PEARSON MEMORIAL HOSPITAL VISVA-BHARATI SANTINIKETAN

Tender Notice No: 4

Notice Inviting Tender (NIT) for procurement of Boyle's Apparatus with work station and other OT items

The Chief Medical Officer (CMO), Pearson Memorial Hospital (P.M. Hospital), Visva-Bharati, Santiniketan-731235, West Bengal, intend to purchase the following equipment as per the specification enclosed in **Annexure-A.** Approx quantity is 1 No. each respectively.

Sealed bidding documents (Technical Bid and Price/Financial Bid along with Tender Free of Rs. 500/- and EMD of Rs. 30,000/-) duly filled in as per the instructions of the Tender Document should be addressed to the CMO, P.M. Hospital, Visva-Bharati, Santiniketan-731235, West Bengal and must reach latest by 1.30 P.M. on 18.03.2017.

The sealed bidding documents should be delivered to the CMO, P.M. Hospital, Visva-Bharati, Santiniketan-731235, West Bengal by the stipulated date and time. Tender Documents may be collected P.M. Hospital Office, Visva-Bharati, Santiniketan on payment of Tender Fee of 500/- through Bank Draft/Pay Order in favour of Accounts Officer, Visva-Bharati payable at Santiniketan on any working day between 10.30 am to 1.30 p.m.

The Tender documents can also be downloaded from this office website www.visva-bharati.ac.in Those bidders who wish to download the tender documents from the office website should furnish the tender fee of 500/- through Bank Draft/Pay Order along with the Bidding Documents and EMD.

The Technical Bids shall be open in the P.M. Hospital premises at 11.am. on 20.03.2017 and 21.03.2017, by the Committee authorized by the competent authority of Visva-Bharati in the presence of such bidders who may like to be present. The financial bids of only those bidders who's Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The financial bids of the technically qualified bidders will be opened at 11 a.m. on 20.03.2017 & 21.03.2017.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of Visva-Bharati shall be final and binding.

Chief Medical Officer 6 Pearson Memorial Hospital

Date: - 06.03.2017.

Visva-Bharati

TECHNICAL PROPOSAL SUBMISSION FORM

| Date | | | | | | | | | |
|------|------|--|--|--|--|--|--|--|--|

LETTER OF BID

To The Chief Medical Officer P.M. Hospital Visva-Bharati Santiniketan-731235

Ref: Invitation for Bid No.....dated

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.

We offer to execute the supply order for equipment in conformity with the Bidding Documents.

 Our bid shall be valid for a period of 60 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

 If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.

 We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

 We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept the lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory
Full Name and Designation

To be printed on Bidder's letterhead

Authorised person shall attach a copy of Authorisation for signing on behalf of Bidding firm/company

INSTRUCTIONS TO THE BIDDERS AND GENERAL TERMS & CONDITIONS

- 1.1 For the Bidding/Tender Document Purposes, the CMO, P.M.Hospital, Visva-Bharati be referred to as Purchaser and the Bidder/Successful Bidder shall be referred to as Supplier and/or Bidder or interchangeably.
- 1.2 The sealed bidding documents should be delivered to the CMO, P.M.Hospital, Visva-Bharati, Santiniketan by the stipulated date and time. Tender Documents may be collected CMO, P.M.Hospital, Visva-Bharati, Santiniketan of Visva-Bharati on payment of Tender Fee of 500/- (five hundred only), through Bank Draft/Pay Order in favour of Accounts Officer, Visva-Bharati payable at Santiniketan on any working day.
- 1.3 The tender documents may also be downloaded from this office website www.visva-bharati.ac.in. Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of 500/- through Bank Draft/Pay Order along with the Bidding Documents and EMD of Rs. 30,000/-
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Purchaser. No page should be removed/ detached from this bidding document.
- 1.6 The bidder shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the essential qualification requirements, Technical Bids not accompanied with Tender Fee and EMD of requisite amount, or any other requirements, stipulated in the tender document are liable to the rejected.
- 2.1 You are requested to submit the bid for equipment latest by 18/03/2017 up to 01.30 pm in the form of sealed bid under Two Bid systems-(Technical Bid & Price Bid). Technical Bid should consist of all the technical details along with commercial Terms & conditions, and Price Bid should indicate the price of the item mentioned in technical bid.
- 2.2 Technical Bid & Price Bid must be sealed by the bidder in separate envelope duly super-scribed "Technical bid for (Name of equipment / Tender name)" and "Price bid for (Name of equipment / Tender name)" Both the sealed envelopes are to be put in the bigger envelope which should also be sealed & duly super scribed, "Bid for "(Name of equipment / Tender name)" Bid may be dropped in the tender box in the Medical Stores at P.M. Hospital, Visva-Bharati, Santiniketan, room upto 1.30 p.m. on 18/03/2017. Bids received late will not be considered. All the bids received will be opened on the next day at 11 a.m. Bidders or their authorized representative may be present if they wish to be.

- 2.3 The Chief Medical Officer, Pearson Memorial Hospital, Visva-Bharati, Santiniketan-731235, West Bengal, does not pledge himself to accept the lowest or any tender and reserve the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same/execute the supply at the rate quoted by you.
- 2.4 Acceptance by the purchaser shall be communicated in due course.

2.5 Period for which the offer will remain open:

All tenders should valid for acceptance for a period of 60 days from the date of opening of the tender.

Quotation qualified by such vague and indefinite expression such as "subject to immediate acceptance "Subject to prior sale" etc. will not be considered.

