

**TERMS, CONDITIONS & SPECIFICATION FOR
SUPPLY OF INSTRUMENTS & EQUIPMENTS TO TRAUMA CARE CENTRE,
MKCG MEDICAL COLLEGE HOSPITAL, BERHAMPUR, ODISHA.**

Name of the District / Health Institution: **M.K.C.G MEDICAL COLLEGE HOSPITAL, BERHAMPUR, ODISHA.**
(HEALTH & F.W. DEPTT., GOVT. OF ODISHA)

Tel: (0680) 2292624.
Fax: 0680-2292752.

Bid Reference No. – 16945/MCH/CS/2011 dated 29.11.2011.

TENDER DOCUMENT FOR SUPPLY OF INSTRUMENTS & EQUIPMENTS

DATE OF AVAILABILITY OF BID DOCUMENT (In Website)	: 07/12/2011
LAST DATE OF AVAILABILITY OF BID DOCUMENTS (In Website)	: 29/12/2011
LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS	: 29/12/2011 till 5 P.M
DATE & TIME OF OPENING OF COVER-A (Technical Bid)	: 30/12/2011 at 12.30 P.M
DATE OF OPENING OF COVER-B (Price Bid)	: To be intimated later on .
PLACE OF OPENING OF BID DOCUMENTS & ADDRESS FOR COMMUNICATION & RECEIPT OF BID DOCUMENTS	Office of the Superintendent : MKCG Medical College Hospital, Berhampur, Odisha.

OFFICE OF THE SUPERINTENDENT M.K.C.G MEDICAL COLLEGE HOSPITAL, BERHAMPUR, ODISHA

**OFFICE OF THE SUPERINTENDENT, M.K.C.G. MEDICAL COLLEGE HOSPITAL,
BERHAMPUR**

No. 16945 /MCH/CS/2011

D/Berhampur the,29.11.2011

TENDER CALL NOTICE

The Superintendent, M.K.C.G. Medical College Hospital, Berhampur-760004, Dist. Ganjam, Odisha, invites wax sealed tenders from the Registered Firms / Suppliers / Authorized Dealers, DGS and D Rate Contract holders having valid up to date VAT clearance certificate for supply of Instruments & Equipments to "Trauma Care Centre" have this hospital . The Bidders have to download the tender documents directly from the website available at website- www.ganjam.nic.in. The tender cost fee of Rs.2,000/-(two thousand) (non-refundable) by way of separate Demand Draft drawn in favour of the Superintendent, M.K.C.G Medical College Hospital, Berhampur should be enclosed along-with the Technical Bid. The Bidders should specifically superscribe, "**DOWNLOADED FROM THE WEBSITE**" on the top left corner of the outer envelope containing Technical Bid and Price Bid separately. The lowest rate quoted is not a condition for selection. However suitable specification will be taken in to consideration. The Tender cost fee and the EMD amount should be submitted separately in shape of demand drafts in the technical bid. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website or from the Superintendent, MKCG Medical College Hospital, Berhampur before last date of submission of tender document and the Superintendent, shall have no responsibility for any delay / omission on part of the bidder. The last date of receipt of tenders through Regd. Post/Speed Post/Courier is on or before 29.12.11 and will be opened on 30.12.11 at 12.30 P.M. All legal disputes if any relating to this tender call notice are subject to jurisdiction in the courts of law situated at Berhampur, Ganjam, Odisha only. The Superintendent, M.K.C.G Medical College Hospital, Berhampur reserve right to accept/reject/cancel any or all the tenders in full or part without assigning any reason thereof.

The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.

Sd/-
Superintendent
MKCG Medical College Hospital
Berhampur

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IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser/Indenter/ Consignee	Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha
2.	Delivery Period	Within 30 days from issue of the supply order.
3.	Place of Delivery	Store, MKCG Medical College Hospital, Berhampur, Odisha.
4.	EMD	1% of the highest quoted value of the tender. The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of the Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha payable at SBI, M.C.C Branch, Berhampur, Odisha.
5.	Pre-qualification	<p>A. Manufacturing units are eligible to participate in the tender provided, they have</p> <ul style="list-style-type: none">(i) Valid manufacturing license.(ii) Valid ISO certificate.(iii) Valid GMP/WHO GMP certificate.(iv) Tenderer should have proof of supply to Ten (10) nos. or more Govt. organization / Corporate Hospitals / PSU Hospitals and certificate in support of that from the users during last 3 years.(v) Proof of annual average turnover (Manufacturer) of Rs.2 crores.(vi) or more in the last thrice (3) financial years (2008-09, 2009-10, 2010-11)(vii) Manufacturing unit who has been 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>B. Authorized distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p> <ul style="list-style-type: none">(i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at Annexure -V. The authorized distributor may raise bill, if specially authorized by the manufacturer.(ii) The authorized distributor will submit all the documents in support of eligibility of the manufacturer as mentioned above in clause No. "A" along with the tender.

SECTION -I

**TERMS AND CONDITIONS FOR SUPPLY OF INSTRUMENTS & EQUIPMENTS TO TRAUMA CARE CENTRE,
M.K.C.G MEDICAL COLLEGE HOSPITAL, BERHAMPUR .**

1. Sealed tenders will be received by **Dated 29.12.2011 up to 5.00 PM** by the Superintendent, MKCG Medical College Hospital, Berhampur for the purchase of Instruments & Equipments for Trauma Care Centre. 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 only.**

The bidder(s) are to submit their tenders in **separate** sealed covered envelops for **technical bid** and **commercial bid** by superscribing **Cover "A" (Technical Bid) & Cover "B" (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be superscribed as **"Tender for supply of Instruments & Equipments to Trauma Care Centre, MKCG Medical College Hospital, Berhampur, Odisha" & Tender Reference No. 16945/MCH/CS/2011** dated 29.11.2011. The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened by **the Purchase committee in the office chamber of the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha at 12.30 P.M on Date 30.12.2011.** The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like. If any tenderer or their authorized representative fails to turn up at the time of opening of tenders, the process will continue as usual.

2. ELIGIBILITY CRITERIA

- 2.1 Manufacturing units not attended are eligible to participate in the tender provided, they have -
- (i) Valid manufacturing license / authorization certificate. Distributors have to furnish the authorization from the manufacturer.
 - (ii) Valid ISO certificate.
 - (iii) Tenderer should have proof of supply to ten (10) or more Govt. organization / Corporate Hospitals / PSU Hospital and certificate in support of that from the users during last 3 years. **(Annexure VII).**
 - (iv) Proof of Average annual turnover of the manufacturing firm of Rs.2 Crores or more in last three (3) financial years in India **(Annexure VI).**
 - (v) Proof of manufacturing of Instruments & Equipments for last 3 years at least (Certificate of Incorporation of the manufacturer).
 - (vi) 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.
- 2.2 Authorized distributors are eligible to participate in the tender provided:
- (i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at **Annexure - V.** The authorized distributor may raise bill, if specially authorized by the manufacturer.
 - (ii) The authorized distributor will submit all the documents in support of eligibility of the manufacturer as mentioned in clause No. 2.1 along with the tender.

Sealed covers containing the tender in the prescribed form should be submitted in two sealed covers, Cover "A" (Technical Bid) & Cover "B" (Price Bid) as indicated below. Both the covers should be put into a third cover, which should be superscribed as **"Tender for supply of Instruments & Equipments to Trauma Care Centre, MKCG Medical College Hospital, Berhampur, Odisha" & Tender Reference No. 16945/MCH/CS/2011 dated 29.11.2011"**.

