

DR.RADHAKRISHNAN GOVERNMENT MEDICAL COLLEGE, HAMIRPUR (HP).

TENDER DOCUMENT

M/S	Receipt No	
	Date:	

FOR SUPPLY OF MACHINERY & EQUIPMENTS, FOR DR. RAHDHKRISHNAN GOVT. MEDICAL COLLEGE HAMIRPUR H.P.

DUE ON 24TH APRIL, 2018

LAST DATE FOR RECEIPT OF BID

UPTO 1 PM ON 23RD APRIL, 2018.

BID OPENING ON 24TH APRIL, 2018 AT 2:00 PM

Principal, Dr.RKGMC, Hamirpur-HP

TEL No. 01972-222999

COST OF TENDER DOCUMENT

AT COUNTER RS. 1000/-

BY POST RS. 1050/-

DR.RADHAKRISHNAN GOVERNMENT MEDICAL COLLEGE, HAMIRPUR (HP).

No.HFW-HMR-RKGMC(Store))Tender/2017-18/- 1658

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Dated, 21 March, 2018

TENDER NOTICE

Properly sealed tenders are invited for Machinery & Equipments for Dr.Radhakrishnan Govt. Medical College Hamirpur HP, so as to reach in this office on or before 24th April, 2018 up-to 1-00PM, thereafter no tender shall be entertained. The offer will be opened on same day at 2-00PM in the presence of the prospective tenderers who may wish to remain present.

Tender document containing specifications and other terms & conditions can be purchased from the office of the undersigned on any working day between 10AM to 5PM upto 23rd April, 2018 at the cost of Rs.1000/-only which is non-refundable. The tender document can also be downloaded from the official website of college http://www.rgmchamirpur.org/. The tenders sent by post or courier will be entertained only, if these are actually received by the specific date & time.

The tender must be accompanied with an earnest amount of Rs.25,000/-(Rupees twenty five thousand only) in the shape of Bank Draft/Banker Cheque in the name of Principal, Dr. RKGMC, HAMIRPUR H.P. Tender without earnest money or short or not in form specified above will be rejected straightway.

In case any date mentioned above happens to be a holiday next day will be considered as due date.

Principal, Dr.RKGMC, Hamirpur-HP

No. As above/HMR/2017-18/- 1658-60 Dated, Hamirpur the Copy forwarded for information and necessary action to:

- 'REGISTERED'

 1. The Director, Information & Public Relation Department Himachal Pradesh, Shimla- for wide publicity in the leading Hindi & English NEWS Papers before 25th March, 2018. It is requested that a copy of publication may please be supplied to this office. The bill for publication in the newspapers may please be sent to this office for further action.
- 2. The Director Medical Education & Research, HP Shimla-171009.
- 3. Notice Boards Principal Office, Dr.RKGMC, Hamirpur and scanned copy to be uploaded in the college website.

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Principal, Dr.RKGMC, Hamirpur-HP

1. Instructions to Bidders

- 1.1 Bids are invited, for and on behalf of **Principal**, **Dr.RKGMC**, **HAMIRPUR**, **H.P**. from established, reputed and experienced manufacturers or their authorized dealers/representatives for the various Machinery & Equipments/Material as per Technical Specifications as at **Annexure-A**, for **Dr.RKGMC**, **HAMIRPUR**, **H.P**
- 1.2 Bidders are requested to study the tender document and terms & conditions carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 The scope of work shall include Supply, Installation, Commissioning, & Satisfactory Demonstration. This will also include testing, packing, transportation, scheduling of transportation, transit insurance, delivery at sites, unloading, storage, job site storage, insurance, installation and any other services associated with the delivery of the equipment and materials providing warranty of services and operation and maintenance of other related equipment / items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.
- 1.4 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the System. No request for the change of price, or time, schedule of delivery of stores shall be entertained after the purchase on account of any local condition or factor.
- 1.5 The bidders may have a survey including a site visit before furnishing the quotations. They have to apply for permission in this regard to the **Principal**, **Dr.RKGMC**, **HAMIRPUR**, **H.P.** Will give such permission in writing, but the expenses, in connection with the visit and surveys etc., shall be borne by the bidders themselves.
- 1.6 The bidders will not form a part of the cartel and put in supporting quotations for some other company. This will debar the company for participating in other tenders floated or to be floated in by the purchaser. The authorities can compare the prices of other Bidders L2, L3 etc. also with the prices quoted in other tenders for same products and in case of discrepancy suitable action will be initiated.
- 1.7 No Gratification Clause: The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in the purchase of the quoted equipment. This will also debar the company for participating in other tenders floated or to be floated in by the purchaser and suitable action will be initiated against such defaulters.
- 1.8 Non Blacklisting Certificate: All the bidders will give an undertaking on non judicial Stamp paper duly attested that neither they nor their principals or the manufacturers have been blacklisted by any State / Central Government Departments/other organisations.
- 1.9 All the correspondences shall be addressed to the Principal, Dr. RKGMC, HAMIRPUR, H.P.
- 1.10 The Bid Documents are not transferable and the cost of the documents is not refundable under any circumstances.