- 3.1 Tender Fee and Earnest Money: The renderer shall have to deposit tender fee and earnest money as mentioned in the NIT failing with the tender is liable to be rejected. The earnest money is to be paid by Demand Draft drawn in favour of Accounts Officer, Visva-Bharati payable at Santiniketan. No cheques will be accepted. In the event of the withdrawal/revocation of tender before the date specified for acceptance, the earnest money shall stand forfeited. The earnest money will however, be returned without interest to the tenderer, whose tender is not accepted.
- 3.2 Performance Security: Successful bidder will have to deposit Performance Security @10% of the total cost of equipment immediately after receipt of the Purchase Order, which will be refunded within one month of expiry of warranty period after satisfactory performance of the Air Conditioner Machines within the warranty period. There will be no accrued interest of such deposit.

The Performance Security shall be in one of the following forms and valid till 60 days after the warranty period.

- A Bank Guarantee by a Nationalized / Scheduled bank located in India or
- A Banker's Cheque or Account Payee demand draft in favour of the Accounts Officer, Visva-Bharati, Santiniketan or C.M.O. H, Visva-Bharati, Santiniketan.
- c. A Fixed Deposit Receipt pledged in favour of Accounts Officer, Visva-Bharati.
- 4.1 Responsibility for executing supply: The supplier is to be entirely responsible for the execution of supply order in all respect in accordance with the terms & conditions as specified in the acceptance of tender.
- 4.2 Supplier shall not sublet, transfer; assign the contract or any part thereof without the written permission of the CMO, P.M. Hospital, Visva-Bharati, Santiniketan. In the event of the contractor/supplier contravening the condition, the CMO, P.M. Hospital, Visva-Bharati, Santiniketan be entitled to place the contract elsewhere on the contractor/supplier account at his risk and contractor/supplier shall be liable for any loss and damage, which the CMO, P.M. Hospital, Visva-Bharati, Santiniketan may sustain in consequence for arising out of such replacing of the contract.
- 4.3 If the supplier fails in fulfilling above mentioned terms & conditions, such failure will constitute a breach of the contract and the CMO, P.M. Hospital, Visva-Bharati, Santiniketan shall be entitled to make other arrangement at the risk and expense of the supplier.

5.0 Essential Qualification Requirements:

The following shall be the minimum eligibility criteria for selection of bidders technically.

- 5.1 Bids from Original Equipment Manufacturer (OEM) or their authorized distributor/dealer are preferred. If the firm is not OEM, it should have sufficient expertise and experience in the subject tender with sound warranty/technical and manpower service support capability (Enclose supporting documents). A valid authorization stating dealership / distributorship certificate from OEM must be enclosed along with the Technical Bid. The authorization should be on the letterhead of the OEM and should be signed by a competent person of the manufacturer.
- 5.2 Submission of duly filled in and signed Compliance Certificate (as per Annexure-D) are must with the Technical Bid.
- 5.3 Credential for dealing with medical equipment for at least three years along with list of clients to whom such equipment were supplied (Government Organisations preferable). The firm must have an **Annual turnover for at least Rs.2 Cr.** during last three consecutive years supported by the Audited Balance Sheet/Audited Statement (2013-14 to 2015-16).
- 5.4 Self attested copy of Registration Certificate of the firm/company and PAN should be submitted. Copies regarding recent tax clearance certificate of VAT, CST, Service Tax, P.Tax, etc. as applicable should also be provided.
- 5.5 Technical Bid should accompany necessary Tender Free and EMD/ as per tender document.
- 6.1 **Right to accept/reject:** The hospital authority reserves the right to reject any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the tenderer.

7.1 Warranty:

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the equipment has been delivered and successfully installed at the final destination.

The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

7.2 Comprehensive Annual Maintenance Contract (CAMC):

The bidders should quote year-wise CAMC (labour and spares) charges for three years after completion of warranty to cover complete system.

7.3 Installation:

The bidder should have installed same model successfully in India, preferably in the government hospital or government medical/ Educational institute. Copy of satisfactory performance certificate of the same model is to be enclosed along-with the bid.

7.4 Firm should give an undertaking that they have not supplied the quoted equipment at lower than to this in other institutions.

7.5 Service:

Details of registered service centre(s) located at Bolpur/Kolkata along with address and their telephone numbers to be provided in the technical bid.

7.6 Spare parts availability:

Principal, Manufacturer should give an undertaking regarding the spare parts availability for next 10 years.

8.1 Price of the equipment:

- a. The prices should be as per description given in the Financial Bid (Annexure-C). The price of CAMC for three years after expiry of warranty/guarantee period should be given in the price bid only.
- b. The tender will not be considered without the offer of CAMC for quoted equipment. Rates of CAMC will be considered for ranking purpose. In case of CAMC, the rates should be quoted inclusive of spares. Only technical bid shall be opened first and shall be referred for the technical evaluation. The price bid of only those bidders whose technical bid is found acceptable by the Technical Evaluation Committee will be opened by the purchase Committee for further action.
- c. Rates quoted should be inclusive of the cost of the equipment, freight, insurance, packaging, forwarding, excise duty/custom duty etc. as well as charges for installation and commissioning with all the men and material required for the same. No other charges in addition will be payable on any account over and above the lump sum price quoted. Price variation clause will not be acceptable.
- d. The rates quoted in ambiguous terms such as "freight on actual and exemption eligibility applicable to the Hospital and shall advise the purchaser and quote accordingly basis" or "packaging/forwarding extra" will render the bid for rejection irrespective of its gradation in respect of lump sum prices quoted. Bidders in their own interest shall ascertain the eligibility of whatsoever concession is available. Visva-Bharati can provide DSIR Certificate, if applicable.