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. Contd.....P/5

3. TECHNICAL BID:

- 3.1 Checklist with detail of the documents enclosed in **Cover "A"** (as per **Annexure - I**) with page number. The document 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 & the specifications (**Annexure – II**).
 - 3.3 Tender document fee of Rs.2, 000/- (Rupees two thousand) only in shape of Demand Draft. in favour of Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha payable at SBI, M.C.C Branch, Berhampur, Odisha.
 - 3.4 The Earnest Money Deposit @ 1% of the highest quoted value will be paid in the shape of demand Draft only in favour of Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha payable at SBI, M.C.C Branch, Berhampur, Odisha.
 - 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)
 - 3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure-VI**) that the average annual turnover of the manufacturing firm is Rs.2 Crores or more during the last 3 (three) financial years.
 - 3.9 Performance Statement (**Annexure - VII**) during the last three years towards proof of supply to ten (10) or more Govt. organization / Corporate Hospitals / PSU Hospitals. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement.
 - 3.10 Copy of Valid Manufacturing License of the manufacturer (s) / authorization certificate by the distributor).
 - 3.11 Copy of Valid ISO certificate.
 - 3.12 Copy of VAT clearance certificate upto 31.03.2012.
 - 3.13 The Original Tender Book with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
- N.B:** Valid means the certificate should be valid on or beyond the date of opening of tender - (Cover-A).

4. COVER – B (PRICE BID)

- 4.1 The tender format giving the quoted rate for Instruments & Equipments for Trauma Care Centre should be sent in a separate sealed cover hereafter called **Cover "B" (Price Bid)**. **Cover-B (Price Bid) will be opened only of the tenderers who qualify in Technical Bid (Cover – A) and product is as per tender specifications.**
- 4.2 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – VIII**), both hard copy and soft copy must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery), installation, warranty for 3 years but exclusive of Sale Tax / VAT and Entry Tax charges (if any). 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.**
- 4.3 The CMC year wise also must be quoted for 7 years after completion of 3 years of warranty.
- 4.4 Turnkey job if any like voltage stabilizer / UPS, any civil work, electric work or any other accessories etc. should be quoted separately including all taxes.

- 4.5 The "cover-B" of successful bidders will be opened in the office chamber of the Superintendent, M.K.C.G Medical College Hospital, Berhampur, which will be intimated later on, in the presence of the tenders or authorized representatives. If any tenderer or their authorized representative fails to turn up at the time of opening of tenders, the process will continue as usual.

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

5. REJECTION OF TENDER

The tender paper will be rejected, if any of the following documents are wanting / not submitted with the tender:

- (i) Manufacturing license of the manufacturer / Import License.
- (ii) Manufacturers authorization in case of distributor/importer.
- (iii) Earnest Money Deposit (EMD).
- (iv) Annual Average Turnover of Rs. 2 Crores or more (Manufacturer) in the last 3 financial years.
- (v) Valid ISO certificate.
- (vi) Proof of supply to ten (10) or more nos. of Govt. Organization / Corporate Hospitals / PSU Hospitals and certificate in support of that from the user during the last three years.
- (vii) Major deviations from the technical specification of the item(s) as per tender.
- (viii) Price bid / quoted rate with signature and seal (Hard Copy).
- (ix) Demand Draft of Rs. 2000/- towards tender cost.
- (x) Any other document(s) as specified at item No-2, 3, 4.

6. EARNEST MONEY DEPOSIT

- 6.1 The Earnest Money Deposit referred to at para 3.4 shall be 1 % of the highest quoted value of the tender. The Earnest Money Deposit will be submitted in shape of Demand Draft only in favour of the Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha payable at SBI, M.C.C Branch, Berhampur, Odisha.
- 6.2 The EMD of the unsuccessful tenderers will be returned back without interest after placement of purchase order to the successful tenderer.
- 6.3 The EMD will be forfeited if the tenderer withdraws the tender or doesn't sign the contract / doesn't supply the items (in case of successful bidder) within the stipulated time period.

7. SECURITY DEPOSIT: (Performance Security)

- 7.1 The Security Money should be submitted in shape of Bank Guarantee (as per Annexure - IX) / Bank Draft from a Nationalized Bank in favour of the purchaser equal to the amount of 10% of the purchase order value of the item valid for 3 (three) years i.e. till the end of warranty period within 14 days of issue of the purchase order.
- 7.2 The agreement (as per Annexure-X) will be signed between the supplier and the consignee / purchaser and will be kept by the consignee. A copy of the agreement will be kept by the purchasing authority. The agreement must be submitted before the payment is released.
- 7.3 The Security Money will be returned back to the tendered without interest after the expiry of the warranty i.e. 3 (three) years from the date of installation & commissioning.
- 7.4 Security Money will be forfeited if there is any violation of the tender terms and conditions.

8. TENDER CONDITIONS:

- 8.1 The details of the Instruments & Equipments with their specifications are mentioned at **Section-II** . The firm must clearly mention the quoted instruments & equipments specification, special features, upgraded version (if any) in their quotation & also furnish leaflets. The specifications of the items should match with the specification mentioned against the item at section-II or similar type .
- 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.

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- 8.3 Rates inclusive of excise duty, customs duty, packing, forwarding, insurance, transportation charges (door delivery), installation but exclusive of Sales Tax/VAT & Entry Tax. Sales Tax/VAT & Entry Tax **should be mentioned in separate columns**. The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.
- 8.4 The turnkey job if any should be inclusive of all taxes.
- 8.5 The purchaser shall be responsible only after delivery and due verification, Installation and commissioning of the equipment.
- 8.6 The rate per unit packing shall not vary with the quantum of order placed for destination point.
- 8.7 If there is difference between figures & words, words will be taken into consideration.
- 8.8 In the event of the date being declared as holiday by Govt. of Odisha, the due date of submission of bids and opening of bids will be the following working day at the appointed place and time.
- 8.9 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 conform to the controlled price or MRP as the case may be.
- 8.10 To ensure sustained supply without any interruption the Superintendent, M.K.C.G Medical College Hospital, Berhampur reserves the right to split orders for supplying the requirements among more than one tenderer. If the lowest eligible bidder fails to supply in scheduled time and L₂ & L₃ firms agree to match the L₁ rate.
- 8.11 The rate quoted and accepted will be binding on the tenderer for a period of one year from the date of placement of purchase order and on no account any increase in the price will be entertained till the completion of this tender period.
- 8.12 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.
- 8.13 If at any time during the period of 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 Superintendent, MKCG Medical College Hospital, Berhampur, Odisha immediately about such reduction in the contracted price. The Superintendent, MKCG Medical College Hospital, Berhampur, Odisha 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.
- 8.14 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of issue of the purchase order or till issue of next tender for these items whichever is earlier.
- 8.15 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.
- 8.16 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 five (5) years.

- 8.17 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-VIII). The tenderer shall not quote his own rate for any item other than the item specified in the list. (**Section II**).
- 8.18 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 8.19 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Odisha from time to time. Either C.S.T or V.A.T (as applicable) will be paid to the supplier. In case of Entry Tax the supplier has to deposit the original receipt to claim it, if finished goods are brought from outside the State. The Sales Tax & entry tax components should be shown **separately** in the Price Schedule.
- 8.20 The requirement of items may increase or decrease depending on the situation.
- 8.21 The outside Odisha state tenderers should supply the "Instruments and equipments" through billing by a Branch office/sales depot of the manufacturer inside the state of Odisha.
- 8.22 If the manufacturing firms are directly submitting the tender, they should not authorize any agent to quote for the same products simultaneously.

9. PACKAGING:

- 9.1 All the packaging should be primary (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 limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage.

10. TURNKEY:

- The external power supply will be provided by the Deptt. / Consignee but the internal electrical wiring and electrical fitting & civil works or any other works, if required inside the room for installation & commissioning of the equipment and accessories will be provided by the supplier.
- A. Product should be provided with compatible online UPS wherever required (as per Section-II) with 2 Hours runtime / backup with external battery facilities (maintenance free) with one year onsite warranty or warranty as provided by the Original Equipment Manufacture (OEM) which ever is more.
 - B. All the items for turnkey will be installed by the approved supplier. The make and warranty of all the items are to be mentioned in the quotations.
 - C. The tenderer must visit the site of installation i.e. Trauma Care Centre, MKCG Medical College Hospital, Berhampur, Odisha before quoting for the items & turnkey.