2. Bid Security/Earnest Money

- 2.1 Bid Security/EMD amount should be enclosed along with the Techno-Commercial Bid for an amount of Rs.25,000/- in the shape of DD/Banker cheque duly pledged in the name of **Principal**, **Dr. RKGMC**, **HAMIRPUR**, **H.P**, failing which the tenders will be outrightly rejected. Bid Security/EMD, if already deposited against other tenders, shall not be adjusted against this tender.
- 2.2 The "Bid Security/Earnest Money", in case of unsuccessful Bidders, shall be retained by the Purchaser, up-to a maximum period of One year from the date of opening of the Bids or till the finalization of the tender, whichever is later. The Bid security shall be refunded to the unsuccessful tenderers on their written request. No interest will be payable by the Purchaser on the Bid Security/EMD.
- 2.3 The Bid Security/Earnest Money shall be forfeited;
- a) If a Bidder withdraws his bid during the period of bid validity specified by the Bidder in the Bid;

or

- b) In the case of the finally selected Bidder, if the Bidder fails;
- i) to sign the Contract in accordance with Clause 13; or
- ii) to furnish Performance Guarantee in accordance with Clause 5.8 or
- iii) if, at any stage, any of the information/declaration is found false.
- 2.4 Bid security/Earnest Money in respect of the finally selected Bidder(s) will be discharged upon the Bidder(s) executing the Contract, and furnishing the Performance Guarantee, pursuant to Clause-5.8.

3. Bidder's Qualification

The "Bidder" as used in the tender documents shall mean one who has signed the the equipment/ Bidder may be either the manufacturer of Bid Form. machinery/material for which prices are quoted on the Price Schedule or his duly authorized representative, in which case, he shall submit a certificate of authority as per Annexure- B. All necessary certificates and documents shall be furnished by the manufacturer/ representative of the firm. Manufactures/companies should authorize only one distributor for the State/for this particular tender and such specific authorization to this effect should be accompanied with tender document. Only one bid from a manufacturer firm shall be accepted and in case the manufacturer firm itself applies in the tender process, the bid of the authorized representative shall not be considered.

4. Procurement and Submission of Tender Document

- 4.1 The non-transferable Tender Document will be sold at counter on payment of tender fee of Rs.1,000/- (Rupees One Thousand only (non-refundable) through cash or MO/TMO or demand draft or by post Rs.1050/- by MO/TMO or Demand Draft payable at Hamirpur drawn in favour of the Principal, Dr. RKGMC, HAMIRPUR, H.P.
- 4.2 The non-transferable tender document can be obtained from the Office of Principal, Dr. RKGMC, HAMIRPUR, H.P. on or before 23rd April, 2018 on any working day between 10.00 AM to 05.00 PM
- 4.3 The sealed bids will be accepted upto <u>24th April, 2018 upto 1-00 PM</u> in the office of <u>Principal</u>, <u>Dr. RKGMC</u>, <u>HAMIRPUR</u>, H.P.

- 4.4 The Techno-Commercial Bids will be opened on <u>24th April</u>, <u>2018 at 2-00 P.M.</u> in the office of **Principal**, **Dr. RKGMC**, **HAMIRPUR**, **H.P**. The bidders or their authorized representatives may be present, who so desire.
- 4.5 After evaluation of the Techno-Commercial Bids and the technical presentation, the short listed bidders will be intimated accordingly.
- 4.6 The Financial bids of the short listed bidders will be opened in the Office of the **Principal**, **Dr.RKGMC**, **HAMIRPUR**, **H.P**. in the presence of prospective bidders/their authorized representative (The date of opening of financial bids will be communicated to the successful bidders separately).

Note: - The forwarding letter as at Annexure- C and other relevant documents as per check List duly signed should invariably be returned along with the quotation furnished, failing which the tender shall be rejected.

5. Bid Requirements

- 5.1 The **Principal**, **Dr. RKGMC**, **HAMIRPUR**, **H.P**. invites two part Bids from eligible suppliers/bidders. The two part bid shall consist of Part-I Techno-commercial Bid and Part-II Financial Bid. Techno-commercial and Financial Bids for each (Machinery & Equipment/Material) as detailed at **ANNEXTURE-A**, should be submitted in two separate sealed envelopes superscribed "Techno-Commercial Bid" and "Financial Bid" respectively. The techno-commercial bid would be opened first. The Financial bid would be opened only in the case of those bidders who qualify and meet requisite parameters for technical evaluation. Further the
- a) Techno-Commercial Bid shall comprise the following and to be submitted along with following documents:-

i) Manufacturers' Authorisation Form (Annexure -B)

ii) Bidders particulars (Annexure-E)

iii) Bid Form (Annexure -F)

iv) Proforma of Guarantee for supply of spares during the post warranty period (Annexure-G)

v) Any other certificates/undertaking as per check list

- b) Financial Bid in one cover (Annexure-D). Separate Financial Bid shall be submitted in respect of each equipment in a separate envelope.
- 5.2 Bidders are required to submit relevant documents viz. Compliance sheet, brochures, authority letters etc. with the technical offer of the concerned equipment and separate sealed envelope for each Department should be submitted.

PLEASE NOTE THAT NO PRICE/COST SHOULD BE INDICATED IN THE TECHNOCOMMERCIAL BID. TENDERS SUBMITTED WITHOUT FOLLOWING THE TWO BID SYSTEM PROCEDURE WILL BE SUMMARILY REJECTED.