9.1 Delivery terms:

- a. The delivery of the stores / execution of order etc are required within a period of four weeks from the date of issue of purchase order.
- The tenderer shall deliver the stores / execute the order at the P.M. Hospital, Visva-Bharati, Santiniketan.
- c. Time for and date of delivery: The time for and the date of delivery of the stores / date of execution of work as stipulated shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.
- d. The CMO, P.M. Hospital, Visva-Bharati, Santiniketan may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots, etc.

10. Payment terms:

100% payment within 30 days from the date of delivery, installation and acceptance subject to submission of Performance Security.

11. Arbitration:

In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to the Arbitrator appointed by the competent authority of Visva-Bharati. The procedure of Arbitration will be governed by provisions Arbitration Act 1996.

12. Governing language:

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

13. Applicable law:

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as indicated below.

14. Jurisdiction:

The place of jurisdiction is Bolpur / Suri Court and the Calcutta High Court.

Chief Medical Officer Pearson Memorial Hospital Visva-Bharati

Special Terms and Conditions

- Only Manufacturers or their Authorized Distributor/Dealer whose item is being quoted will be considered.
- Only appropriate model as per specifications should be quoted. Alternate offer(s), if any, must accompany with the additional requisite EMD, failing which only first offer will be considered for evaluation.
- The firm should provide the complete address along with telephone no., e-mail and fax no. of the Service Centre from where after sales service would be provided.
- The equipment must be warranted for a minimum period of 12 months from the date of satisfactory Installation or 14 months from the date of delivery.
- A certificate about satisfactory performance and quality of after sale services of the equipment duly authenticated by the HOD of the institution must be furnished. Installation or users list will not be considered as performance certificate.
- While calculating the lowest price of equipment, the unit cost of equipment with taxes and 3
 years CAMC will be considered. However, work order for CAMC will be issued separately in
 due course.
- Delivery period will be four weeks from the date of supply order. The date of delivery will be the date of delivery at consignee site i.e. P.M. Hospital, Visva-Bharati, Santiniketan.
- 8. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall inform the consignee in writing about the same and it's likely duration and makes a request to the consignee for extension of the delivery schedule accordingly with no increase in price at any account. The consignee, at its discretion, may agree to extend the delivery schedule with or without late delivery charges. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the consignee.
- 9. If the supplier fails to deliver the goods within the time frame, the consignee shall, without prejudice, deduct from the contract price, a sum equivalent to 0.5% per week of delay or part thereof, subject to a maximum of 10% of the awarded value. Once the maximum is reached, the EMD may be forfeited.
- 10. The tenderer must enclose an undertaking by the manufacturer of the equipment for servicing the equipment & supply of spare parts whenever required at least for 10 years, or as mentioned in the specifications, after completion of warranty.
- 11. The firm must ensure to keep the equipment in working order throughout the year.
- 12. In the event of equipment, covered under CAMC, going out of order, the fault shall have to be attended within 48 hours of lodging the complaint. In case the equipment is not restored in functional order within a week, a penalty of 0.5% of total cost of CAMC of the equipment per day for the period of equipment remaining out of order will be levied during CAMC.
- 13. During the warranty period, in the event of equipment remaining out of order beyond a period of 48 hours of lodging the complaint, a penalty to extent of 0.25% of purchase value of the equipment shall be levied for each day of the equipment remaining non functional beyond permissible limit.

- 14. Either the authorized distributor/dealer on behalf of the Principal/OEM or Principal/ OEM itself can bid, but both cannot bid simultaneously for the same item in the same tender.
- 15. If an agent submits bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item.
- Compliance certificate to any standard, if any, as mentioned in the specification must also be enclosed with the technical bid.
- 17. The CMO, P.M. Hospital, Visva-Bharati, Santiniketan reserves the right to decrease/increase the quantity of any item or reject/accept any or all tenders without assigning any reason thereof. No correspondence will be entertained in this regard.

Chief Medical Officer Pearson Memorial Hospital Visva-Bharati

Tender Notice No:

Name of the equipment with specifications

Annexure-B

Tender Notice No:

Tender for procurement of

Technical Bid

| | | i cennicai Did | |
|-------|----|--|----------------|
| 1. | | Name of firm and type of firm | |
| 2. a. | | Full postal address | |
| 1 | b. | Cell phone No. | |
| | c. | Telephone No. | |
| | d. | Fax No. | |
| | e. | Email ID | |
| 3. | | Name and address of your Bankers stating the | Name of Bank |
| | | name in which the account stands. | Name of Branch |
| | | | A/C No. & Type |
| | | | IFSC code no. |
| | | | MICR Number |
| 4. | | Are you in the list of approved vendors of any other government organisations/institutions, if any give details? | , |
| 5. | | Any other information which you consider necessary to furnish | |

List of documents to be submitted mandatorily.

| Sl. No. | Document | Submitted (Yes/No) |
|------------|--|-----------------------|
| 1. | Authority letter from the competent authority with respect to name, designation and specimen signature of the representative signing the tender document/authority letter. | |
| 2. | Copy of self attested Registration certificate, PAN, VAT Registration etc. | |
| 3. | Undertaking indicating that they have not supplied the said equipment to any individual, Govt. or Private Institution at the rate lower than the quoted rate. | |
| 4. | Authorization certificate from Principal / Manufacturer that spares and any other miscellaneous items (as applicable) equipment quoted will be freely available for at least ten (10) years after expiry of warranty/guarantee period. | |
| 5. | Undertaking from the manufacturer certifying that they will provide the CAMC even when agent is changed. | |
| 6. | A certificate about satisfactory performance report of the equipment & quality of after sales service duly authenticated from existing users of the equipment. | |
| 7. | Compliance certificate to any standard if any, as mentioned in the specification. | |
| 8. | Technical comparative statement of quoted model with the specifications mentioned in the Annexure-A . | |

| 9. | Catalogue of quoted equipment with basic features/specifications. | | | | |
|-----|---|--|--|--|--|
| 10. | Self-attested copy of other documents in proof of having fully adhered to minimum eligibility criteria as referred to under General Terms and Conditions. | | | | |

Note: All documents may be enclosed serially as mentioned above.

