

BRIEF INSTRUCTION TO THE BIDDERS

The bidders must visit to the existing site before attending the tender.

TERMS AND CONDITIONS

- 1.1 Sealed tenders will be received by Dated.25.05.2017 up to 1.00 P.M. by the Superintendent, SVPPGIP, Cuttack for the purchase Supply, installation and commissioning of Medical Gas. Any tender received after the due date & time will be rejected / returned to the sender unopened. The tenders will be received through Speed Post/Regd. post. Tender paper submission through the person/persons by hand is not acceptable.
- 1.2 The bidder(s) are to submit their tender in separate sealed covered envelops for technical bid and commercial bid by super scribing Cover “A” (Technical Bid) & Cover “B” (Price Bid) and both the covers should be put into a third Cover, which should be super scribed as “Tender for the Supply, installation and commissioning of Medical oxygen Pipeline and Air compressor at SVPGIP, Cuttack.
- 1.3 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened at the **O/o Superintendent, SVPPGIP, Ctc** on date 27.05.2017 at 3.00PM. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.
- 1.4 No tender documents can be accepted after the expiry of scheduled date and time for receipt of bids.
- 1.5 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 any other services associated with the delivery of the equipment and materials required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.
- 1.6 The bidders are required to have a survey including the site visit before furnishing the tender.

ELIGIBILITY CRITERIA

- 2.1. Bidders are eligible to participate in the tender provided, they have
- (i) Valid Import license(if items are imported)
 - (ii) Valid Manufacturer authorization(if the bidder is not manufacturer)
 - (iii) Valid ISI/BIS certificate for the components
 - (iv) Tenderer should have experience of supply, installation and commissioning of medical oxyge pipeline system and Air compressor at any Govt. organization / Corporate Hospitals / PSU Hospitals / and big Private Hospital or medical college of bed strength not less than 100. Certificate in support of that from the user minimum of three years.
 - (v) Bidders who have been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting.
 - (vi) The bidder shall have annual average turnover of Rs.50 lakh for last three years.(audited report should be attached.

The following documents should be enclosed in Cover “A” (Technical Bid) by the tenderer. All the photocopies are to be attested by a Notary Public / Gazetted Officer.

COVER—A (TECHNICAL BID) :

- 3.1 Earnest Money Deposit of Rs 20,000(Twenty thousand) in shape of Demand Draft.
- 3.2 Copy of Import License (if items are imported).
- 3.3 .Copy of valid ISI/BIS certificate of components.
- 3.4 Copy of up-to-date VAT clearance certificate up-to 31.03.2018. (Wherever applicable)
- 3.5 (A) The Original Tender Book with Conditions and the schedules signed by the tenderers at the bottom of each page with his official seal duly affixed.
(B) Leaflets, photographs & literatures relating to the product / item quoted and matching the specification of the tender.
- 3.6 The declaration form provided in tender paper duly signed by the tenderers before Notary Public.
- 3.7 Proof of Such work to any Govt. organization / Corporate Hospitals / PSU Hospitals and big Private Hospital or medical college of bed strength not less than 100. Certificate in support of that minimum of year from the user.
- 3.8 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha.
- 3.9 Original money receipt of the tender paper if purchase from this office should be attached.

COVER – B (PRICE BID)

4. The tender format giving the quoted rate for the items on rate contract basis should be sent in a separate sealed cover hereafter called Cover “B” (Price Bid).

Cover –B (Price Bid) will be opened only of the tenderers who qualify in Technical Bid (Cover – A) and product is as per tender specification.

4.1 The tender format (Price Schedule) in duplicate in the prescribed form, both hard copy and soft copy must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery), installation, warranty for 2 (two)years but exclusive of sales tax / VAT/CST and entry tax charges, if any and the turnkey job in a separate column. The rate should be quoted for each item both in figures and words. In case of difference in words and figures, words will be taken into consideration for evaluation.

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

4.2 The date of opening of Cover “B” (Price Bid) of the successful bidders will be intimated later on or will be open on same if committee desire.