11. WARRANTY: (Undertaking as per Annexure-XI & XII)

- 11.1.1 The warranty will remain valid for 3 years from the date of installation & commissioning of the equipment & seven (7) years of CMC after three (3) years of warranty. The original copy of warranty documents will be submitted to the consignee / the purchaser after installation.
- 11.1.2 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 the warranty period.
- 11.2 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. The supplier further warrants 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.

11.3 CMC: The CMC for (7) years after completion of warranty period of three(3) years from the date of Installation & Commissioning.

11.4 The selected firm should have a service centre in Odisha.

11.5 The selected firm will have to arrange for demonstration of the equipment at supply point at their own cost.

TRAINING:

12.1 The firm / supplier will provide hands on training to the doctors/paramedical staffs in their own cost for operating / handling of the instruments and equipments supplied by them.

12.2 The supplier / firm will provide all the operational & Maintenance manuals and tools (if required) of all items, equipments to the consignee at the time of installation.

13. UPTIME GUARANTEE:

13.1 UP-TIME BALANCE:

The Supplier(s) shall provide guarantee 95% uptime during warranty period i.e. 3 years from the date of installation & commissioning.

Any uptime less than that specified 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.

DOWN TIME PENALTY CLAUSE:

14.1 During the Guarantee/warranty period, desired uptime of 95% of 365 days will be ensured (24hours) 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 TEN YEARS (3 years warranty + 7 years CMC) after installing the unit in the institute. If accessories/other attachment of the system are procured from the third party, then the vendor must produce cost of the accessory/other attachment and the AMC from the third party separately along with the main offer and the third party will have to sign the CMC/AMC with the institute 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 principal firms 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 their foreign suppliers must attach authority letter in their favour.

LOGOGRAMS AND LABELING:

- 16.1 Tenderer for the supply of the equipments shall give an undertaking in his tender that he will print "Govt. of Odisha Supply-Not for sale" in bold letters in contrast ink on each unit pack.

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 17.1. The Superintendent, MKCG Medical College Hospital, Berhampur, Odisha 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 Superintendent, MKCG Medical College Hospital, Berhampur, Odisha 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 /work order unless otherwise specified. If no supply is received even after 30 days or 86 days with liquated damage from the date of issue of the purchase/work orders from the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha, such orders will stand cancelled automatically without further notice. Penalty shall thereafter be applied to the tenderer as specified in clause No. 19 . The firm shall also suffer forfeiture of the EMD and security deposit.
- 17.4(a) The date of receipt of goods/items/equipments will be taken as the date of supply after which the firm has to install the equipments/items preferably within 30days from the date of receipt of equipments.
(b) Work order will be issued for equipment with 3 years warranty and the turnkey job.
(c) The agreement & payment for CMC will be done after completion of the 3 years of warranty period.
- 17.5 If the approved supplier fails to execute the supply within the stipulated time, the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha, is empowered to purchase the same items from L₂ or L₃ tenderer.
- 17.6 The Superintendent, MKCG Medical College Hospital, Berhampur, Odisha 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.

18. EVALUATION:

- 18.1 The rates of the item quoted by the tenderer who qualify technically will be evaluated after taking the following points into consideration: -
- a) Rate of the instrument / equipment will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding and warrantee for 3 (three) years but excluding VAT and ET + Turnkey including all taxes if any + CMC for 7 years and after that the lowest responsive bidder will be selected.
- b) The circulars issued by the Finance Department, Govt. of Orissa from time to time regarding tax matters shall be taken into account for evaluation and shall be binding on the bidders.

19. LIQUIDATED DAMAGE:

- 19.1 The Superintendent may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 30 days) with a penalty of 0.5% which will be deducted from the purchase order value as "Liquidated Damage", for each week (7 days) up to a maximum 2% on the value of the goods. Date of receipt of the item will be taken as the date of supply.

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- 19.2 The purchaser may allow further 28 days (4 weeks) beyond 58 days only on justified grounds with a liquidated damage of 1 % per week (7 days) up to a maximum of 6% of purchase order value as liquidated damage i.e. from 31st day to 86th day from the date of issue of purchase order. The order can be cancelled after 30 days from the date of issue of the order even without extension time. The purchaser can apply all penal clauses of non-supply / part supply beyond 58th day from issue of purchase order.
- 19.3 If the supplier fails to complete the supply within the extended period, i.e. 58 days or 86th days after being allowed by the Purchaser, no further purchase order will be placed to the firm for the said item and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

20. TERMS OF PAYMENT:

- 20.1 No advance payments towards cost of instruments & equipments will be made to the tenderer.
- 20.2 90% of the cost of the equipment + 100 % tax + turnkey cost if any shall be paid to the supplier on receipt of the stock entry certificate, installation and demonstration of the item from the consignee. The balance 10% of the payment of equipment will only be made after receipt of certificate on working status of the equipment from the consignee after 6 weeks of installation and commissioning of the equipment for which the supplier has to raise two bills – one for 90% of the cost of the equipment + 100% taxes + turnkey cost if any and the other for balance 10% of the cost of the equipment.
- 20.3 Payments will only be made after installation of the equipment and keeping the security deposit from the supplier, if they have not deposited the same before Payment will only be made after handing over the Agreement, undertaking, warranty papers of equipment to the consignee and a letter to that effect should be submitted to the payment authority from the consignee.
- 20.4 No claims shall be made against the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
- 20.5 Payments in shape of Draft / Pay Order will preferably be dispatched to the supplier by Registered post with A.D or e-payment / on-line transfer or may be handed over to the authorized person of the supplier.

21. PENALTIES:

- 21.1 If the successful tenderer fails to supply the products 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 or security deposit submitted by him along with his tender shall stand forfeited by the Purchaser by reasons of such breach, such as failure to supply / delayed supply.
- 21.2 Violating the tender terms and conditions & non supply / supply of Not of Standard Quality equipment will disqualify the firm to participate in the tender for a period of 2 (two) years from the date of issue of letter and his E.M.D & Security deposit will be forfeited and no further purchase order will be placed to that firm for that item.
- 21.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court , Berhampur or High Court of Odisha.

22. CONDITIONS APPLICABLE TO LOCAL MSEs / SSIs OF ORISSA:

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

- 22.1 Attested copy of valid manufacturing licence.

- 22.2 P.M.T Certificate from the Director of Industries, Odisha or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Odisha, provided that MSE / SSI units has not been derecognised by the Govt. for that specified period.
- 22.3 Local Micro & Small Scale Enterprises (MSE) and Khadi & Village industrial units including handloom and handicrafts will enjoy a price preference of 10% vis-à-vis over local medium and large industries as well as industries outside the State. Local Micro & Small Scale Enterprises having ISO, ISI Certification for their product shall get an additional price preference of 3% as per provision of IPR-2007.
- 22.4 Local MSEs registered with respective DIC(s), Khadi, Village, Cottage and Handicraft Industries, OSIC, NSIC shall be exempted from payment of earnest money.
- 22.5 Clause number 1 to 14 is also applicable to the Small Scale Industry Units of the State of Odisha.

Sd/-
Superintendent
MKCG Medical College Hospital
Berhampur

SECTION –II

(Details of Instruments & Equipments with Specifications etc.)

Details of Instruments & Equipments with Specifications

1. SPECIFICATIONS FOR HEAD LIGHT WITH COLD LIGHT ILLUMINATION AND COLD LIGHT FOUNTAIN

1. HEAD LIGHT

The Head Light should consist of

- i. Double lens system with removable and sterilizable focus handle.
- ii. Headband which should be extra light, fully adjustable with cross band and fore head cushion.
- iii. Y-fiber Optic Light Cable, with special connector for head light, length 250 cm.
- iv. Clip. for attaching the fiber optic light cable to operation room clothing.

The Head Light is to have the following features.

- i. Luminous field can be focused-adjustable from 20 to 80 mm at a working distance of 40 cm – resulting in brightness of over 175,000 lux.
- ii. Precise delineation and no luminous field color margins.
- iii. Homogenous illumination of the luminous field without shadows.