Place: Santiniketan

Date:

CMOH, P.M. Hopistal, Visva-Bharati, Santiniketan

Annexure-C

Tender Notice No.

Price schedule for supply of

Financial Bid

| S.No. | Particulars of quoted equipme | nt Rates per unit | Quantity | Total Amount |
|-------|---|----------------------|----------|--------------|
| 1. | Name of equipment | | | |
| | Model of quoted equipment | | | - |
| | Make of quoted equipment | | | |
| 2. | Taxes/duties as or if applicable @ | | | |
| 3. | CAMC for 3 years after expiry of warranty | | | |

| Total amount (in words) | |
|-------------------------|--|
| | |

Visva-Bharati can provide DSIR Certificate, if applicable.

Place:Santiniketan Date: - CMOH, P.M. Hopistal, Visva-Bharati, Santiniketan

Compliance certificate (Check List) (To be enclosed in the Technical Bid)

The firm is requested to follow the check list at the time of submission of tender document without which the offer is liable to be cancelled.

| S.N. | Document | Submitted (Yes/No) |
|------|---|-----------------------|
| 1. | Tender Fee and Earnest money deposit by demand draft only. | |
| 2. | Copy of Registration certificate of the firm/company, self attested PAN, VAT Registration etc. | |
| 3. | Undertaking indicating that they have not supplied the said equipment to any individual, Government or Private Institution at the rate lower than the quoted rate. | |
| 4. | Authorization certificate from Principal / Manufacturer that spares and any other miscellaneous items (as applicable) of the equipment quoted will be freely available for at least ten (10) years after expiry of warranty/guarantee period. | |
| 5. | Undertaking from the manufacturer certifying that they will provide the CAMC even when agent is changed. | |
| 6. | A certificate about satisfactory performance report of the equipment & quality of after sales service duly authenticated from existing users of the Air Conditioner Machines. | |
| 7. | Compliance certificate to any standard as mentioned in the specification, if any. | |
| 8. | Technical comparative statement of quoted model with the specifications mentioned in the Annexure-A . | |
| 9. | Catalogue of quoted equipment with basic features/specifications. | |
| 10. | Warranty period mentioned. | |
| 11. | Submission of other documents in proof of having fully adhered to minimum eligibility criteria as referred to under General Terms and Conditions. | |

Place: Santiniketan

Date:

CMOH, P.M. Hopistal, Visva-Bharati, Santiniketan

5.0 Essential Qualification Requirements:

The following shall be the minimum eligibility criteria for selection of bidders technically.

- 5.1 Bids from Original Equipment Manufacturer (OEM) or their authorized distributor/dealer are preferred. If the firm is not OEM, it should have sufficient expertise and experience in the subject tender with sound warranty/technical and manpower service support capability (Enclose supporting documents). A valid authorization stating dealership / distributorship certificate from OEM must be enclosed along with the Technical Bid. The authorization should be on the letterhead of the OEM and should be signed by a competent person of the manufacturer.
- 5.2 Submission of duly filled in and signed Compliance Certificate (as per Annexure-D) are must with the Technical Bid.
- 5.3 Credential for dealing with medical equipment for at least three years along with list of clients to whom such equipment were supplied (Government Organisations preferable). The firm must have an **Annual turnover for at least Rs.2 Cr.** during last three consecutive years supported by the Audited Balance Sheet/Audited Statement (2013-14 to 2015-16).
- 5.4 Self attested copy of Registration Certificate of the firm/company and PAN should be submitted. Copies regarding recent tax clearance certificate of VAT, CST, Service Tax, P.Tax, etc. as applicable should also be provided.
- 5.5 Technical Bid should accompany necessary Tender Free and EMD/ as per tender document.
- 6.1 Right to accept/reject: The hospital authority reserves the right to reject any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the tenderer.

7.1 Warranty:

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the equipment has been delivered and successfully installed at the final destination.

The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

7.2 Comprehensive Annual Maintenance Contract (CAMC):

The bidders should quote year-wise CAMC (labour and spares) charges for three years after completion of warranty to cover complete system.

7.3 Installation:

The bidder should have installed same model successfully in India, preferably in the government hospital or government medical/ Educational institute. Copy of satisfactory performance certificate of the same model is to be enclosed along-with the bid.

7.4 Firm should give an undertaking that they have not supplied the quoted equipment at lower than to this in other institutions.

7.5 Service:

Details of registered service centre(s) located at Bolpur/Kolkata along with address and their telephone numbers to be provided in the technical bid.

7.6 Spare parts availability:

Principal, Manufacturer should give an undertaking regarding the spare parts availability for next 10 years.

8.1 Price of the equipment:

- a. The prices should be as per description given in the Financial Bid (Annexure-C). The price of CAMC for three years after expiry of warranty/guarantee period should be given in the price bid only.
- b. The tender will not be considered without the offer of CAMC for quoted equipment. Rates of CAMC will be considered for ranking purpose. In case of CAMC, the rates should be quoted inclusive of spares. Only technical bid shall be opened first and shall be referred for the technical evaluation. The price bid of only those bidders whose technical bid is found acceptable by the Technical Evaluation Committee will be opened by the purchase Committee for further action.
- c. Rates quoted should be inclusive of the cost of the equipment, freight, insurance, packaging, forwarding, excise duty/custom duty etc. as well as charges for installation and commissioning with all the men and material required for the same. No other charges in addition will be payable on any account over and above the lump sum price quoted. Price variation clause will not be acceptable.
- d. The rates quoted in ambiguous terms such as "freight on actual and exemption eligibility applicable to the Hospital and shall advise the purchaser and quote accordingly basis" or "packaging/forwarding extra" will render the bid for rejection irrespective of its gradation in respect of lump sum prices quoted. Bidders in their own interest shall ascertain the eligibility of whatsoever concession is available. Visva-Bharati can provide DSIR Certificate, if applicable.