REJECTION OF TENDER

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

- (i) Import license (if items are imported).
- (ii) Authorization from the concerned manufacturing firm
- (iii) Earnest Money Deposit (EMD).
- (iv) Valid ISI/BIS Material Certifications certificate
- (v) Proof of supply/ installation of the items to any Govt. organization / Corporate Hospitals / PSU Hospitals / Any big private Hospital not less than 100beds and certificate in support of that from the user.
- (vi) Price bid / quoted rate with signature and seal (Hard Copy)
- (vii) Original Money Receipt of the Tender Paper (in case of tender paper purchased).
- (viii) Demand Draft of specified amount in case downloaded the tender paper.
- (ix) VAT Clearance up to 31/3/2018.
- (x) Turnover not less than 50 lakhs in last consecutive three years.

6. SPECIFICATIONS:-

The quoted product should be recent one and as per the specification enclosed.

Required catalogue on the product description should be attached with the tender.

7. Earnest Money Deposit:

1. The tender should be accompanied with Earnest Money Deposit (EMD) amounting Rs.20000/- (Twenty thousand) in shape of Bank Draft from any Nationalized/ Scheduled Bank in favor of Superintendent, SVPPGIP, Cuttack falling which tender will be rejected.
2. The EMD of the unsuccessful bidders will be return back after finalization of tender . EMD of successful tenderers will be forfeited, if he/they does/do not accept the purchase order or does not carry out the work after accepting the purchase order.
3. The selected firm has to complete the installation and commissioning within 30 days of issue of purchase order. If the firm fails to supply and install the item/s in time or supplies are not up to standard, his EMD shall be forfeited and the firm will be blacklisted.

8. Performance Security:

1. 10% of the purchase order value will be submitted by the firm towards performance security within 07 days of receipt of purchase order in shape of Demand Draft / Bank Guarantee (Prescribed format).
2. The Security deposit will be refunded to the firm after Warranty period over.

PRICE EVALUATION:

1. Tenderers who technically qualify will be evaluated only.
2. The cost of Item (inclusion of the excise duty, transportation, insurance, packing & forwarding & warranty for two (2) years but excluding VAT/CST & ET) + cost of the Turnkey job i.e. installation, cabling, electrical fittings, civil work etc if required, (including all taxes) taken together will be evaluated and the lowest bidder will be selected. (In column-5 of Annexure-II-A and for Item no 1-5 of Annexure-II-B). For item no 6 & 7 the lowest bidder will be decided on unit price excluding tax. For Sl. No-8 lowest bidder will be decided on cost of the complete set including Turn Key Job (if required) excluding VAT/CST/ET & and other Tax if applicable.

9. Delivery and Installation:

1. Delivery and installation of each item should be completed within 45 days from the date of issue of purchase order falling which liquidated damage @ 0.5% per week shall be deducted from final payment, for each week of delay beyond the delivery period up to maximum of 2%.

10. Turn Key Job:

- This is a job for installation of Oxygen, Vacuum and Air pipeline (extension) from the existing central gas pipeline system and Air compressor in the institution.
- In such turnkey job the bidders has to quote all the items in the financial bid required for installation of the central gas pipeline system and Air compressor as per need.
 - The hospital will provide the external power supply and place for installation.
 - All civil/electrical work if required will be carried out as per specifications by the bidder.

11. Making holes in the slab, walls, Removing false ceiling & placing back, if any, etc. will be the responsibility of the bidder and the same will be made by him.

12. Warranty:

1. All the items should be covered under two years warranty from the date of installation & commissioning.
2. The approved suppliers has to submit an undertaking in non-judicial paper attested by Notary Public for 2 years warranty.(Annexure V)

13. Payment:

1. 80% payment shall be made after successful installation & demonstration and production of certificate by concern Head of the Department. The balance 20% of the payment will be released after two months of commissioning of the system if it is working satisfactory.