- 5.3 Both the Techno-Commercial Bid cover and Financial Bid cover prepared as above are to be kept in a single sealed cover super -scribed with Tender Number.
- 5.4 The cover thus prepared should also indicate clearly the name and address of the Bidder.

- Each copy of the tender should be a complete document and should be bound as a volume. Different copies must be bound separately.
- The sealed cover as mentioned at Clause 5.3 above shall be deposited with the Principal, DR, RKGMC, Hamirpur.
- The Bidder must quote for the equipment with all items and quantities as listed under the Schedule for Requirements. The bidder is required to quote only one model of the equipment. The bid is liable to be rejected in case more than one model is offered.
- The finally selected Bidder(s) will be required to furnish Security amount for Contract Performance equal to 10% of the Contract Price, on award of Contract as per the prescribed Performa, in the shape of Bank Guarantee from any scheduled Indian Bank or FDR duly pledged in favour of the Principal, Dr. RKGMC, HAMIRPUR, H.P. and which shall be valid till warranty period. Failure to furnish security for the performance of contract, in time, would also entail forfeiture of EMD.
- Bids not accompanied by EMD and Bids from representatives without letter of Authority 5.9 from the manufacturers will be summarily rejected.
- Telex/Fax bids, bids received through e-mail and incomplete bids will be summarily rejected. 5.10
- Bidders should enclose, alongwith the Techno-Commercial Bid of their offers, the full details 5.11 documentation, full with offers configuration of literature/leaflets supplementing the description and point out any special feature of their system. All documentation is required to be in English.
- The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 5.13 All pages of the Bid being submitted must be signed and sequentially numbered by the Bidder and a certificate may be provided on the covering letter indicating the number of pages submitted along with the bid.
- All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.
- The bidder must give an undertaking that the offered equipments have not been supplied 5.15 anywhere at a less rate than offered rate in this tender.
- The bidder must submit the list of installation of similar nature of equipments and will submit the copy of latest supply order along with satisfactory performance report.

Period of Validity of Bids

Bids shall remain valid for One year from the date of bid opening (price bid) prescribed by the Purchaser. The Purchaser may reject a bid valid for a shorter period.

7. Purchaser's Right to accept any Bid and to reject any or all bids

The Purchaser reserves the right to accept any bid and to annul the tender process and reject all bids at any time, without assigning any reason, prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

8. Opening of Bids by Purchaser

8.1 The bids will be opened in the presence of Bidders/representatives who choose to attend on the scheduled date and time as mentioned. The Bidders/representatives who are present shall sign a register evidencing their attendance. The Bidder's representatives shall furnish letter of authority from their principal to attend the bid opening. Financial bids of only those Bidders, whose bids are found technically suitable/qualified (after the presentation, demonstration etc., if any) will be opened. The decision of the sub-committee on technical suitability shall be final and shall not be opened for discussion. The bidders who do not qualify the technical evaluation shall be informed separately and their EMD and unopened financial bid shall be returned after award of the contract.

9. Scrutiny of Bids

- 9.1 The Committee will examine the bids to determine whether they are complete, whether any Computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The Committee may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.
- 9.2 Prior to the detailed evaluation, the **Principal**, **Dr. RKGMC**, **HAMIRPUR**, **H.P**. will determine whether each Bid is acceptable qualitatively, is generally complete and is substantially responsive to the Bid Documents. For the purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bid Documents without material deviations, objections, conditional ties or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality of performance of the Contract; (ii) that limits in any substantial way and /or is inconsistent with the Bid Documents or the committee's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidder's who are presenting substantially responsive Bids.
- 9.3 Arithmetical errors, if any, will be rectified on the following basis: If there is a discrepancy between the unit price and the total unit price as declared in the Price Schedule the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of the errors, its bid will be rejected.

10. Price Bid

The prices may be quoted in rupees only. All prices mentioned should be FOR destination **Dr. RKGMC**, **HAMIRPUR**, **H.P**. The bidder should note that price comparison shall be made on the basis of process offered in prescribed Performa at Annexure- D .L1 will be selected on the basis of all the components mentioned in the Annexure-D.

- 70.1 The bidder shall indicate the prices on prescribed PRICE BID PROFORMA at Annexure-D of the tender document. The Proforma should be duly signed & sealed by their authorized signatory (ies). Financial Bids not given in Proforma will be rejected out rightly.
- 10.2 The prices quoted by the Bidder and accepted by **Principal**, **Dr. RKGMC**, **HAMIRPUR**, **H.P.** shall hold good till the completion of the works or satisfactory installation of machinery/equipment and no additional claims will be admissible on account of any price variation or fluctuation in market rates.
- 10.3 Payments made consequent to any notified change in sales tax (both increase and decrease) shall be to the Purchaser's account. For such claims of variation, the Bidder shall produce the Government notification as documentary evidence. Price variation due to any other cause shall be on Bidder's account.
- 10.4 The finally selected Bidder will have to apply to the proper Government Authority for grant of requisite License for such items as required and the purchaser will only tender such assistance, as considered necessary.
- 10.5 The firm has to provide the break-up of expenditure of different quoted items as well as total expenditure clearly for the whole items.
- 10.6 Excise/Custom Duty, GST, Entry Tax and any other levy/surcharge in any shape or by whatever nomenclature may be included in the quoted amount unless, it is specially mentioned separately.
- 10.7 The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The price comparison shall be made taking into account on basic price and post warranty CMC for 10 years.