9.1 Delivery terms:

- a. The delivery of the stores / execution of order etc are required within a period of four weeks from the date of issue of purchase order.
- The tenderer shall deliver the stores / execute the order at the P.M. Hospital, Visva-Bharati, Santiniketan.
- c. Time for and date of delivery: The time for and the date of delivery of the stores / date of execution of work as stipulated shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.
- d. The CMO, P.M. Hospital, Visva-Bharati, Santiniketan may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots, etc.

10. Payment terms:

100% payment within 30 days from the date of delivery, installation and acceptance subject to submission of Performance Security.

11. Arbitration:

In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to the Arbitrator appointed by the competent authority of Visva-Bharati. The procedure of Arbitration will be governed by provisions Arbitration Act 1996.

12. Governing language:

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

13. Applicable law:

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as indicated below.

14. Jurisdiction:

The place of jurisdiction is Bolpur / Suri Court and the Calcutta High Court.

Chief Medical Officer Pearson Memorial Hospital Visva-Bharati

Special Terms and Conditions

- Only Manufacturers or their Authorized Distributor/Dealer whose item is being quoted will be considered.
- Only appropriate model as per specifications should be quoted. Alternate offer(s), if any, must accompany with the additional requisite EMD, failing which only first offer will be considered for evaluation.
- The firm should provide the complete address along with telephone no., e-mail and fax no. of the Service Centre from where after sales service would be provided.
- The equipment must be warranted for a minimum period of 12 months from the date of satisfactory Installation or 14 months from the date of delivery.
- A certificate about satisfactory performance and quality of after sale services of the equipment duly authenticated by the HOD of the institution must be furnished. Installation or users list will not be considered as performance certificate.
- While calculating the lowest price of equipment, the unit cost of equipment with taxes and 3
 years CAMC will be considered. However, work order for CAMC will be issued separately in
 due course.
- Delivery period will be four weeks from the date of supply order. The date of delivery will be the
 date of delivery at consignee site i.e. P.M. Hospital, Visva-Bharati, Santiniketan.
- 8. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall inform the consignee in writing about the same and it's likely duration and makes a request to the consignee for extension of the delivery schedule accordingly with no increase in price at any account. The consignee, at its discretion, may agree to extend the delivery schedule with or without late delivery charges. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the consignee.
- 9. If the supplier fails to deliver the goods within the time frame, the consignee shall, without prejudice, deduct from the contract price, a sum equivalent to 0.5% per week of delay or part thereof, subject to a maximum of 10% of the awarded value. Once the maximum is reached, the EMD may be forfeited.
- 10. The tenderer must enclose an undertaking by the manufacturer of the equipment for servicing the equipment & supply of spare parts whenever required at least for 10 years, or as mentioned in the specifications, after completion of warranty.
- 11. The firm must ensure to keep the equipment in working order throughout the year.
- 12. In the event of equipment, covered under CAMC, going out of order, the fault shall have to be attended within 48 hours of lodging the complaint. In case the equipment is not restored in functional order within a week, a penalty of 0.5% of total cost of CAMC of the equipment per day for the period of equipment remaining out of order will be levied during CAMC.
- 13. During the warranty period, in the event of equipment remaining out of order beyond a period of 48 hours of lodging the complaint, a penalty to extent of 0.25% of purchase value of the equipment shall be levied for each day of the equipment remaining non functional beyond permissible limit.

- 14. Either the authorized distributor/dealer on behalf of the Principal/OEM or Principal/ OEM itself can bid, but both cannot bid simultaneously for the same item in the same tender.
- 15. If an agent submits bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item.
- Compliance certificate to any standard, if any, as mentioned in the specification must also be enclosed with the technical bid.
- 17. The CMO, P.M. Hospital, Visva-Bharati, Santiniketan reserves the right to decrease/increase the quantity of any item or reject/accept any or all tenders without assigning any reason thereof. No correspondence will be entertained in this regard.

Chief Medical Officer Pearson Memorial Hospital Visva-Bharati

Tender Notice No:

Name of the equipment with specifications

Annexure-B

Tender Notice No:

Tender for procurement of

Technical Bid

| | | 1 echnical Bid | |
|----|----|--|----------------|
| 1. | | Name of firm and type of firm | |
| 2. | a. | Full postal address | |
| | b. | Cell phone No. | |
| | c. | Telephone No. | |
| | d. | Fax No. | |
| | e. | Email ID | |
| 3. | | Name and address of your Bankers stating the | Name of Bank |
| | | name in which the account stands. | Name of Branch |
| | | | A/C No. & Type |
| | | | IFSC code no. |
| | | | MICR Number |
| 4. | | Are you in the list of approved vendors of any other government organisations/institutions, if any give details? | , |
| 5. | | Any other information which you consider necessary to furnish | |

List of documents to be submitted mandatorily.