14. General Conditions:

1. In the event of the date being declared as a holiday for the purchaser's office, the due date submission of bids and opening of bids will be the following working date & time.
2. The authority reserves the right to accept /reject all the bids or any part thereof without assigning any reason thereof.
3. No conditional tender will be accepted.
4. The qualified bidder, who according to terms and conditions will not supply and install the items in the stipulated time period and of specified quality, will be black, listed
5. Any matter will be finalized in Cuttack Jurisdiction.

DECLARATION FORM

I / Wehaving My /
ouroffice
at.....do declare that I / We have carefully
read all the terms & conditions of tender of the Superintendent, SVPPGIP, Cuttack, Odisha for
the supply, installation and commissioning of gas pipe line. I will abide with all the terms &
conditions set forth in the tender paper Reference no.

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

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and
or Security Deposit and blacklist me/us for a period of 2 years if, any information furnished by us
proved to be false at the time of inspection / verification and not complying with the Tender terms
& conditions.

I / We further declare that I / We possess valid import license / authorized distributor
bearing no.Valid up to I / We
..... do hereby declare that
I / we will supply the ----- as per the terms, conditions &
specifications of the tender document. I / we further declare that I / we have a service centre in
Orissa.

Signature of the bidder :

Date :

Name & Address of the Firm:

Affidavit before Notary Public.

MODEL TENDER FORMAT (PRICE SCHEDULE)

Name of the Item (Item mentioned in the schedule of requirement)	Specification	Price of Gas Pipe Line System Complete which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & excludes VAT/CST / entry tax.	Cost of Turnkey (all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation))	Total Cost (Unit Price with Turnkey) (Exclusive of CST/VAT & ET)	Any other tax except CST/VAT & ET (if any) on & above the item price mentioned in (3) (Mention whether CST / VAT and ET, the % of tax & it's value in Rs.)
		Cost in Rs. (both in words & figures)			
(1)	(2)	(3)	(4)	(5)	(6)
1. Gas Pipe Line System Complete (For Oxygen, Suction & Compressed Air)					
2.					

Date:

Place :

Signature of the Bidder:

Name
Seal

To be submitted in *Cover B – Price Bid*

ANNEXURE-II-B

PRICE OF GAS PIPELINE AS MENTIONED IN THE COLUMN 3 OF THE PRICE SCHEDULE ANNEXURE –II-A

Sl.	Name of the Item	Make/Model	Quantity	Unit Cost(Rs)	Total Cost (Rs.)
1	Gas outlets [Terminal units]				
	(1-A) Oxygen-		40no's,(20points x 2no's)		
	(1-B) Suction-		20no's		
	(1-C) Compressed Air-		20 no's		
2	Medical grade copper tubes, fittings and fixtures.				
	Gauges- O.D. Wall thickness of tube				
2-A	❖ 28mm 1mm (outer diameter)		50Mtr(Approximate	Per Meter Cost	
2-B	❖ 22mm 1mm (outer diameter)		100Mtr Approximate	Per Meter Cost	
2-C	❖ 15mm 1mm (outer diameter)		50Mtr Approximate	Per Meter Cost	
2-D	❖ 12 mm 1mm (outer diameter)		50Mtr(Approximate	Per Meter Cost	
3	Zonal Isolation valves with pressure gauges				
3-A	For Oxygen		3	Per Set	
3-B	For Air		3	Per Set	
3-C	For Suction-		3	Per Set	

4	Pressure line adapter pins etc to be supplied in adequate numbers.		1		
5	B Head panel for oxygen, vacuum and Air gas outlet		For twenty points	Per set	
6	Good quality suction Jars (1000ml) with vacuum regulators complete set (pipe and adopter) with overflow protection.		20no's	Per Set	
7	Brass body Flow meters (0-15l/min) with humidifiers set with (pipe and adopter)		40no's	Per Set	