11. Purchaser's Right to Vary Quantities at the time of Award

The Purchaser reserves the right to vary the quantities and/or services.

12. Negotiation/Award of Contract Prior to the expiry of the period of bid validity

The Purchaser will notify the finally selected Bidder(s) in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter or by Hand in person, that its bid has been accepted. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. Before the award of contract, the Office may hold negotiations with the bidder, whose bid has been determined to be substantially responsive to the bid documents and whose offers are the lowest one. The aim is to reach agreement on all points and sign a contract.

13. Signing of Contract

- 13.1 At the same time as the Purchaser notifies the finally selected Bidder(s) that its bid has been accepted, the finally selected Bidder(s) shall collect the supply order, agreement/ Contract proforma from the office of the Principal, Dr. RKGMC, HAMIRPUR, H.P.
- 13.2 Without prejudice to any legal remedy, failure of the finally selected Bidder(s) to comply with the requirement of Clause 2.3 (a) or Clause 2.3 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for fresh bids.

4. Payment:

Payment of items will be released in two instalments as under:— 90% after the satisfactory installation of the Machinery/Equipment in the department and receiving of certificate to that effect from the concerned department. 10% after 2 month's satisfactory functioning of the equipments in the department and receiving of certificate to that effect from the department.

15. Other Terms and Conditions of Tendering Firms

15.1 Printed terms and conditions to the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this invitation of tender are not acceptable to any Bidder, he should clearly specify deviation in his Bid.

16. Inspection and Tests

The Purchaser shall have the right to inspect and/or test the machinery/equipment for its conformity with the given Specifications.

- 16.1 In case any inspected or tested equipments fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected machinery/equipment's or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 16.2 The supplier shall provide installation and standard tests for the individual equipment before the delivery of the system at site.
- 16.3 The supplier shall test each individual equipment and the complete system after installation at site and prepare a test report. This shall be compared with the factory test report to ensure that there is no deterioration in the equipment parameters during storage, transportation and installation.
- 16.4 Leaflets and literature should invariably be attached for ready references along-with complete documentation of all the measurements conducted during installation period which shall be submitted by the supplier for future reference.
- 16.5 The technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the supplier at the time of handing over the completed works.
- 16.6 For the purpose of taking over the equipment/system supplied pursuant to this contract, an acceptance test shall be carried out at the Purchaser/Consignees destination site. The equipment which meets the acceptance test shall only be accepted by the Purchaser.
- 16.7 (a) Acceptance Test at site shall be conducted of individual equipment and complete system to ensure that individual equipment and complete system meets the technical specifications and other operational and technical requirements of tender.
- (b) The Purchaser shall have the right to reject any individual equipment or complete system, if in its opinion the same does not meet technical specifications, operational or technical requirements. The decision of the purchaser in this regard shall be final.
- (c) The delivery, installation or commissioning shall not be deemed to have been completed, unless all the equipments and systems are accepted by the purchaser.

18. Warranty/CMC (AFTER SALES SERVICES)

- 18.1 Complete system including all accessories etc. (wherever applicable) should have comprehensive (labour & spares) onsite warranty for atleast three years; commencing from the date of issue of installation certificate by the institute. Post guarantee annual comprehensive maintenance contract (CMC) to cover equipment and all accessories supplied with the unit should be quoted separately for additional 5 years with year wise break up. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The price comparison shall be made taking into account on basic price and post warranty CMC for 5 years.
- 18.2 Incremental Cost (if any) for, up-gradation, if required, should form part of the contract for the Warranty and Post Warranty period.
- 18.3 The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire system being offered, at short notice during the warranty and post warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within 24 hours 'notice.
- 18.4 If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- 18.5 If it is found that to meet the performance criteria, any extra equipment is required, the same will be provided free of cost by the supplier.
- 18.6 Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
- 18.7 The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.
- 18.8 The bidder shall attach an undertaking on affidavit from the original manufacturer that the AMC/CMC INDICATING THE CMC CHARGES after warranty period shall be provided by the manufacturer OR HIS SOLE All India distributor directly on the rates and terms finalized with the bidder. The manufacturer shall be liable for the aforesaid service in case the dealership is changed/back out.

19. Spare Parts

- 19.1 The Bidder will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all items/equipments and for the complete system for at least 12 years on a continuing basis. An undertaking in this regard should be made available from the original manufacturer. However, this does not relieve the supplier of any warranty obligations under the Contract.
- 19.2 The Bidder shall include in his tender, the details of essential spares, and their quantity and unit prices as per schedule of requirements.

19.3 In addition to the essential spares, Bidder shall indicate additional recommended quantities of spares for efficient maintenance of the equipment and the systems for a period of 7 years, after the completion of warranty period, to ensure that the quality and reliability objective is achieved. The details on which unit price and the total cost or recommended spares is based shall be included in the tender as an option. However, the cost of such recommended spares shall not be considered for tender evaluation.