2. COLD LIGHT FOUNTAIN

It should have

- i. Cold Light Fountain XENON 300 Power supply 230 volt/A.C., 50/60 Hz.
- ii. Mains Cord.
- iii. Lamp type-XENON 15 volt, 300watt.
- iv. Color temperature – 6000K.
- v. Light outlet = 1
- vi. Light intensity adjustment-continuous manual adjustment.
- vii. Safety standard according to IEC 601-1.
- viii. Two spare lamps are to be provided with the set

Warranty:

- i. Comprehensive warranty for 2 years of the complete system.
- ii. CMC for 5 years for the complete system.
- iii. The company has to quote the amount of CMC for 5 years after completion of the warranty.

2. SPECIFICATIONS FOR ELECTRICALLY OPERATED NEUROSURGICAL DRILL AND CRANIOTOME SYSTEM

1. Maximum speed upto 1,00,000 rpm
2. Speed control with both foot and hand switches
3. Control unit with touch screen operation of the hand piece motor and digital display of speed and other functions
4. One Hand piece with straight drill
5. One Hand piece with angled drill
6. Four burrs of different sizes
7. Four diamond burrs of different sizes
8. Craniotome with dura guard for adult
9. Craniotome with dura guard for paediatric patient
10. Cranial perforator
11. Oscillating saw
12. Reciprocating saw
13. Saggital saw
14. Operating with 220 volt and 50 Hz AC current
15. Operating manual book
16. All operating accessories for the system

3. TECHNICAL SPECIFICATIONS OF NEUROSURGICAL OPERATIVE MICROSCOPE

1. Magnification : 1:6 ratio, motorized zoom, adjustable via hand grip and foot control panel.
2. Focus system : Internal motorized, continuously variable, adjustable via hand grip and foot control panel.
3. Working distance : 200 to 415 mm.
4. Main Binocular Tube : Inclined 0 to 180 degree.
5. Second observer attachment : Same as for the main surgeon.
6. Illumination : Xenon lamp through fiber optic cable, Intensity adjustable, with emergency lamp provision.
7. Control Unit : Graphic LCD display, adjustment for zoom speed, focus speed, zoom position and working distance, with memory for personal setting for different surgeons.
8. Magnetic Brakes : For the optical and suspension system.
9. Foot control panel : For adjustment zoom, focus and column.
10. Integrated TV beam splitter, video camera and TV.
11. Floor stand : Should be sturdy, stable and have a compact base for easy positioning.
Should be rotatable around vertical axis minimum by 360 degree.
Should be rollable on minimum 4 castors each with its own locking device.
Should have xenon light sources integrated.
Should be provided with power column(to change the height)
12. Line Voltage : 115 to 230 volt
13. Line frequency : 50 to 60 Hz
14. Line Protection : Automatic circuit breaker
15. i) Comprehensive Warranty for 2 years of complete system and the accessories.
ii) CMC for 5 years complete system and the accessories.

N.B.: The company concerned has to quote the amount of CMC for 5 years after completion of the warranty.

4. SPECIFICATIONS FOR HIGH SPEED PNEUMATIC DRILL

High Speed pneumatic drill for Neuro Spinal Application with Craniotome.

- The pneumatic drill should have a minimum rpm of 1, 00,000.
- The motor should swivel up to 360 deg.
- The motor should be convertible to allow operator to use the motor straight or at an angle at hose connection, intra-operatively from 135 deg to 180 degs.
- Should operate between 2 to 8 bar (20-120 psi)
- Motor should have Vane-motor design
- Should have shielded foot control with veritable speed control and pressure gauge
- Sterilizable through regular steam autoclave or ETO
- In line automatic lubrication and filtering during the operation through a single cartridge.
- Sound level not more than 70dB @ 1,00,000 rpm @ 120 psi / 8 bar
- Attachments should have tapered design for better visibility under microscope.
- There should be bold colour coding to identify matching attachments and tools.
- System should have quick connect but lockable attachments of various sizes.

Attachments and Accessories:

- Straight, Variable Straight, Angled Attachments, Hooded Telescopic Tubes and Curved burs should be available.
- Should have special attachments like Contra angle attachment and Metal cutter attachment (Optional).
- Telescopic Tubes should have outer diameter less than 5 mm and inner diameter 1.2 mm or 1.5 mm. Tubes should be of length 12 cm, 15 cm hooded and 17 cm.
- Variable length attachment should be able to vary the tool exposure lengths for optimal visibility, without touching the tool tip. Should be adjustable in 1 mm increments up to 12 mm.
- There should be option for curved burs to enhance visibility and access, with wrapped shaft to protect the surrounding tissue from mechanical damage, should be a available in overall length of 9 cm & 11 cm (Optional)
- Bone Mill Attachment for crushing the bone for bone graft (Optional)
- Craniotomy Attachment should be available in three sizes to cater to pediatric cases to adult with thick skull bone.
- Various Dissecting Tools such as Acorn, Cylinder, Match head, Ball should be available
- Reciprocating saw
- Two liquid Nitrogen cylinders large.

5. SPECIFICATIONS FOR SPINAL SURGERY INSTRUMENTS

Sl.No	Name of the Instrument	Width	Angle		Length	No
1	Lion's Heavy Roungeur	10mm	Straight		180-220 mm	02
		8 mm	Straight		180-220 mm	02
		5 mm	Straight		180-220 mm	02
2	Goose Neck Ronugeur	5 mm	45°	Upbiting (forward)	180-220 mm	02
		4 mm	45°	Upbiting (forward)	180-220 mm	02
		3 mm	45°	Upbiting (forward)	180-220 mm	02
		2 mm	45°	Upbiting (forward)	180-220 mm	02
3	Kerrison's Bone Punch	2 mm	45°	Upbiting (forward)	180-220 mm	02
		3 mm	45°	Upbiting (forward)	180-220 mm	02
		4 mm	45°	Upbiting (forward)	180-220 mm	02
		5 mm	40°	Upbiting (forward)	180-220 mm	02
				Downbiting	180-220 mm	02
4	Intervertebraldisc Roungeur	2 mm	Straight		180-220 mm	02
		2 mm	Angled	Forward	180-220 mm	02
				Back Ward	180-220 mm	02
		3 mm	Straight		180-220 mm	02
		3 mm	Angled	Upbeting (Forward)	180-220 mm	02
				Downbiting	180-220 mm	02
5	Dr. Ramani's modified Microlumber Retractor with two hooks and 4 Blades	1x5 cm				02
		2x5 cm				02
		1x7 cm				02
		2x7 cm				02
6	Micro Kerrison's Punch	3 mm	45°	Upbiting	7 inch	03
		2 mm	45°	Upbiting	7 inch	03
		1 mm	45°	Upbiting	7 inch	03
7	Cloward Cervical Retractor with Single Hinged Arms 10Inch Long, Total Opening 4 1/2 Inch					02
	Cloward Cervical Retractor with Double Hinged Arms 10Inch Long, Total Opening 4 1/2 Inch					02
	Cloward Cervical Retractor Blade, Blunt 40 mm Deep					02
	Cloward Cervical Retractor Blade, Blunt 45 mm Deep					02
	Cloward Cervical Retractor Blade, Sharp 40 mm Deep					02
	Cloward Cervical Retractor Blade, Sharp 45 mm Deep					02
	Cloward Cervical Type Vertebral Spreader with Ratchet 5 Inch Long, Total Opening 3/4 Inch					02
8	Metzenbaum Scissors	Curved		6 inch		02
				7 inch		02

