.

1. M/s _____ (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 (3 years comprehensive warranty) and also full back-up support for 7 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.

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 V

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 VI

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.	**Page no. of the Catalogue / Leaflet where Para wise compliance information as per technical specification is
1					
2					
..					
..					

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

** It is mandatory to mention the page no(s) in the format as mentioned above.

Signature of the Bidder

Name :

Date :

Place :

Seal :

ANNEXURE – VII
(Refer clause no. 7.1.2)

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 1st Party

AND

Superintendent, SCB Medical College Hospital-Cuttack

herinafter 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.
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 7 (seven) 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 88 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 C.D.M.O. of the concerned district 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 10% 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) 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.

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 x 8760 hrs. = 8322 hrs. per annum.

For 3 years warranty = 8322 x 3 hrs

Any uptime less than 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 7 (seven) years from 8th 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 (3) 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 **Superintendent, SCB Medical College Hospital-Cuttack** 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 Superintendent, SCB Medical College Hospital-Cuttack 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 Superintendent, SCB Medical College Hospital-Cuttack 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 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 Superintendent, SCB Medical College Hospital-Cuttack and the tenderer shall be liable for all losses sustained by the Superintendent, SCB Medical College Hospital-Cuttack 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 A: Details of Medical Instrument & Equipments for Establishment of MLCU & STMI

Sl	Name of the equipment	Quantity
1.	<p>Labor bed- LDR (Labour Delivery & Recovery) Specification: Each labor bed should be in a bed form with the following specifications:</p> <ul style="list-style-type: none"> • Adjustable side rails. • Facilities for Trendelenburg/ reverse positions. • Facilities for height adjustment (hydraulic pump preferably). • Stainless steel IV rod. • Mobility: swiveling castor wheels & brakes. • Mattress should be in three parts and seamless in each part with a thin cushioning at the joints, • detachable at perineal end. It should be washable and water proof with extra set and • disposable draw sheet. • Steel basins attachments. • Calf support, hand grip, leg support. 	4 nos
2.	<p>Labour bed in triage area Specification There should be an examination cum triage room to first examine the pregnant woman who has come to the facility. The examination room will function as the triage area based on risk stratification into low risk and high risk, based on history, examination and referral notes. The mother is examined, necessary investigations done, and admitted to LDR if low or no risk or High Dependency Unit (HDU) if moderate or high risk. The examination room should have the following:</p> <ol style="list-style-type: none"> a) Examination bed with adequate provisions for movement and privacy, including screens. b) Table for nurse of size 4' X 4' for paper work. c) Three chairs, 1 for the nurse/examiner and 2 for the pregnant woman and her attendant. d) A storage cabinet for storing essential supplies. e) A granite counter running the full length of the shortest wall of the labor room to keep. Equipment and supplies for use during examination. The size of the examination/triage room. Should be as per the layout given in annexure III. 	2 nos
3.	<p>1 Radiant Warmer for 4 labour table Specification Each LDR unit should have one centrally located NBCA with the following:</p> <ol style="list-style-type: none"> a) Radiant warmer. b) Resuscitation kit with functional bag and mask. c) Mucus extractor. d) Pre-warmed baby receiving towels. e) Shoulder roll. f) Pediatric stethoscope. g) A clock with seconds hand on the wall near the NBCA. h) An oxygen cylinder/oxygen concentrator in the vicinity of the NBCA. 	1 no

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