20. Previous Installations

- 20.1 The names and address of the institutions/hospitals where the supplier has already installed/supplied the equipment indicating the dates of installations may be given (in India and abroad). He should also attach performance certificates to indicate his prompt after sales service.
- 20.2 On site functional assessment of the similar installation and equipment of the short listed Bidders will be undertaken, if necessary, by the Committee duly constituted by the **Principal**, **Dr. RKGMC**, **HAMIRPUR**, **H.P.**

21. Delivery, Installation and Commissioning

- 21.1 Delivery of the goods at the Institute premises shall be completed by the Supplier within 5-7 weeks from the date of Supply Order.
- 21.2 The installation, testing and commissioning of the proposed system shall be completed within 6-8 weeks from the date of Supply Order, failing which necessary action as deemed fit under rules, will be taken against the defaulter.

22. Site Preparation

- 22.1 The site for installation of the equipment shall be provided by the purchaser as per the required specification and environmental conditions before the installation of System.
- 22.2 Site Plan and System layout plan including civil/electrical work or other related works (if any) shall be prepared by the supplier keeping in view the actual condition of site.

23. Incidental Services

- 23.1 The supplier is required to provide at free of cost to Purchaser all Hardware and Software upgradation from time to time, during warranty and CMC period.
- 23.2 Further, any bugs/shortcomings detected by the purchaser/user as well as the supplier himself shall be rectified at free of cost to purchaser even beyond warranty period
- 24. **Property Rights:** The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license of industrial design rights, software piracy arising from use of the store/goods or any part thereof in the Purchaser's country.

25. Arbitration

Disputes, if any, shall be subjected to the sole arbitration of Principal Secretary/Secretary(Health) to the Government of Himachal Pradesh, whose decision shall be final and binding on the parties.

26. Jurisdiction

The courts at Hamirpur will have the jurisdiction for trial of any matter, dispute or reference between the parties arising out of the contract. It is specifically provided that no court outside and other than Courts at Hamirpur shall have jurisdiction in the matter.

27. Force Majeure

Any failure of omission or commission to carry out the provision of the contract by the supplier shall not give rise to any claim by either of the party to contract, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lockouts and strikes, riots, embargo or from any political or other reasons beyond the supplier's own control including war (Whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Major conditions.

28. Termination for default

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part.

- i) If the supplier fails to deliver or install system within the time period(s) specified in the contract, OR
- ii) If the supplier fails to perform any other obligation(s) under the contract.

29. Termination for Insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the suppliers, if the supplier becomes bankrupts or otherwise insolvent (which shall be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

30. Termination for Convenience

The purchaser may by written notice sent to the supplier terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the *Purchaser's convenience*.

25. Arbitration

Disputes, if any, shall be subjected to the sole arbitration of Principal Secretary/Secretary(Health) to the Government of Himachal Pradesh, whose decision shall be final and binding on the parties.

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1. Up time guarantee:

The firm should provide uptime guarantee of 95%.

32. Downtime penalty Clause

- 32.1 During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds, the penalty @ Rs.2000/-per day will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least TWELVE YEARS after handing over the unit to the Institute. If accessories/other attachment of the system are procured from the third party, in such case the responsibility to keep the items/equipment in working condition shall be the sole responsibility of the vendor and the bidder itself will have to sign the CMC with the Institute if required.
- 32.2 The principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

33. PRICE FALL CLAUSE

The offer of rates by the tenderer will be subject to the price fall clause i.e. if any item is offered at a lower rate by the tenderer in any other State/Place in India to any other person/Org./Institution, he shall forthwith notify such reduction or sale to the Principal, Dr. RKGMC, HAMIRPUR, H.P. and the price payable for the Dr.RKGMC, HAMIRPUR, H.P.. After the date of coming into force the such reduction or sale, shall stand correspondingly reduced to Principal Dr. RKGMC, HAMIRPUR, H.P.

34. The supplier shall furnish the following certificates alongwith each bill for payment for supplies made against in Rate Contract Tender. "I/We certify that the Stores of description identical to the stores supplied to the Govt. under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution up to date of bill/the date of completion of supplies against all supply orders placed during the currency of the tender/rate contract at the price lower than that of prices offered the institute UNDER CONTRACT/ AGAINST TENDER". The bidders must attach copies of their existing rate contracts, if any, with DGS&D or any other State Government/Institutions.

Note:- BIDDER must go through these terms & conditions very carefully & put his signature alongwith stamp in token of acceptance of these Terms & Conditions in a separate sheet.

any

Principal, Dr.RKGMC, HAMIRPUR H.P. CHECK List duly filled in to be attached with the Technical Bid

Sr.No	Particulars	(3.7
1.	Undertaking for Non gratification as per clause 1.7	Yes/No
2.	Non-blacklisting certificate as per Clause 1.8	Yes/No
3.	Undertaking on affidavit from the original manufacture as per Clause 18.8	Yes/No
4.	Undertaking for the supply of spare part as per clause 19.1	Yes/No
5.	Whether a list of institution/organizations where your firm has supplied this item recently, is attached alongwith satisfactory performance certificate from those institution/organizations. As per clause 20	Yes/No
6.	Certificate of having satisfactory service arrangement and fully trained staff as per clause 32.2	Yes/No
7.	In case you are manufacturer, have you enclosed the certificate	Yes/No
8.	Whether the prices has been quoted on the prescribed proforma.	Yes/No
9.	Whether all the undertakings as required in the tender document are enclosed	Yes/No
10.	Whether EMD as asked has been attached	Yes/No
11.	Whether Tender Document duly signed by the authorized signatory attached	Yes/No
12.	Whether the technical specification of the material are Attached.	Yes/No