| Sl. No. | Document | Submitted (Yes/No) |
|------------|--|-----------------------|
| 1. | Authority letter from the competent authority with respect to name, designation and specimen signature of the representative signing the tender document/authority letter. | |
| 2. | Copy of self attested Registration certificate, PAN, VAT Registration etc. | |
| 3. | Undertaking indicating that they have not supplied the said equipment to any individual, Govt. or Private Institution at the rate lower than the quoted rate. | |
| 4. | Authorization certificate from Principal / Manufacturer that spares and any other miscellaneous items (as applicable) equipment quoted will be freely available for at least ten (10) years after expiry of warranty/guarantee period. | |
| 5. | Undertaking from the manufacturer certifying that they will provide the CAMC even when agent is changed. | |
| 6. | A certificate about satisfactory performance report of the equipment & quality of after sales service duly authenticated from existing users of the equipment. | |
| 7. | Compliance certificate to any standard if any, as mentioned in the specification. | |
| 8. | Technical comparative statement of quoted model with the specifications mentioned in the Annexure-A . | |

| 9. | Catalogue of quoted equipment with basic features/specifications. | | | | |
|-----|---|--|--|--|--|
| 10. | Self-attested copy of other documents in proof of having fully adhered to minimum eligibility criteria as referred to under General Terms and Conditions. | | | | |

Note: All documents may be enclosed serially as mentioned above.

Place: Santiniketan

Date:

CMOH, P.M. Hopistal, Visva-Bharati, Santiniketan

Annexure-C

Tender Notice No.

Price schedule for supply of

Financial Bid

| S.No. | Particulars of quoted equipme | nt Rates per unit | Quantity | Total Amount |
|-------|---|-------------------|----------|--------------|
| 1. | Name of equipment | | | |
| | Model of quoted equipment | | | - |
| | Make of quoted equipment | | | |
| 2. | Taxes/duties as or if applicable @ | | | |
| 3. | CAMC for 3 years after expiry of warranty | | | |

| Total amount (in words) | |
|-------------------------|--|
| | |

Visva-Bharati can provide DSIR Certificate, if applicable.

Place:Santiniketan

Date: -

CMOH, P.M. Hopistal, Visva-Bharati, Santiniketan

Compliance certificate (Check List) (To be enclosed in the Technical Bid)

The firm is requested to follow the check list at the time of submission of tender document without which the offer is liable to be cancelled.

| S.N. | Document | Submitted (Yes/No) | | | |
|------|---|-----------------------|--|--|--|
| 1. | Tender Fee and Earnest money deposit by demand draft only. | | | | |
| 2. | Copy of Registration certificate of the firm/company, self attested PAN, VAT Registration etc. | | | | |
| 3. | Undertaking indicating that they have not supplied the said equipment to any individual, Government or Private Institution at the rate lower than the quoted rate. | | | | |
| 4. | Authorization certificate from Principal / Manufacturer that spares and any other miscellaneous items (as applicable) of the equipment quoted will be freely available for at least ten (10) years after expiry of warranty/guarantee period. | | | | |
| 5. | Undertaking from the manufacturer certifying that they will provide the CAMC even when agent is changed. | | | | |
| 6. | A certificate about satisfactory performance report of the equipment & quality of after sales service duly authenticated from existing users of the Air Conditioner Machines. | | | | |
| 7. | Compliance certificate to any standard as mentioned in the specification, if any. | | | | |
| 8. | Technical comparative statement of quoted model with the specifications mentioned in the Annexure-A . | | | | |
| 9. | Catalogue of quoted equipment with basic features/specifications. | | | | |
| 10. | Warranty period mentioned. | | | | |
| 11. | Submission of other documents in proof of having fully adhered to minimum eligibility criteria as referred to under General Terms and Conditions. | | | | |

Place: Santiniketan

Date:

CMOH, P.M. Hopistal, Visva-Bharati, Santiniketan

(1)Technical Specification for Anaesthesia Work Station

General Requirement: A trolley based design with castor wheels for easy mobility that allows delivery of anesthetic gases, a mechanical ventilator and a monitoring platform integrated into a single unit.

Specification for Anesthesia Delivery System: - 1.

- 1. The Anesthesia machine, Ventilator, Vaporizer and monitor should be from single manufacturer.
- 2. Should have cylinder yoke one each from oxygen and nitrous oxide and pipeline inlet for O2, NO2 and Air.
- High Pressure Tubing for Oxygen, Nitrous Oxide and Air with Pipeline connectors (One Each) should be supplied with Work Station.
- There should be pressure indicating gauges for each gas for both cylinders as well as pipeline supply in accordance to ISO requirements.

5. Gas Flow Management:

- a) System On/Off switches which should activate both gas delivery of the machine and ventilator.
- b) There should be dual cascade flow meters for O2 and NO2.
- c) There should be hypoxic guard mechanism to ensure minimum concentration of atleast 25% of oxygen, across all Oxygen-Nitrous oxide mixtures and oxygen Failure audio- Visual warning device along with Nitrous Oxide cut-Off confirming to ISO Requirement.
- d) Machine should be able to deliver flows upto atleast 12 liters per minute for oxygen, Nitrous Oxide and air individually.
- e) Emergency Oxygen flush that can deliver flows between 35 to 75 L/min. It should be protected from accidental activation as per ISO requirements. Activation should be on, so long it is pressed.
- f) Activation of emergency Oxygen flush should not interfere with set flow as well as anesthetic agent output from the vaporizers.

6. Vaporizers:

- Vaporizer should be mounted to a "selectec" manifold of atleast two vaporizers, which allows easy exchange between agents.
- b) Vaporizer must be isolated from the gas flow in the off position and prevent the simultaneous activation of more than one vaporizer.
- c) With each work station temperature, Pressure and flow compensated anesthetic agent specific vaporizers each for Isoflurane and Halothane should be provided. 2 There should be compatibility for Desflurone vaporizer. Vaporizers should be quick loading/Unloading type with standard anesthetic delivery range.