- ❖ **The lengths of the Pipes are given as Approximate. The amount will be paid as per actual length which will be calculated taking into unit price consideration.**
- ❖ **Grand Total Amount of item sl no. 1-5 in Annexure II-B should be the same as that of price mentioned in column -3 Annexure II-A**
- ❖ **The lowest price will be decided for items sl no.1 to 5 basing upon the price quoted in column -5 of annexure II-A excluding tax.**
- ❖ **The lowest price for items sl no. 6 & 7 will be decided on the unit price of items excluding tax.**

Signature of the Bidder:

Name

Date :

Place:

Seal

MODEL TENDER FORMAT (PRICE SCHEDULE)

Name of the Item (Item mentioned in the schedule of requirement)	Specification	Price of Compressed Air Complete Set which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & excludes VAT/CST / entry tax.	Cost of Turnkey (all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation) If required	Total Cost (Unit Price with Turnkey) (Exclusive of CST/VAT & ET)	Any other tax except CST/VAT & ET (if any) on & above the item price mentioned in (3) (Mention whether CST / VAT and ET, the % of tax & it's value in Rs.)
		Cost in Rs. (both in words & figures)			
(1)	(2)	(3)	(4)	(5)	(6)
8. Compressed Air					

❖ **The lowest price of sl no. 8 will be for cost of complete set of the item including Turn Key Job (if required) and excluding tax.**

Date:

Place :

Signature of the Bidder:

Name

Seal

TECHNICAL SPECIFICATION

Sl. No.	Department	No. of Beds	No. of O2 Outlets	No. of Vacuum Outlets	No. of Air Outlets
1	NBW	20	40	20	20

OXYGEN, AIR&VACUUM PIPE LINE

1. Gas outlets [Terminal units] Oxygen, Air & Vacuum:

- Integral check valve.
- All the terminal units shouldn't be inter changeable.
- Two level locking mechanism i.e. equipped with both primary and secondary valve.
- Operating pressure more than six bar
- Minimum withstand pressure =13bar
- Should be cleaned de-greased for medical gas service, factory assembled and tested.
- All metal construction.
- Individually tested & certified.
- Full range of mounting.
- Color coding as per existing standard/any international standard
- The model should be CE/BIS approved.
- Pressure test certificate of the coated model should be provided.

2. B. Bed Head panels

Bed head panels should be horizontal.

The panel should have facility to accommodate with two no's O2, one no vacuum and one air gas outlet.

Bed head unit should be constructed from aluminum extrusion with round and smooth shape corner & acceptable colour choice having no visible screw.

Should have integrated rail system to mount accessories.

The aluminum extrusion unit shall have an electro static powder paint finish on all external surfaces.

The unit shall be supplied pre piped and fully tested.

Manufacturer should be ISO certified.

3. Medical grade copper tubes, fittings and fixtures:

All copper pipes & fittings should be made of phosphorous de-oxidized, non arsenic & fully degreased.. All pipes should be of Copper and Copper alloys – Seamless, round copper tubes for Medical gases, vacuum and Air.

- The chemical composition of the copper tubes should confirm to BS13348:2008.
The Lloyd test certificate should be attached and the certificate should be from the manufacturer and Lloyd.
- Copper pipes should be solid drawn seamless half hard tempered & degreased for medical use.
- Copper to copper joints should be made on site using a 5% silver copper phosphorus brazing alloy.
- Copper to brass or gun metal joints shall not be made on site. The joint should be made by using 43% silver alloy.
- Pipe lines should be supported at the intervals specified in HTM 2022 using suitable Non-ferrous material.

Fitting shall be end feed type, manufactured from the same grade of copper on the pipes as per BS 864/EN 1254.

Fittings shall be degreased suitable for oxygen use and supplied sealed in protective polythene bags.

• Gauges should be	O.D.	Wall thickness of tube
	28mm	1mm
	22mm	1mm
	15mm	1mm
	12 mm	1mm

Manufacturer should be ISO certified.

INSTALLATION & TESTING

Installation of piping shall be carried out with utmost cleanliness. Only pipes fittings and valves which have been degreased and fittings brought in polythene sealed bags shall be used at site. Pipe fixing clamp shall be of nonferrous or non deteriorating plastic suitable for the diameter of the pipe.