Authorized Signatory: Name of the firm/bidder:

1. 100 mA Mobile X-ray Machine

The mobile x-ray equipment would be required to perform x-ray studies in emergency and Trauma Center and at the bedside in wards and ICU. The unit should be compact, lightweight and easily transportable. It should have following specifications: A high frequency generator with the following features: Generator a. Power: 4 KW or more b. kVp Range: 40-120 KVp or more c. mAs Range: 250 m As or more d. m A Range: 10 mA to 100 mA or more e. Exposure Time: 10 ms to 5 sec. kV and mAs parameters, system ON, System OFF, status and fault Digital display message on the kV and mAs are. Stationary/Rotating anode tube with focal spot 1.8X1.8 mm or less. X-Ray Tube The stand should be fully counterbalanced with rotation in all **Tube Stand** directions. Collimator rotation should be + 90 to -90 degrees with auto shut off Collimator lamp facility. The equipment should have cassette storage box for minimum of 5 Cassette storage box cassettes. The unit should be operational on main voltage from single phase Electrical requirement 180-240 v AC with automatic main compensation. The unit should have small foot print. The height of the column stand **Ergonomics** should be more than 150 cm for easy transportation in the lift etc. and areas with small height doors. The equipment should be light weight, not more than 160 kg. The unit should have effective breaking system for parking. **Breaking System** The bidder should have installed same model successfully in India. Installations The copy of the satisfactory performance certificate of same model to be enclosed along with the bid. System shall have valid AERB certificate of the quoted model. The Certification bidder to provide any other certificate required for importing the equipment in case of imported models. Onsite registration and approval of AERB form machine will be the responsibility of the supplier. All technical specification should be supported with original date **Product Data Sheet** sheet highlighting the page number in the compliance sheet. Photocopy/computer print will not be acceptable.

The rates of the equipment should be quoted with 5 years onsite warranty and CMC for 5 years.

2. ETO GAS Sterilizer

Equipment to be Microprocessor controlled Sterilizer cum Aerator.

Fully Automatic 100% Ethylene Oxide Gas Sterilizer.

Chamber Volume-7.0 to 9.0 Cu. Ft and should be made up of 6061 – T6 grade rust proof lodized Aluminium.

Sterilizer Dimensions - Exterior:

Height - 170 - 180 cm

Depth - 100 -110 cm

Width - 90 - 100 cm

Dimension - Interior/ Chamber

Height - 40 - 50 cm

Depth - 90 - 100 cm

Width - 45 - 55 cm

Sterilizer should work on single dose cartridge 160 – 180 gms

Sterilizer should not produce area heat radiation more than 6-6.5 BTU/Hr.

Sterilizer should operate at 220V, 15Amp Domestic Power supply.

Sterilizer should have continuous monitoring of RH through Relative Humidity Sensor.

Sterilizer should have vaporizing chamber for low temperature steam, gas and air injection system.

Sterilizer should have dual zone heating system with variable parameter setting of time, temperature RH, Gas exposure and Aeration depending on load and composition of material.

Sterilizer should have automatic gas puncturing and system should work under Negative Pressure ensuring operator safety.

Sterilizer should have built in Exhaust hood and ensure faster aeration.

Sterilizer should automatically gets into cycle after sterilization is completed and indicate in visual display of the equipment.

Sterilizer should have alpha numeric graphical thermal printer.

Sterilizer should have Video Screen for status of cycly.

Sterilizer should strictly be FDA certified.

Sterilizer should be approved by UL,CUL,BIS,TUV,CE,C-TICK.

Sterilizer should have option of upgradability.

Steriliant should not have mixture of CFCs or HCPCs

Equipment exhaust system should have optional connectivity to ETO catalytic converter system for environment safety as an upgrade over the years.

Sterilizer should have access to supervisor/ operator Access code.

System should have in-built calibration features available in the equipment and a validation port to perform external calibration/validation of the equipment.

Sterilizer should have direct access to emergency aeration.

Equipment manufacturer should supply the certified, compatible gas cartridge of the same make.

The rates of the equipment should be quoted with 5 years onsite warranty and CMC for 5 years.

The following items should be supplied by the company qualified

- 1. Cartridges price to be quoted separately and price to hold good for 5 years.
- 2. Biological indicators price should be quoted separately.
- 3. Disposable material packing- price should be quoted separately.

3. ETO heat sealing machine

Should be easy to load and run, with temperature controller, dust poof switch, SS 304/316 Ms, temperature range from 0-400, single phase (5 Amp) with a dimension of L 600-800mm*W 200-300mm.

Department of Dentistry

4. Dental Chair unit

 Body contoured electrically operated multi programmable Chair with Right arm rotatable for easy access.

Articulated head rest, Seat & back rest thickly cushioned with rexine.

LED Operating light having multi surface Glass reflector (40,000 lux) on/off and intensity control by non-touch sensor with 3 directional movement.

Chair side porcelain spittoon with autowater connection,

High and low vacuum Motorised wet line suction, continuous rating nonstop suction.

Assistant Console for chair control.