7. Breathing System:

- a) Closed circles system with carbon Dioxide absorbent canisters should be mounted on the machine. There should be facility to bypass closed system for changing soda lime while the machine is in use. Breathing system should be natural latex free and autoclavable.
- b) There will be visual confirmation of the circles absorber being bypassed.
- c) There should be quick change over from open circuit to close circuit and from manual mode to ventilator mode without interchanging connection.
- d) There should be common auxiliary gas outlet for using other type of breathing systems with this machine.
- e) An auxiliary O2 outlet with flow meter for providing supplemental O2 during regional anesthesia.

- 8. Anesthesia work station should have work surface.
- The anesthesia Work station should have integrated negative pressure suction sources with negative pressure adjustment and on-off switch.

II. Specification for Anesthesia Ventilator:

- a) The ventilator should be compatible from infant to adult & should offer CMV (Continuous Mandatory Ventilation), PCV (Pressure Control Ventilation), SIMV (Synchronous intermittent mandatory Ventilation) and PSV (Pressure support Ventilation).
- b) Ventilator bellows should be integrally mounted to the breathing system and ascending type and Bellow assembly should be autoclavable.
- c) Ventilator should allow manual ventilation.
- d) Anesthesia machine in mechanical ventilation mode should automatically compensate for compression losses within the absorber and bellows assembly breath by breath with flow measurement from integrated inspiratory & expiratory flow sensors.
- Self as well as manual diagnostic facility to check the overall system including ventilator for leakage without connecting to the patient and bellows assembly breath by breath with flow measurement from integrated inspiratory and expiratory flow sensors.
- f) Self as well as manual diagnostic facility to check the overall system including ventilator for leakage without connecting to the patient.
- g) Anesthesia Ventilator should have the following adjustable parameter (The range mentioned below in adjustable parameters minimal required).
 - Tidal Volume range 50ml to 1500ml.
 - 2. Respiratory rate range 10 to 50 breath per minute.
 - 3. I: E ratio 1:1 to 1:4.
 - 4. PEEP range 0-30 cm of water.
 - 5. Inspired airway pressure range 5 to 60 cm of water with Pmax 15-60cm of water.
 - Should be able to deliver inspiratory flows upto 120 liters per minute in pressure control modes.
- h) Anesthesia Ventilator should have audio visual alarms for power failure, breathing system disconnection and high inspiratory airway pressure, Alarm volume should adjustable.
 - i) Manual ventilation bag to ventilator switch should be bi-stable type should automatically begin mechanical ventilation in the venti-postion.
- j) Integrated adjustable pressure limited valve range (1.5 to 70 cm of water should be automatically bypassed when manual ventilation to ventilator switch is turned to ventilator mode.

III. Specifications for Anesthesia Monitor:

- 1. The Anesthesia workstation should have integrated modular monitoring system to monitor ventilation, Anesthesia gas and patient parameters that should have atleast 19" inch color CRT Display having ergonomic mounting arrangement on the Anesthesia Workstation.
- It should have atleast 12 channels ability to display atleast eight waves from simultaneously. It should have multi- Parameter space saving design of modules for measurement ECG, NIBP, Temperature, Spo2, ETCO2 as following:
- a) Five lead ECG with electro-cautery filter, Multi-Lead, ST Segment analysis and arrhythmia detection facility.
- b) Respiratory rate measurement by impedance method.
- c) Spo2 measurement with plethysmograph and saturation dependent audio tone.
- NIBP Measurement with cuff inflation-deflation cycle time not more than 30 seconds.
- e) User selectable heart rate display from ECG/Pulse Oximeter.

- f) Twin temperature measurement.
- g) It should be have provision for automatic identification and measurement of anesthetic agents (Halothane, Isoflurane, Sevoflurane), O2 and NO2. Facility to measure MAC value.
- h) Adequacy of gas flow indicator/ end-tidal O2/NO2 for safe conductor low flow.
- Side Arm Support cables going to patient from the Anesthesia work station.
- Split screen facility and atleast 24 hrs of graphical and numerical trending.
- Adjustable audio visual and graded alarming system.
- Should have provision for anesthesia record and laser print out facility.

Alarm Functions:-

The workstation will offer alarm interfaces either singly or in combination with the integrated monitoring system

- Breathing system pressure which will be continuously displayed with an alarm for both high (maximum typically not more than 30 cm water above the set PEEP) and less than 10 cm water for > 1 second or an overpressure limit (adjustable limits for this overpressure limit should be furnished)
- Oxygen concentration in inspired gas mixture.
- Exhaled tidal volume, exhaled carbon dioxide or both automatically enabled when the workstation is
 in use.
- 4. Oxygen supply failure
- 5. Agent concentration

IV. Essential Accessories:

- Each Anesthesia Work Station should be supplied with complete accessories and to make its all functional operational:
 - Magill Breathing System- 2
 - Patient Circuit (Circle System)- Adult 4 sets
 - Silicon

 & Autoclavable Pediatric set- 4 sets
 - Reservoir Bags (Adult 2 litre ◆ & 5 for each Pediatric 1 liter repectively)
 - Bain Breathing Systems- 4nos
 - Pediatric Circuit (Jackson Rees) 4 nos
 - Face Mask 0-5 4 set
 - Face mask 0-000 paed 2 set
 - Five lead ECG Cables 4 sets
 - 2. Spo2 cable & sensor (Adult & Pediatric) 5 nos
 - 3. Skin Temperature probe 5nos
 - 4. Nasopharyngeal (Adult & Pediatric) 5 nos
 - ETCO2 sample lines 20 nos
 - 6. NIBP Cuff with Tubing
 - Adult 5 nos
 - Pediatric 5 nos
 - Infant 2 nose
 - 7. Airways pressure and flow measurement lines 10 nos 5
 - 8. Ventilator Bellows (adult and pediatric) 2 for each
 - 9. Ventilator Filters/Flow sensor 10 nos

v. Miscellaneous:

- Machine should meet USFDA standard.
- 2. The Anesthesia Workstation electricity functioning should be with 220-250 V AC
- It should have atleast 1 hour inbuilt battery backup (to support ventilator and Monitor) of main electricity failure.