Inert gas welding technique should be used by oxygen free Nitrogen gas inside copper pipes while brazing to avoid carbon deposition.

Adequate support should be provided while lying pipelines to ensure that the pipe do not sag. Suitable sleeves shall be provided where ever pipe cross through walls/slabs. All pipe clamps shall be non-reactive to copper. After erection, the pipes cross should be flushed and then pressure tested with dry air at a pressure equal to 1.5 times of the working pressure or 150psig, whichever is higher for a period of not less than 24hours.

PAINTING: All exposed pipes should be colour coded a IS: 1279 of 1963/Equivalent standard.

4. Zonal Isolation valves with pressure gauges:

- Full bore valves for minimum pressure loss.
- Non-lubricated with 90 degree turn ball valve with PTFE seals suitable for oxygen service.
- The valve should be factory degreased before supply. Certificated from the manufacturer should be attached.
- Should have pressure gauges at specified place to monitor pressure drop.
- Tested for double working pressure [120 PSI].Test certificate should be attached
- For Oxygen, Air & Vacuum
- **Manufacturer should be ISO certified.**

5. Medical gas Alarm system:

- Three gas alarm
- Individual gas status LED indicator-showing NORMAL, HIGH and LOW conditions for each service.
- Audio alarm Indicator by Piezo electric buzzer.
- Alarm test / check / mute Facility needed.
- Working pressure display via digital gauges.
- Aesthetic design and Powder coated aluminum construction.
- **Manufacturer should be ISO certified.**
- **Product should be BIS/ CE CERTIFIED.**

Necessary accessories:

6. BPC Flow meter with humidifier

- Back pressure compensated flow meter will be of accurate gas flow measurement with following features.
- Control within a range of 0-15 l p m (calibration within +/-10%)
- It should meet strict precision and durability standard.
- The flow meter body should be made up of brass chrome plate material.
- The flow tube and shroud components should be made up of clear, impact resistant polycarbonate.
- Flow tube shall have large and expanded 0-5 lpm range for improved readability at low flows.
- Inter filter of stainless steel wire mesh to prevent entry of foreign particles.
- The humidifier bottles shall be made of polycarbonate material and autoclavable at 121 degree centigrade temperature.
- **Manufacturer should be ISO certified.**
- **Model should be CE/BIS certified**

7. Ward Vacuum Units

- Ward vacuum unit shall be up light weight and compact.
- The unit should consist of a regulator.
- A six hundred ml reusable collection jar made up polycarbonate material at 134 degree centigrade.
- A wall bracket for mounting the jar assembly on the wall.
- The vacuum regulator shall be adjustable and have vacuum gauge which indicates suction supplied by the regulator.
- Safety trap shall be provided inside the jar to safe guard the regulator from overflowing.
- Pressure line adopter pins to be supplied in adequate nos.
- Manufacturer should be ISO certified
- **Model should be CE/BIS certified**

8.COMPRESSD AIR SYSTEM

- i) Any reputed make I.S.I /CE standard two stage two cylinder single acting reciprocating type
Splash non-lubricated air-cooled air compressor mounted on 500L capacity horizontal air receiver.
- ii) The medical air system shall conform to NFPA 99/EN ISO 7396-1/HTM02-01.Medical quality air, delivered at pressures of 700kpa (7bar) gauge for supply of the hospital medical or surgical air systems.
- iii) Automatic ON/OFF for maintaining the air pressure and volume of the receiver.
- iv) 10HP Electric motor foot mounted, dryer, starter, water cooled after cooler with moisture separator and air drier.
- v) In line filters 02no's three stages of filtration to remove oil vapour, hydrocarbon, dust particles and free from moisture to make the air supplied medical grade.
- vi) To remove maximum contamination and minimum pressure drop.
- vii) Other hardware complete with wiring, switches, interconnecting pipes and isolation valves.
- viii) Air receiver shall comply with BS EN 286-1, supplied with relevant test certificate. Each air receiver shall be hot dip galvanized inside and out and fitted with a zero loss electronic drain valve.
- ix) The receiver assembly shall be fitted with a pressure safety valve capable of passing the maximum flow output of the compressor at 10% receiver overpressure. The receiver shall be further protected by a safety pressure relief valve and include a pressure gauge.
- x) The system shall consist of one receiver vessel each shall be 500ltrs.
- xi) There shall be the following available for enhanced operation of the air plant system:-
 - a) Phase sequence relays that prevent the unintentional reverse operational of the compressor.
 - b) Synthetic oil for increase compressor life.
 - c) Tropical thermostatic sensors for high humidity.
 - d) **Reputed make I.S.I mark/CE marked standard.**
 - e) **Manufacture should be ISO 13485 certified.**