Modular (Delivery Hanging System),

Two airotor points with tubing& nutfitting,

Supreme micromotor 35,000rpm with digital display of speed.

Supreme fibre optic scaler with high frequency handpiece supplied with titanium quoted five scaling Tips.

Three way syringes 2 nos

X ray viewer, •

SS instrument tray,

Transparent water booster,

Multifunction foot control

Dental operator's Stool with back rest and Seat movement Pneumatic piston for up & down.

Airotor hand piece, contra handpiece and stright handpiece. The rates of the equipment should be quoted with 5 years onsite warranty and CMC for 5 years.

- 5. Air Compressor- Clean air-150 monobloc oil free, Medical Grade airotor air compressor 1 HP Minimum Noise fitted on Ms tank, with radiator cooler, Condensor, sillicon column filter for moisture, dust filter microbial filter fitted on M.S.TANK.
- 6. Dental x-ray unit- Dental x-ray DC unit 70 kv, 7ma- with digital timer, scissor arm, wall/ unit mount, AREB approved. LEAD Apron 02 No.s & Thyroid Shield 02 No.s should be supplied with equipment. The rates of the equipment should be quoted with 5 years onsite warranty and CMC for 5 years.
- 7. RVG UNIT- Excellent image quality based on advanced hybrid CMOS technology, Unique sensor sizes, Ergonomic shape & design with Tapered edges. The rates of the equipment should be quoted with 5 years onsite warranty and CMC for 5 years.
- 8. Auto clave- N CLASS, Table top, Front Loading, Fully programmable digital type microprocessor based (17 litres.)

The rates of the equipment should be quoted with 5 years onsite warranty and CMC for 5 years.

- 9. Endomotor-cordless with Large, user-friendly LCD panel, Memory for up to 5 programs, Autoreverse modus and 6 head positions
- 10. Apex Locator- Microprocessor based- Latest generation technology, very high Accuracy of measurement, Auto calibration.
- 11. UV CHAMBER WITH 12 SS TRAY.

- .Ultrasonic cleaners- LCD technology for customized operation. Tank capacity 4.81 L.
 - 13. Water Distiller- Provide 100% distilled & pure water for all applications.overcomes the need of water purifier. Automatic switch off at the end of the process.
 - Intra oral camera- inter oral camera with 6 LED-ccd sensor, VGA & USB 2.0 signal output, Compatible to USB, TFT Monitor without CPU.

The rates of the equipment should be quoted with 5 years onsite warranty and CMC for 5 years.

15. Piezo Ultrasonic Scaler System

- Digitally controlled, automatic frequency tracking
- Re-usable metal filter traps debris from entering unit, allowing efficient water flow
- · Handpiece made from titanium alloy
- Three Pre-Set Options: General Scaling, Periodontal and Endodontic procedures
- Ten unique power settings
- 16. Curing Light: High output in a cordless lightweight pen-style design with the dome shaped lens, Wavelength range upto 450-470 nm, Light intensity upto 1400 Mw/cm2
- 17. Straight clinical cabinet: Artificial marble tabletop with wear & corrosion resistant, anti-penetration, no stain & easy to clean, minimum height -880, width-490mm,length 2250mm with top grade ceramic wash basin, ash-bin hidden under it Multi-functional shelf.
- 18. Instrument trolly with minimum three shelves-ergonomic, compact shape
- 19. Mobile dental cabinet: with minimum 5 nos. drawers, Dimension 820 mm (H) x 500 mm (Width / Depth) x 500 mm (Length), Artificial marble tabletop with wear & corrosion resistant, anti-penetration, no stain & easy to clean,
- 20. Clinical micromotor with internal water spray and handpieces (straight and contra angled)
- 21. Dry heat sterilizer with LED display and Capacity upto 36 plier

22. Piezosurgery Unit

- 3 Modes (SURG, ENDO, PERIO)
- Selectable burst mode
- 9 Programs (SURG x 5, ENDO x 2, PERIOD x 2)
- Adjustable LED Light Intensity
- Automatic cleaning mode
- Feedback function
- Auto tuning function
- Dynamic link feature major power boost
- LED handpiece with 2-meter cord
- Frequency: 28 32 kHz
- Irrigation flow rate: 10 80 mL/min
- Maximum output 25 W
- Multifunctional foot control (FC-78)
- Sterilization cassette
- Basic H-S Kit: (H -SG1, SG3, SG5, SG6D, SG7D, SG11 Tip Holder)
- Handpiece stand, Irrigation tube (5 pcs) other accessories.

23 .TCS Tissue contouring system-Radiofrequency electrosurgical unit Operating frequency: 3.68 MHz,Coag Modulating Frequency: 120Mz,Output Impedence:600 Ohms.

24. Implant Motor/ Physiodispensor -

• Control unit: Maximum pump output-75mL/min, minimum built in memory-100 min, Programs: 8
Programs / Implant Systems

• Micromotor: with torque upto 5-80 Ncm, motor speed 200-40000/min, light power over 32,000 LUX (LED Micromotor Program Button, Speed Control Pedal

• Foot control: Coolant Solution Flow Volume Button Forward / Reverse Button

25. HU- FRIEDY GRACEY CURETTES 1-18 SET (09 No.s).

NOTE:-Warranty of the units should be for five (5) years. Company Engineer must visit the functional unit after every 3 months even without call. As and when called for, company engineer must report at the earliest if any malfunctioning occurs, failure to report within 24 hrs. will invite a penalty of Rs.1, 000/- per day.