- 4. There should be only one power input source with power cable atleast 3 meters long power connection.
- 5. The equipment is to be supplied with 24 months warranty and CMC of 5 years after warranty. Warranty and CMC should include each and every part of the equipment, spares and all accessories. Downtime should not be more than 48 hrs including Sunday and holidays due to any cause what so ever like non-function/Malfunction of main equipment or its spare and accessories, beyond which o.1% of the basic cost of the workstation will be imposed as penalty per day beyond this period of 48
- 6. International Safety standard: The unit should have all necessary certificates.
- Price of the accessories/Consumables should be fixed for 7 years.
- 8. During warranty/CMC period maintenance will include biannual calibration of all gas sensors of machine beyond routine services.
- 9. During this period manufacture will provide the institute- Free of cost malfunctional/nonfunctional accessories (BP Cuff, Pulse oximeter probes, cables)

Note: It is certified that these Specifications are not tailor made.

2. HIGH VACUUMN SUCTION UNIT

- 700 mm Hg± 10 regulable, flutter fee vacuum control knob
- 40 Lts/min 50 dB A ± 3 Almost whispers
- Bourden type 10 cm dia 0-760 mm Hg calibration
- Wide mouthed 2 x 2 Its self scaling bungs with overflow safety device
- Dimensions: 50 x 38 x 70 cm. Spot welded, Oven baked cabinet : 40 Kg
- 230V, 50hz 4 ± 0.5 Amps

3. OPEN CARE WARMER WITH PHOTOTHERAPY & RESUCITATION

- A Micro-processor controlled infant warming system with Resuscitation and Halogen Phototherapy.
- Four modes of patio: Pre-warm, Manual, Skin and Air.
- Provides optimal resuscitation with safe and controlled Peak inspiratory pressure (PIP) and a consistent and a consistent and precise PEEP.
- Built-in Halogen Phototherapy with time cut off.
- Feather Touch operation with large digital display and comprehensive alarms.
- Dual Thermistor Temperature Probes for Air and Skin Probes.
- Smooth bed till can be adjusted between 30° Down / Up.
- The Warmer Module easily pivots 90 degrees in either direction to facilitate other procedures such as X-rays without disturbing the baby.
- Built-in Infant Weighing Scale (Optional)
- Motorized working Height Adjustment (Optional)
- Trend Facility, Apgar Time, Phototherapy Timer and Real Time.
- Memory Backup, Rigid IV Pole, Monitor Stand
- 5" Anti Static Castors

4. Autoclave : (Vertical)

Type of Product Chamber size Dia Depth Load

Working Temperature

Material Display Type Features

Vertical Autoclave 25 x 45 cm

10 Inch 18 Inch 2 Kw

121 °C to 125 °C

Digital Tem Indicator **Fully Automated**

High Pressure Vertical Steam Sterilizer

Chamber, Jacket, Outer Cover and lid made of SS with gunnmental ring, Double safety valves: One spring loaded and 2 lead weights for additional safety. Complete with pressure Gauge, steam lease valve, water inlet, Water level Gauge glass, water outlet valve.

Surgical Diathermy

TECHINICAL DATA

- 2 Bipolar Modes, Max Power 60W
- 3 Cut Modes, Max Power 250W
- 3 Coag Modes, Max Power 100W
- 6 SENSE Technology ESU
- PREM Patient Return Electrode Monitoring
- Randomized SPRAY Coag
- Bipolar cut: in Macro Bip
- BiCoag Alarm (Optional)
- User Programmable : THREE Surgical Programs
- Self Diagnosis
- Argon Beam Coagulator up-gradable

APPLICATIONS:

Gynecology * Urology (TURP) * Laparoscopic Surgeries * Endoscopy (ERCP)

7. Syringe Pump

Specifications for Syringe Infusion Pumps

- 1. Programmable flow rate from 0.1 ml/ hr TO 1200 ml/ hr to 1200 ml/hr in 0.1 ml increment.
- 2. Accuracy 1-3 %
- 3. Facility for 'Keep Vein Patent' by slow administration of fluid
- Selectable occlusion pressure trigger levels
- 5. Standard alarms e.g. mains failure, occlusion, syringe empty, syringe not in proper position, line disconnection, air bubble, end of infusion, low battery etc.
- 6. Backlit clear display of information's
- 7. Should run on 220 V AC mains without any external adapter / transformer etc.
- 8. Internal battery backup for at least 3 hrs, preferable with display of battery charge level
- Should be compatible with variety of syringes available in Indian market, 10 10, 20 and 50/60
- 10. Automatic detection of syringe size
- 11. Clearly structured keypad for fast and intuitive operation
- 12. Facility for display of drug name with concentration with automatic calculation of drug amount given
- 13. Should be mountable on standard iv stands
- 14. Warranty: 24 months from the date of installation

- 15. CAME for 5 yrs after the period of warranty
- 16. The unit should comply with all regulatory agencies such as CE/ US FDA/ BIS etc.
- 17. The firm will have to demonstrate the equipment at the institution before opening the price bid, at their own cost.