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9	Knapp, Dissecting, Blunt Tipped Scissors	Curved		4 ¼ inch	02
10	Irish, Delicate Scissors	Straight		3 ½ inch	02
11	Ruskin Bone Roungeur, Double Action	Angled, 5mm bite		18 cm long, Duck hill type	02
12	Adson Bayonet Dural Forcecep (1x2 Teeth)			8 inch long	04
13	Adson Bayonet Dural Forcecep Serrated Tip			8 inch long	04
14	Frazier Suction Tube	6 fr, bulbous tip, stainless steel		10 cm long	02
		7 fr, bulbous tip, stainless steel		10 cm long	02
		8 fr, bulbous tip, stainless steel		10 cm long	02
		10 fr, bulbous tip, stainless steel		10 cm long	02
		6 fr, bulbous tip, stainless steel		15 cm long	02
		8 fr, bulbous tip, stainless steel		15 cm long	02
		10 fr, bulbous tip, stainless steel		15 cm long	02
15	Micro Dissector	1 mm tip			02
		2 mm tip			02
16	Micro Bayonet (Yasargill)	0.6 mm (Plain tip)		8 inch length	02
17	Forcep Jeweller Type		Straight		02
18	Pen Field Dissector	No.1		7 inch long	02
		No.2		7 inch long	02
		No.3		7 inch long	02
		No.4		7 inch long	02
19	Volkman Bone Curette, (Autoclavable Phenolic Handle)	Size 1 & Size 2		10.75 inch length	02 each

6. SPECIFICATIONS OF PATIENT WARMING SYSTEM

1. Should be suitable for intra operative applications.
2. Should consist of active warming arm-cum-shoulder section, pair of leg segments and 1 double segment to cover the entire body.
3. Size Double segment (60-62) cm x (80-85) cm.
Arm & Shoulder Section (35-40) cm x (175-180) cm.
Leg Segment (80-85) cm.
4. Each Double segment & arm-cum-shoulder segment should have two temperature sensors each for precise temperature control.
5. Double segment & arm-cum-shoulder segment should be divided in two sections capable of being switched ON or OFF independently depending upon the nature of surgery and condition of patient.
6. Should have a control unit to regulate warmth to every area precisely by use of carbon fibers.
7. Control unit should be capable of warming at least three segments at a time.
8. Should offer precise digital temperature control with selectable temperature range of 30 to 42 degree C in steps of 0.5 degree C.
9. Control panel should display intended and actual temperature.
10. Should have safety features such as Automatic check. Precise temperature control between warming system and patient. Auto stop on detecting any problem.
11. Should have non latex anti bacterially coated blood and fluid resistant covers.
12. Covers should be washable and replaceable.
13. The control unit should be light weight not more than 2.5 kg small in size (200x120x230 mm approx) and easily attachable to IV rod / OT table with fixing claw.
14. Should have low energy consumption and noiseless operation.

Easy to Use Control Unit

- Small, Portable, easy-to-use unit allows precise (+ 0.5⁰C),_ automated or customizable temperature management.
- Negative pressure design prevents accidental leaks.
- Effective as a single stand alone device.

Innovative Thermal Pads.

- Pad size allow placement on nearly any body surface.
- Normothermia is safely maintained with only 20% of patient's skin covered.
- Provides an optimal energy transfer path heat is conducted directly through the skin through advanced, 3-layer, non-slip, hydrogel pads.
- This compact, stand alone unit is powerful enough to maintain precise patient temperatures during lengthy and complex surgical procedures, such as open heart surgery. The system can be managed either manually or be allowed to automatically control a patient's temperature to set point using the remote interface.
- The control unit draws temperature controlled water through disposable gel pads applied directly to the patient's body. In automatic mode, the control unit analysis the patient's rate of temperature charges.
- Computer controlled algorithm avoids warming patients above normal range and prevents temperature spikes thin, conformable foam and gel pads.
- Disposable non-sterile pads can be kept away from the sterile field.

**7. SPECIFICATIONS FOR SURGICAL DIATHERMY FOR DEPARTMENT OF SURGERY, M.K.C.G MEDICAL COLLEGE,
BERHAMPUR**

Eligibility Criteria (Additional)

1. Manufacturer should follow all international standards and safety standard certificate to be submitted.
2. The surgical diathermy unit should have CE marked in conformity with EEC standards
3. Should have local service facility the service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service manual.

Technical Specifications.

1. Peak to peak voltage should be 400 v. DC.
2. Unit should have advanced microprocessor controlled technology.
3. Unit should have digital display with push button.
4. Unit should perform self test during power ON.
5. Unit should have digital wattage indications for bipolar and monopolar modes.
6. Unit should have isolated monopolar and bipolar outputs.

Operating Modes.

1. Monopolar cutting, pure and blend
2. Monopolar coagulation soft and forced
3. Bipolar coagulation
4. Should have endocut mode
5. Should have spray coagulation
6. The unit should be capable of being upgraded to argon beamer system at a later date.
7. Foot switch required in monopolar and bipolar operations.

Power Output.

1. Monopolar cutting should be 400 watt.
2. Monopolar coagulation should be 250 watt.
3. Spray coagulation should be 120 watt.
4. Bipolar coagulation should be 100 watt.

Accessories Required.

1. Should have bipolar forces 18 cm blunt - 1 No.
2. Patient plate rubber – 2 Nos.
3. Electrodes handle reusable for monopolar cutting and coagulation – 2 Nos.
4. Electrode set – 1 set of 5 Nos.
5. Bipolar Cable – 1 No.
6. Twin foot switch – 2 Nos.
7. Long Probe.
8. Spray Electrode

Power Supply.

1. Power input to be 220-240V AC, 50HZ fitted with Indian Plug.

Warranty.

1. Comprehensive (CMC) warranty for 5 years after conventional warranty is completed.

8. OT Table – 04 Segments, Translucent top with Orthopedic attachments

1. Actuator Operator, Eight uncton remote control table.
 - Up & Down (Min-30, Max-42)
 - Trendelenburg & reverse Trendelenburg (30° either side)
 - Right lateral & Left lateral (21° either side)
 - Back rest-Motorized (+80° to -90°)
2. Power supply should be 220v, 5 amps and three pin domestic plug.
3. Mounted on four imported polyurethane castors for longitudinal & lateral movements
4. Braking should be very effective and should be lock when braked; it should be on the head end side of the table, to facilitate the anesthetist and one brake on the tail end for better stability.
5. Leg bed should be two pieces right and left are detachable and abductable and also can be moved up & down.
6. Table top should be five sections; it should be breakable into inverted v-shave from the head side.
7. Trendelenberg and lateral mechanism are concealed with bellows; column is straight without any projection on right or left.
8. Entirely off centered table top provides unrestricted 'C' arm imaging for entire body.
9. The up & down movements are jerk free and high precision bal bearings totally avoids wig-wag movement in the column.
10. Table column size should be very sleek for 95° 'C' – Arm access.
11. Table should be a provision to view spine AP and lateral with 'C' Arm.
12. Polyurethane detachable cushion top should be provided on the table top.
13. Base, column casing, table top frame, traction bars and all accessories should be make of non corrosive steel.
14. The table top should be reversible, the headrest attachments can be fixed to the tail side and the tail side attachment should be fixed to the head side.
15. Heard rest should be detachable.
16. The backrest can be operated electrically through remote control.
17. The table should be provision to fix top leg traction attachment.
18. Unique top leg attachment with off centered traction bar provides unrestricted 'C' arm imaging both AP and lateral for lower limbs.
19. Shoulder arthroscopy sitting position can be achieved.
20. The table should be provision to fix drainage tray with hose.
21. The table should be designed to do PCNL without any floor support from the top.
22. The entire vertebral column can be viewed without any hindrance.
23. Patient sitting position with Trendelenburg maximum possible.
24. Can adapt may field sugitha and lyela retractor.
25. C-arm compatible pelvic surgeries can be performed.
26. Inbuilt Kidney Bridge also possible.
27. Ultra low height table (Minimum 26", Maximum 36") possible for laproscopic & neuron procedures.
28. Should be C.E. TUV-ISO-9001 AND ITC-EN-ISO-13485/2003 Approved.