To be enclosed with Techno-Commercial Bid ANNEXURE-B

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No
То
Dear Sir,
Sub: Tender No
We
Signature and seal Name For & on behalf of M/s
(Name of Manufacturers) Note: This letter of authority should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturers

Dr.Radhakrishnan Government Medical College, Hamirpur (HP).

S.NO. OF TENDER : FILE NO. : Name of the party in whose: Favour the Tender form has been issued (SEAL OF THE OFFICER) To The Principal,
Dr.RKGMC, Hamirpur-HP
Dear Sir,
1. I am /we are hereby submit our tender for the
the same.
4. I/We hereby agree to all the terms and conditions, stipulated by Principal , Dr. RKGMC , HAMIRPUR , H.P. , in this connection including demonstration, delivery, installation and warranty and penalty etc. Quotations for each group are being submitted under separate covers, and sheets and shall be considered on their face value. 5. I/We have noted that overwritten entries shall be deleted unless duly cut & rewritten and initialled.
Tenders are duly signed (No thumb impression should be affixed). I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen days) from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at Dr. RKGMC, HAMIRPUR H.P.
NOTE:- ALL TERMS AND CONDITIONS SUCH AS TAXES etc., HAS BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT ALL THE RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.
Yours faithfully,
WITNESS Signature of Tenderer alongwith full Address
WITNESS
WITNESS

PRICE BID PROFORMA

ANNEXURE-D

Sr.No	Name of equipment	Price quoted
1.	Cost of Core Equipment. (Manufacturer/model/make etc. be specified) including all accessories as required in the technical specification with 5 years. warranty	
2.	Taxes/Duties:	
	i) Custom Duties	
	ii) CST/GST	
	iii) Service Tax	
	iv) Entry Tax	
	v) Others(Pl. specify)	
3.	CMC (after 5 years warranty)	
	1st year	
	2nd year	
	3rd year	
	4th year	
	5th year	
	Taxes on CMC	1 11 . /

It is certified that the cost of equipment shown above, has included all taxes/duties etc. and nothing above shall be charged over and above this cost.

Authorized Signatory: Name of the firm/bidder:

To be enclosed with Techno-Commercial Bid ANNEXURE-E

BIDDER PARTICULARS

Bidder Serial Number Allotted on Tender Document:
1. Name of the Bidder :
2. Address of the Bidder:
3. Name of the Manufacturer (s):
4. Address(es) of the Manufacturer :
5. Name and address of the person:
To whom all references shall be Made regarding this tender inquiry. Telephone:
Telex:
Fax:
e-mail address :
Witness:
Signature Name
Address
Designation
Company
Date Social
Company Seal

To be enclosed with Techno-Commercial Bid ANNEXURE-F

Only Authorized to sign bid for and on behalf of......

(In the capacity of)

Dated: **BID FORM** To Sir, Having examined the Bidding Documents of Tender No. _____undersigned and we undertake, if our offer to supply, install, commission, operate maintain_ the bid is accepted, to complete delivery of all the items specified in weeks calculated from the date of receipt of your Notification of within Award and to complete the installation, testing commissioning...... We also undertake to provide CMC and supply consumables on the rates offered/negotiated (in case our bid is accepted) for the entire period of 5 years from the date of satisfactory installation. Signature and Seal

To be enclosed with Techno-Commercial Bid

ANNEXURE-G

PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

To

Dear Sir,

In consideration of the (hereinafter referred to as "Purchaser" which expression shall unless
repugnant to the context or meaning thereof include its successors,
repugnant to the context or meaning thereof include its successory, with its administrators and assignees) having awarded to M/s with its (hereinafter referred to as the "Supplier"
administrators and assignees) having awarded to information of the "Supplier" Registered/Head office at
Registered/Head office at
which expression shall unless repugnant to the context of meaning interest, which expression shall unless repugnant to the context of meaning interest, and assignees), a contract by issue of the Purchaser's letter of Award administrators, executors and assignees), a contract by issue of the Purchaser's letter of Award administrators, executors and assignees), a contract by issue of the Purchaser's letter of Award administrators, executors and assignees are formal contract to that effect with the Purchaser's letter of the Purchaser's
administrators, executors and assignees), a contract by issue of the Furchaser no
no
on
We the supplier hereby give a guarantee for the supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and emergency maintenance of being supplied by us to for a period of not demanded for the routine and the
demanded for the routine and emergency maintenance of being supplied by demanded for the routine and emergency maintenance of being supplied by less than 7 years after the warranty period of 5 years and life time spares thereafter in case asked for by less than 7 years after the warranty period of 5
less than 7 years after the warranty period of 5 years and me time spaces used the purchaser. We further clarify that for the first 5 years i.e. warranty period of 5 the purchaser. We further clarify that for the first 5 years i.e. warranty period of 5 Years and
the purchaser. We further clarify that for the lift 5 years and years, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and years, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and years, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and years, we are covered by the warranty clause as mentioned.
of enabling him to decide spares needed for routine and emergency maintenance.

Dated...... day of......20......

Witness:
(Name of manufacturers)
Signature and Seal
(Signature)
Name:
For & on behalf of M/s