Description of goods:

Offered Price

Total

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

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. .Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of two year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
8. Installation and commissioning of the system by the Supplier's engineer at site.
9. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

TERMS AND CONDITIONS:-

PRICE:

Only the price quoted by the Supplier(s) in his / their financial proposal will be the price for payment and no other price escalation will be allowed at any circumstances.

TERMS FOR PAYMENT:-

A. The payment(s) shall be made by purchaser in Indian currencies No advance payments towards cost of Instruments and Equipments etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft amounting to 10% of the purchase order value which will be deposited in Superintendent, Svppgip. Cuttack with the warranty for 2 years agreement to the consignee.

80% of the cost of the equipment +100% turn key +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining twenty percent (20%) will be released after satisfactory working certificate received from the consignee after 6 weeks of installation subject to submission of performance security (10% of P.O. Value). For this purpose the supplier will submit two bills, one 80% of the cost of the equipment+100% turnkey +100% tax and the other for the remaining twenty percent (20%) of the cost of the equipment.

B. Before release of payment the supplier has to submit the signed agreement, warranty documents of equipment and turnkey job to the consignee. The undertaking as will also be submitted to the consignee with photocopies to the purchaser.

TURNKEY JOB:

The external power supply and place will be provided by the purchaser but the internal wiring and electrical fittings inside the room for installation & commissioning of the equipment and accessories will be provided by the supplier without any extra cost (This cost is to be included in the cost of turnkey).

DEMONSTRATION :

Demonstration of the equipment shall be done by the Supplier(s) at free of cost at the installation site of the respective institutions.

INCIDENTAL SERVICES:

The Supplier(s) shall abide by the terms and conditions under incidental services & the installation of Instrument / Equipment at the destination point (Door Delivery) of consignee and demonstrate the machine in working condition to the receiving authority.

Furnishing of tools required for assembly and / or maintenance of the supplied Instruments / Equipments.

Furnishing of detailed operations and maintenance manual literatures for each appropriate unit of supplied Goods.

Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of two (2) years i.e. the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this contract.

The successful supplier shall replace any part or whole system as may be necessary in the event of damage during transit or found damaged on arrival or during installation of the system or if found not in conformity to the specifications at his / their own cost.

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the equipments / instruments to be supplied by him / them and to provide spare parts for up keeping the Gas pipeline as an when required

The tenderers shall clearly mention the price of all the items require for functioning of central medical Gas pipeline individually, inclusive of warranty for a period of 2 (two) years commencing from the date of installation.

TESTING AND CERTIFICATIONS- The bidder should have all the tools required to test all the parameters including Flow Rate, Pressure, Cross Connections, Alarms, Isolation, Automatic Bank Switching.

SPARE PARTS:

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel during the warranty period (2 years).

COMPREHENSIVE WARRANTY :

This warranty shall remain valid for two (2) years from the date of installation & commissioning of the machine / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

The warranty will cover all the parts of the central medical Gas pipeline and any replacement or repair required within the warranty period will be provided by the supplier free of cost at the destination point (Installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during warranty period.

The Supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials (even if the advanced facilities are not mentioned in our product specification). The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

The Purchaser / consignee shall promptly notify the Supplier in writing / Fax / Telephone of any claims arising under this warranty.

If the Supplier, having been notified, fails to remedy the defect(s) within 10 days, the Purchaser may proceed to take such remedial action as may be necessary, like forfeiture of EMD or recovery from security deposit the amount of loss incurred by the purchaser.

GOVERNING LANGUAGE :

The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract which are exchanged by the parties shall be written in English.

DELIVERY OF DOCUMENT :

Four (4) copies of the Supplier invoice / bills showing purchase order number, good's description, quantity, unit price, total amount with stock entry certificate by the consignee.

Attested Photocopy of Manufacturer's / Supplier's warranty certificate. (The original warranty certificate is to be submitted to the consignee at installation point).

TERMS OF CONTRACT :

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

PENALTIES :

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by the Superintendent. by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the Superintendent. Whose decision is final & binding in the matter.

If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for use & rusted then the contract price or prices of such articles on full will be recovered from the tenderer, if payment had already been made to him or the tenderer will not be entitled to any payment for that item & no further order will be given to him. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Superintendent. and the tenderer shall be liable for all losses sustained by the Superintendent.. in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

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

ARBITRATIONS :

In the event of any dispute out of the contract, such dispute should be subject to the Jurisdiction of the Civil Court, Dist- Cuttack or High Court, Odissa

CHANGE OF TERMS AND CONDITIONS :

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

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

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)

Performance Security Bank Guarantee Format

----- [Bank’s Name and Address of issuing branch of Office]

Beneficiary:[Name and Address of the Purchaser]

Performance Guarantee No.....

We have been informed that [Name of the supplier] (hereinafter called “The Supplier” has entered into Contract No. [Reference No. of the Contract]) dated..... with you, for the supply of [description of items].

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

At the request of the supplier, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of [amount in figures]..... [amount in words]..... Upon received by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligation(s) under the contract, without your needing to prove or to show grounds for your demands or the sum specified therein.

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

[(Signatures (s))]

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 2013

BETWEEN

Name of the Supplier
With full address

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

AND

The Superintendent, Svppgip, Cuttack
Health & F.W. Department, Goo
Represented through the

_____ / THE CONSIGNEE
Hereinafter called the “PURCHASER” _____ as 2nd Party.

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

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

Name of the Item:

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

The Supplier(s) has agreed to sell the equipment(s) completed in all respects according to the Tender requirements and their / his offer dt. _____ and the Supplier(s) has also agreed to install to make them operative at the destination mentioned in the Tender document with the following descriptions and their cost mentioned against each.

**WARRANTY / GUARANTEE /AMC UNDERTAKING
(To be submitted on Rs.50/- stamp paper)**

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

I / we / M/s _____

_____ hereby declare that

- i. I / we do accept / Agree for the warranty / guarantee (2 years Warranty) as per this tender clause No. 11.1 to 11.6.
- ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
- iii. I / we do accept / agree to provide uptime guarantee 95% as per this tender clause No. 13.1.
- iv. The 2 year comprehensive warranty is valid from dt._____ to dt._____.

Date:

Signature of the competent authority

Place:

on behalf of the company / firm.

N.B:

1. To be attested by Notary Public

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

UNDERTAKING

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

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we _____ hereby declare
that

1. I / we am / are the manufacturers / authorized agents / distributors of _____.
2. I / we do accept / agree for the all clauses including the warranty 2 years and payment terms and conditions of this tender.
3. I / we do hereby confirm that the prices / rates quoted are fixed and are at par with the prices quoted by me / us to any other Govt. of India / Govt. of Orissa Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
4. I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
5. I / we have necessary infrastructure for the maintenance of the equipment and will provide all the accessories / spares as and when required.
6. I / we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee / warranty / maintenance of the machinery / equipment and have provided written confirmation for the same.
7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the equipment's repaired within 24 hours of receiving of the complaint either by letter or by telephonically from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us .

Signature of the witness

Name & address