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Accessories should be supplied along with the OT table

29. Arm Rest-02 nos.
30. Simple Clamp-03 nos.
31. Setting Clamp-02 nos.
32. Rail Extension Bar-02 nos.
33. Anesthesia Screen Rod-01 no.
34. Lithotomy-02 nos.
35. Side Support-02 nos.
36. Shoulder Support-02 nos.
37. Urology Bed-01 no.
38. Orthopedic Fracture attachment(Detachable)-(1 set for Adult and 1 set for Children)
39. Pelvic support for lateral position under traction.
40. DHS-cum-Femur Perinal Post-01 set
41. Traction L- Pipe (R/L)-01 each.
42. Ball Mechanism-02 nos.
43. Tibia Traction T-Pipe-01 no.
44. Floor support-02 nos.
45. Endoprosthesis Support-03 nos.
46. Foot plates with Traction boot-01 no.
47. Steinmann Pin Holder-01 no.
48. Hand Surgery Bed-01 no.
49. Humers Bed-01 no.
50. Borse Shoe type head ring for neuron and cervical-01 set.
51. Boisters 6"-02 nos.
52. Battery Back up-01 no.

9.Pneumatic Tourniquet

Cuff pressure range:10 to 450 mmhg

1. Pressure regulation :+/-10 mmhg of set point. Online setting:Increase and decrease in pressure settings.
2. Timer: Range from 9 hours to 59 minutes.
3. Internal least count: Timer 1 minute / Internal 1/1000 second.
4. Alarm : Audible on timer equaling set value.
5. Memory: Pressure set in earlier session is stored and displayed when the machine is switched on again.
6. Pressure regulation: Maintains set pressure under leak conditions.
7. Backup: 3 hours battery backup from offline to online(vise versa)
8. Switchover: Automatic switchover from offline to online(vise versa)
9. Power: 230 V (AC) / 50 Hz + or -10%
10. Stabilizer: Inbuilt.
11. Digital display: Digital display of set pressure, actual pressure, time elapsed and set time.
12. Cuffs: Different sizes of five cuff-washable and easy fitting (Pediatric, small, medium, big & large)
13. Dimensions: 222.25 mm (1) x 139.7 mm (w) x 101.6 mm (h) Weight: 3.9 kgs.

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10.Power Drill

Universal Drill Hand Piece (Autoclavable)

- Pistol Grip
- Stainless steel Jacob's Drill check (0-¹/₄")
- Weight 800 gms approx
- Ergonomically designed Grip
- Maximum speed 1200 RPM 5.5 cannulated
- Autoclavable

Sagittal Saw Hand piece (Autoclavable)

- Pistol Grip
- To difficult cuts at depth
- Ideal for TKR THR
- Five types of Blades can be set at 45⁰.90⁰
- Autoclavable.

Flexible Reamers (Autoclavable)

Reaming Hand piece

- Pistol Grip
- Max speed 400 rpm
- AO type quick coupling
- 5.5 mm cannulated
- Ideal for Intra Medullary reaming
- Autoclavable
- Weight 700 Gms

Flexible Reamers

- Flexible reamer shaft 8 mm dia fixed head (j)
- Flexible reamer shaft for detachable
- Heads up to 12 mm (K)
- Heads up above 12 mm (M)
- Detachable reamer heads from 8.5 to 12 mm, step of 0.5 mm (L-1)
- Heads from 12.5 to 15 mm, step 0.5 mm (L-2)
- Guide wires std length 440 mm.

Driving Unit: 220 Volts / 5 Amp A.C supply

Completely enclosed

Foot control for on/off and speed

Shaft: Weight approx 1000 gms

Autoclavable

Contd...P/25

11. Splints and Traction for 1 set

1. Brawn Splints (Adult):7
2. Brawn Splints (Children):3
3. Thomas Splint with pearson attachment (Adult):7
4. Thomas Splint with pearson attachment (Children):3
5. Crutch field tong (Adult):5
6. Crutch field tong (Children):2
7. Bed side traction units with pulleys:5
8. Balkan beam attachment for traction with accessories: 4
9. Traction weights 1 kg:4
10. Traction weights 2kg:4
11. Traction weights 3 kg:15
12. Traction weights 5 kg:10
13. Traction weights 10 kg:5
14. Spinal board with accessories for transportation:5
15. Air Bed:3
16. Cervical immobilizer / Philadelphia collar :6

12. Laminar Airflow

1. Average air flow velocity 90 (# 10) 6" below the filter
2. Sound level not exceeding 65 d BA 30" (76.20 cm) with avg. air of 90 FPM
3. Vibration level not more than 0.09 MILS
4. 3 stage filtration pre-filter true HEPA, activated carbon & LIONISER
5. Heap filter of 6" / 72 pleats with 99.9% efficiency in removal of particulate 0.3 micron and large leak proof.
6. Filter media of micro glass fiber with poly-string separators internally sealed.
7. Face guard is epoxy coated.
8. Direct driven fan motor with sealed double bearing.
9. Dual speed with thermal over load protection.
10. Capable of delivery 700 cfm (0,329 m /3/s) of air filter pressure drop from 35 0.99" WG.
11. Prolonged washable pre- filters arresting 90% of particles 5 micron.
12. Centrifugal blower regulated by dampers / electronic speed control.
13. Average work zone velocity 0.4 / 0.5m/sec.
14. Active carbon filter.
15. Double blower system.
16. Special composite material housing to reduce noise, corrosion and vibration.
17. Sealed gasket.
18. Stainless steel diffuser plate.
19. Differential pressure manometer.
20. Provision to take in 5% of fresh air.
21. O.T. is pressurized with clean fresh air thus outside air does not enter the O.T.
22. Return air is taken from the lowermost part of the O.T. thus providing complete coverage of O.T. staff, trolley, table etc.
23. It is independent of air cooling system which prevents moisture deposited on the HEPA filter (HEPA gets destroyed very fast because of moisture)

13.THORACIC SURGERY INSTRUMENTS

1. Kelly's Dissecting Scissor-175mm, 7"-1.
2. Myos scissors straight Bsc 330-135mm-1.
3. Myos scissor curved 333c-205mm-1.
4. Metzenbaum scissor straight-7"-1.
5. Metzenbam scissor curved-340mm-1.
6. Debakey vessel scissor angled onside-45Deg-1
7. PottsDemartel vessel scissor-220mm-60Deg-1.
8. Surgical scissor curved x Blunt-145mm-6"-1.
9. Baby metzenbaum fine dissecting scissor-145mm-5' ¾"- straight-1 & curved-1.
10. Potts micro scissor spring type round handle-180mm-7"-1.
11. Adson dissecting forcep TDP151-6"-1.
12. Standard dissecting forcep TDP 145mm-6"-1.
13. Debakey vascular forcep atraumatic jaw-1mm-7"-4.
14. Brown tissue grasping forcep BDF 615-7"-2.
15. Myo hegars needle holder BNH 407-7"-2.
16. Heaney needle holder BNH 259-1.
17. Webster needle holder TNH 014-6"-1.
18. Konig vessel retractor -13 x 13mm-7 "-1.
19. Vessel dissecting hook swell 9' /4"-1.
20. Kocher langenback retractor-41 x 11mm-9"-2.
21. Langenback retractor-210mm-8' /4"-CRT 73-28 x 16mm-1.
22. Kelly retractor-260mm 10' /4"-1.
23. Deaver retractor adult size-300mm x 12"-BRT 792-25mm wide-1.
24. Coryllos lung retractor-225mm -10"-CLR 522-115 x 38-1.
25. Davidson scapula lung retractor adult-195mm-7' ¾"-CLR 16-75 x 90mm-1.
26. Allison lung retractor with fibre handles adult-320mm, 12' ¾"-CLR15-width-54mm-1.
27. Dieffenberg bulldog clamp-straight-38mm-11/2"-2.
28. Allenberg haemostatic forcep with retractor blades of soft tissues during anastomosis- CHF 235 9'4"-1.
29. Debakey – mixer dissecting ligature forcep long jaw rt angle-80mm-BLF 102,285 11' ¼"-1.
30. Debakey-satisnky tangential occlusion clamp angle 32mm x jaw 68mm-CTO 111-1.
31. Coley-back anastomosis clamp-jaw 56mm- CMP731-1.
32. Allies tissue forcep-4 x 5 teeth BGF 146-150-6"-12.
33. Duval-lung grasping forcep-200mm-8"-1.
34. Mixer rt angle dissecting ligature forcep-BLF 57-200mm-8"-1.
35. Finochietto rib spreader, blade size 45 x 36mm, spread-140mm-child-1.
36. Finochietto rib spreader –medium-size-65 x 45mm-1.
37. Sellors rib spreader & contractor-approximator with swivel blades-CRC55-200mm-8"-1.
38. Liston still compound action rib shear 265mm-1.
39. Liston bone cutting forcep-single action straight-73/4"-1.
40. Stille-ruslin bone rongeur double action-240mm-1.
41. Doyen rib respatories curved to left-7"-1.
42. Doyen rib respatories curved to right-7"-1.
43. Longenback rib respatories-7 & ½"-1.
44. Harvey wirecutter-6"-1.
45. Baumgater wire twister ligature forcep-7"-1.
46. Wire tightening pliers double action 7"-1.
47. Moldestad vessel hooks-CVH17-6 & ¾"-1.
48. Debakey heparin needle-3mm tip-CHN575, ¾"-1.
49. Debakey suction cannulae with central bore & lateral slots-3mm DIA-10 & ¾"-1.

14. EQUIPMENTS & INSTRUMENTS FOR VASCULAR SURGERY

1. Debakey Vessel scissors- Angled on side 45 deg. 6"-1, 125 deg-1.
2. Debakey/Diethrich Vessel Scissors-7"-45 deg.
3. Potts-Demartel Vessel Scissors 7"-60 deg.
4. Surgical scissors curved blunt x blunt-7".
5. Metzbaum fine dissecting scissors-6" Curved.
6. Potts Micro scissor spring type flat- Handle with cross serrations-7" 45 deg.
7. Potts reverse Patts-7" 125 deg.
Fine Dissecting Forceps-6"-4, 7"-4, 9"-4.
8. Micro Ring Forceps-4.
9. Debakey Vascular Forceps-Alrantic Jaw 1mm-6"-2, 7"-2, 8"-2.
10. Debakey Needle Holder-Slender Pattern-6"-1, 8"-1, 12"-1.
11. Castroviejo Needle holder with catch smooth Jaw-6"-1, 7"-1.
12. Castroviejo Micro Needle holder with catch straight-6"-1.
13. Konig Vessel Retractor-13 x 13mm, 180mm x 7"-4.
14. Cushing Bound Retractor-10 x 13mm-2.
15. Kocher-Langenbeek Retracter-25 x 6mm-2, 35 x 11mm-2.
16. Volkmann Retractor Blunt-1, Sharp-1.
17. Dieffenbach Bull dog clamp, Straight-38mm x 1.5"-2, 35mm x 3/8"-2.
18. John Hopkins Bulldog Clamp Straight-38" mm x 1.5"-2.
19. Diethrich Bulldog clamp angled-45mm x 3/4".
20. Debakey Microbulldog Clamp.
21. Debakey pead anastomosis & Multipurpose Clamp Jaw-31mm, 170 x 6.5".
22. Debakey Peripherial Clamp-180mm x 7"-1.
23. Cooly Anastomosis clamp-180mm x 7"-1.
24. Collinn Traumanil Jaw-21mm-2, 195mm x 7 x 3/4"-2.
25. baby Adson Forcep right angle serrated fine jaw-140mm x 5.5"-1, 180mm x 7"-1.
26. Baby Mosquito delicate haemostatic forcep-95mm x 3 x 3/4"-straight-6, curved-6.
27. Halle vascular dissector blunt & sharp-185mm x 7 x 1/4"-3.3mm-1.
28. Varady Micro Vascular Extracter-1.8mm x 7"-1.
29. Weclaner self retaining retractor sharp-3x4 Prongs-1.
30. Broms Vein Hooks-170 x 6 x 3/4"-1.
31. Moldestad vessel hooks-170 x 6 x 3/4"-1.
32. Design for vision-surgical Telescope-4.5 Magnification/ Surgical acuity-1.

SECTION –III

ANNEXURES

(Technical Bid, Price Bid, Agreement)

CHECK LIST
(To be submitted in 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	No.	Page	Yes	No			
4.	Details of Manufacturing Unit / contract 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 (Annexure – V)		Page No.	Yes	No			
7.	Proof of avg. Annual turnover of Rs.1 Crore or more for preceding 3 financial years (Annexure - VI)		Page No.	Yes	No			
8.	Performance Statement during the last three year (Annexure -VII)		Page No.	Yes	No			
9.	Copies of Purchase order in support of the performance statement		Page No.	Yes	No			
10.	Copy of Manufacturing License		Page	Yes	No			
11.	Copy of Valid ISO Certificate		Page	No.	Yes	No		
12.	Copy of valid ISI Certificate		Page No.		Yes	No		
13.	Photocopy of PAN		Page	No.	Yes	No		
14.	Photocopy of VAT clearance certificate		Page	No.	Yes	No		
15.	Copy of original Tender and schedules, duly signed by the Tenderer		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.No.	Name of Item(s)	Specification	Manufacturer/Brand name

N.B.:

- (i) Literature of leaflets on technical specification of each quoted item should be attached with the tender documents.
- (ii) If required, the tenderers may be asked for power-point Presentation of their quoted model(s).

ANNEXURE – III
(Refer Clause No. 3.5)

(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 / if any, in Odisha.
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	Copy of Certificate of incorporation of Manufacturer)	
Manufacturing License Nos. & Date	Copy of manufacturing licence of Manufacturer)	
Name of the issuing authority		
License valid up to		

Signature of the Tenderer :
with seal

Date :

Official Seal :

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

DECLARATION FORM

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

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

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and
blacklist me/us for a period of 2 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 further declare that I/We possess valid manufacturing license (s) bearing No. (s)
.....Valid upto I / We
do hereby declare that I / we will supply the _____ as per the terms, conditions &
specifications of the tender document.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

ANNEXURE – V
(Refer Clause No. 2.2(i))

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

To

The Superintendent, M.K.C.G Medical College Hospital,
Berhampur (Ganjam), Odisha.

Ref: Tender No. _____ Dated _____ for supply of drugs and consumables.

Dear Sir,

We, _____ are the manufacturers of _____
_____ having factories at _____.

1. M/s. _____ (name and address of the agent) is our authorized agent for sale of _____ (name of items)

3. We confirm that M/s. _____ (name of the above agent) is authorized to submit a tender, and enter into a contract with for the above goods manufactured by us.

Yours faithfully,

(Signature with date, name and designation)

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

Seal

Note :

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

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

ANNEXURE – VI
(Refer Clause No. 3.8)

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

ANNUAL TURN OVER STATEMENT

The Annual Turnover for Instruments & Equipments products of M/s _____
_____ who is a manufacturing unit for the last three years are given
below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in Crores (Rs.)
1.	2008 – 2009	-
2.	2009- 2010	-
3.	2010 – 2011	-

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

Date:

Signature of Auditor/

Place:

Chartered Accountant

(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

Note:

- To be issued in the **letter head** of the Auditor.
- Separate certificates** should be furnished for different manufacturer in case the bidder is quoting products of different manufacturers.

(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)

Name of Manufacturer:

Sl.No	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the equipments been functioning satisfactorily (attach documentary proof)
				As per contract	Actual		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

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.

ANNEXURE-VIII
(Refer Clause No. 4.2 & 8.17)

MODEL TENDER FORMAT(PRICE SCHEDULE)

Sl.No. of the Item	Specification (Annex-II)	Cost of the equipment which includes excise duty, packing, insurance forwarding / transportation & excludes VAT / sales tax/ entry tax with 3 (three) years onsite warranty	Onsite cost of CMC for seven (7) years after 3 years of warranty period Year-wise break-up (in Rs.)	Turnkey job if any including all taxes. Electric wiring, civil works, accessories etc, on MKCG MCH, Berhampur.	Total Cost (in Rs.)
		Cost in Rs. (both in words & figures)			
(1)	(2)	(3)	(4)	(5)	6=(3+4+5)

Date:
Place:

Signature of the Bidder:
Name:
Address:

Note:

1. Rates should be quoted both in figures & words 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 turnkey.
3. In evaluation. The cost of the equipment with 3 years warranty & turnkey including all taxes + onsite CMC for 5 years after 3 years of warranty period + turnkey job including all taxes will be added together and the lowest eligible bidder will be selected.
4. But the purchaser order & payment will only be made for equipment with three years warranty + all taxes + turnkey job.
5. The CMC agreement will be done by the Superintendent, MKCG MCH, Berhampur and payment for CMC will be released every year after completion of 3 years of warranty.

PERFORMANCE SECURITY BANK GUARANTEE FORMAT

_____ [Insert : Bank's Name and Address of
issuing Branch or Office]

Beneficiary : _____ [Insert : Name and Address of
Purchaser]

Date : _____ .

PERFORMANCE GUARANTEE No. _____

We have been informed that [Insert : Name of supplier] (hereinafter called " the supplier " has entered into contract No. [Insert : reference number of the contract] dated _____ with you, for the supply of [insert : description of items] (hereinafter called " the contract ").

Furthermore, we understand that, according to the conditions of the contract, a performance guarantee is required.

At the request of the supplier, we [Insert : Name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert : amount in figures] (_____) [insert : amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligations under the contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the _____ day of _____ 2_____ and any demand for payment under it must be received by us at this office on or before that date.

(Signature (s))

AGREEMENT

THIS AGREEMENT IS MADE AT BERHAMPUR THIS THE DAY OF _____ 20__

BETWEEN

Name of the Supplier
with full address

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

AND

The Govt. of Odisha
Health & Family Welfare Department
Represented through the
Superintendent, MKCG Medical College Hospital, Berhampur, Odisha / **THE CONSIGNEE**
Hereinafter called the " PURCHASER" _____ as 2nd Party.

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

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

Name of the Item:

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

The supplier(s) has agreed to sell the equipments completed in all respects according to the Tender requirements and their / his offer dtd. _____ and the Suppliers 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>Offered Price</u>	<u>Total</u>
-----------------------------	----------------------	--------------

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

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools

N.B.: The agreement may be signed by the purchaser / consignee or any person authorized by the purchaser / D.H.S (O) with the concerned firm / supplier.

6. F.O.R. at the destinations mentioned in the consignee list
7. Training to doctors & technicians.
8. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of three year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
9. CMC for next 7 (seven) years after the warranty period.
10. Installation and commissioning of the system by the supplier's engineer at site.
11. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the suppliers till the completion of the installation and turnkey job if any.

TERMS AND CONDITIONS:

PRICE:

Only the price quoted by the suppliers in his / their financial proposal will be the price for payment and no other price escalation will be allowed at no circumstances.

TERMS FOR PAYMENT:

- A. The payments 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 guarantee / Bank Draft from a nationalized Bank amounting to 10% of the purchase order value with the warranty for 3 years & CMC of 7 years after warranty agreement to the consignee.

90% of the cost of the equipment + 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. For this purpose the supplier will submit two bills, one 90% of the cost of the equipment + 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 to the consignee. The undertaking as per Annexure-XI & XII will also be submitted to the consignee with photocopies to the purchaser.

UP-TIME BALANCE:

The Supplier(s) shall provide guarantee 95% uptime i.e. 58,254 (95% of 61,320 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 hours = 8760 hrs.

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

For 3 years warranty = 8322 x 3 = 24966 Hours

Any uptime less that specified above will be compensated by the Suppliers. The consignee shall maintain a log-book in the format provided by the Suppliers 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 THREE 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.

INSTALLATION AND DEMONSTRATION:

The installation and demonstration of the equipment shall be done by the Suppliers at free of cost at the installation site of the respective institutions.

TRAINING:

Suppliers shall impart adequate training to Doctors and Paramedical staff at the site / his / their factory / workshop inside / outside India as the case may be at the Suppliers cost.

PERT CHART:

Failure to stick to the pert chart will attract penal charges like forfeiture of performance security.

INCIDENTAL SERVICES:

The suppliers shall abide by the terms and conditions under incidental services & the installation of Instrument / Equipment at the destination point (Door Delivery) of consignee and demonstration 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 eight (8) years i.e. the warranty + CMC 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 (3 year warranty + 5 year free CMC).

The tenderers shall clearly mention the price of the instruments / equipments inclusive of warranty for a period of 3 (three) years commencing from the date of installation. The tenderers shall submit undertaking for CMC (Comprehensive Maintenance Cost) for a period of 7 (seven) years from 4th year onwards duly signed by authorized signatories for the execution at appropriate time (Annexure-X & XI).

Contd...P/41

SPARE PARTS:

The supplier will provide all the spare parts, repairing & maintenance by its trained personal after the warranty period & CMC taking the usual spare part changes (to be mentioned), which should not be more than the prevailing market price.

COMPREHENSIVE WARRANTY:

This warranty shall remain valid for 3 (three) 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 defects within 10 days, the purchaser may proceed to take such remedial action as may be necessary like forfeiture of EMD or recovery from security deposit the amount of loss (which will be decided by DHS(O)) 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 Manufacture'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 suppliers 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, incase 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:

- a. A packaging note quoting the name of the purchaser
- b. The number and date of order
- c. Nomenclature of the goods
- d. Schedule of parts for each complete equipment giving part number with reference to assembly
- e. Name & address of the consignee
- f. Name & address of the supplier

TERMS OF CONTRACT:

The purchaser will be at liberty to terminate without assigning any reason the contract either wholly or in part. The tenderers will not entitled to any compensation whatsoever in such termination.

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 purchaser 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 purchaser 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 purchaser and the tenderer shall be liable for all losses sustained by the purchaser in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

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

ARBITRATIONS:

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

CHANGE OF TERMS AND CONDITIONS:

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

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

Executed by Purchasers / Consignee

Executed by Suppliers

In Presence of (Witness)

In Presence of (Witness)

ANNEXURE-XI
(Refer Clause No. 10.1 to 10.6, 12.1)

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

Tender ref. No. _____

Name of the equipment :

Date of Installation :

Name of the Consignee :

Name of the purchaser :

I / we / M/s. _____

hereby declare that

- (i) I/we do accept / agree for the warranty / guarantee (3 years warranty followed by 7 years of CMC) as per this tender clause No. 11.
- (ii) I / we will not charge / quoted any extra price on account of the above said warranty / guarantee.
- (iii) I / we do accept / agree to provide uptime guarantee 95% as per this tender clause No. 13.
- (iv) The 3 year comprehensive warranty is valid from dt. _____ to dt. _____ .

Date:

Place:

Signature of the competent authority
On behalf of the company / firm.

Seal of the firm.

N.B.: 1. To be attested by Notary Public.
2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.

Contd...P/45

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

Tender ref. No. _____ Due for opening on _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we _____

here by declare that

- (i) I/we am / are the manufactures / authorized agents / distributors of _____.
- (ii) I/we do accept / agree for the all clauses including the warranty (3 years warranty followed by 7 years of CMC) and payment terms and conditions of this tender.
- (iii) I / we do hereby confirm that the prices / rates quoted are fixed and are at para 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.
- (iv) I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
- (v) I/we have necessary infrastructure for the maintenance of the equipment and will provide all the accessories / spares as and when required.
- (vi) I / we also declared that in case of change of Indian Agent or for any change, merger, dissolution solvency etc. in the organization of our foreign principals, we would take care of the Guarantee / warranty / maintenance of the machinery / equipment and have provided written confirmation for the same.
- (vii) I/we shall provide assistance to the consignee in clearness and delivery of store at consignee's stores / premises.
- (viii) 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.
- (ix) I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
- (x) 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 3 years.

Signature of the witness

Name & Address

Signature of the Tenderer

Name & address

Date:

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.