

**संचालनालय स्वास्थ्य सेवायें**  
**मध्यप्रदेश**  
**सतपुड़ा भवन, भोपाल**

भोपाल/दिनांक 11/3/15

क्र./औ.प्र./2015/3881  
प्रति, **संयुक्त**

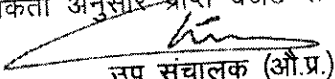
मुख्य चिकित्सा एवं स्वास्थ्य अधिकारी,  
सिविल सर्जन सह मुख्य अस्पताल अधीक्षक,

विषय:-संचालनालय द्वारा जारी निविदा क्रमांक 263/उपकरण की अनुबंध अवधि 03 माह बढ़ाई जाने बावत् ।

वर्ष 2014-15 में संचालनालय द्वारा जारी निविदा क्रमांक 263/उपकरण की अनुबंध अवधि माह फरवरी 2015 तक थी। निविदा की शर्तों अनुसार अनुबंध अवधि 03 माह बढ़ाई जा सकती है। निम्नलिखित प्रदायकर्ताओं द्वारा अनुबंध अवधि 03 माह बढ़ाने जाने हेतु सहमति दे दी गई है।

क्र.	उपकरण का नाम	प्रदायकर्ता का नाम	अनुबंध अवधि	नवीन अनुबंध अवधि
1	Radiant Heat Warmer (Model: OCW100)	M/s Phoenix Medical Systems Pvt. Limited No. 32/4, Jawaharlal Nehru Salai, Ekkattuthangal, P.O. Box- 3205, Chennai – 600 032 (INDIA) Ph.: +91-44-2225 1177 / 1178, Fax: +91-44-2225 0194 Email: sales@pmsind.com	22/02/2014 – 21/02/2015	21 / 05 / 15 तक
2.	Needle Syringe Cutter (Model: OT- 006)	M/s Medi Waves Inc. B-68, G.T. Karnal Road, Industrial Area, Delhi – 110 033 Ph.: +91-11-4238 4227 / 4365, Fax: +91-11-4704 3178 Email: sales@mediwaves.com anand_sachin@yahoo.com	24/02/2014 – 23/02/2015	23 / 05 / 15 तक
3.	Ventilator – Adult (Model: Newport e360)	M/s Covidian Healthcare India Pvt. Ltd., 10th Floor, Building No. 9B, DLF Cyber City, Phase-III, Gurgaon, Haryana – 122 002 Ph.: +91-124-4709 800/860, Fax: +91-124- 4206 850; Mobile: 99580- 93163 Email: arun.kaushik@covidien.com	24/02/2014 – 23/02/2015	23 / 05 / 15 तक
4.	SemiAutomatic Biochemistry Analyzer (Model: Prietest Touch)	M/s Robonik (India) Pvt. Ltd. Plot No. A-374, TTC, MIDC Industrial Area, Mahape Navi Mumbai – 400 710 Ph.: +91-22-6782 9700, Fax: +91-44-6782 9701 Email: marketing@robonikindia.com	28/02/2014 – 27/02/2015	27 / 05 / 15 तक

अतः उपरोक्त हेतु आपको निर्देशित किया जाता है कि आवश्यकता अनुसार प्राप्त बजट से उपरोक्त उपकरण क्रय कर सकते हैं।

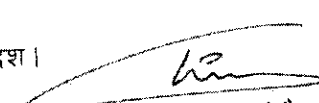
  
उप संचालक (औ.प्र.)  
संचालनालय स्वास्थ्य सेवायें  
मध्यप्रदेश

भोपाल/दिनांक 11/3/15

पृ.क्र./औ.प्र./2015/3882 -

प्रतिलिपि:-सूचनार्थ प्रेषित।

1. आयुक्त स्वास्थ्य, मध्यप्रदेश।
2. संचालक, औषधि प्रकोष्ठ संचालनालय स्वास्थ्य सेवायें, मध्यप्रदेश।
3. संचालक एन.एच.एम

  
उप संचालक (औ.प्र.)  
संचालनालय स्वास्थ्य सेवायें  
मध्यप्रदेश

**Approved Rates of Tender No. 183**

Sr. No.	Brief Description Of Equipment	Total Indicative Quantity under RC	Name and address of Supplier / Manufacturer	Warranty period	Unit Rate (inclusive of taxes) Rs.)	Applicable CMC Charges after expiry of warranty period of 3 years		Validity period of RC
1	Ambu Bags (Adult / Paed / Neonate) Model No. MCP Infant, Child, Adult	800	M/s Medi Care Products Inc. C-53A, Mansarover garden, New Delhi - 110015 Ph.011-65954347, 25155540,65471500,9312431090 E-mail: mcpeti@vsnl.com mail@medicareproduct.com	3 years	1,400	Nil		02.02.15 to 02.02.16
2	Laryngoscope (Adult / Paed / Neonate) Model No. MCP	100	M/s Medi Care Products Inc. C-53A, Mansarover garden, New Delhi - 110015 Ph.011-65954347, 25155540,65471500,9312431090 E-mail: mcpeti@vsnl.com mail@medicareproduct.com	3 years	1,499.50	Nil		02.02.15 to 02.02.16
3	Binocular Microscope Model No. RXL-5B	200	Redical Instruments 123, HSIIDC, Industrial Estate Ambala Cantt – 133001 Harayana Ph.0171-6600500 E-mail: tenders@radicalscientific.com	3 years	25,638.90	Nil		04.02.15 to 04.02.16
4	Boyle's Apparatus Model No. Allied Jupiter 200	25	Allied Medical Limited 76-77 Udhog Vihar Phase-IV Gurgao - 122015 Phone no. 91-124-4111444 sssssssE-mail: sales@alliedmed.co.in	3 years	1,55,535.29	4 <sup>th</sup> year@5% of cost of equipment	7776.76	20.01.15 to 20.01.16
						5 <sup>th</sup> year@6% of cost of equipment	9332.11	
						6 <sup>th</sup> year@7% of cost of equipment	10887.47	

5	Ceiling Shadow less Lamp Model No. SS-LED-4+4	50	M/S S S Medical System (India) Pvt.,Ltd.,4 th Floor, Silicon Tower, #7, Old Bhopal House, Lalbagh,Lucknow - 226001 E-mail: ceo@ssmedworld.com, sales@ssmedworld.com	3 years	1,61700	4 <sup>th</sup> year@6% of cost of equipment	9702	04.02.15 to 04.02.16
						5 <sup>th</sup> year@7% of cost of equipment	11319	
						6 <sup>th</sup> year@8% of cost of equipment	12936	
6.	Pulse Oxymeter Model No. SONOOX-PL	300	S.S Medical Systems (India) Pvt. Limited P1,G-floor,223 Buildcom Apartment Beside PNB ATM Shahpur Jat New Delhi- 110049 Phone: 08090075719 Email: :ceo@ssmedworld.com, sales@ssmedworld.com	3 Years	17,220	4 <sup>th</sup> year@8% of cost of equipment	1377.6	04.02.15 to 04.02.16
						5 <sup>th</sup> year@9% of cost of equipment	1549.8	
						6 <sup>th</sup> year@10% of cost of equipment	1722	
7	ECG Machine - 6 Channel Model No. PISCES-A-106 I	25	Allengers Medical Systems Ltd. S.C.O. 212-213-214, Sector 34-A Chandigarh – U.T. Pin: 160022 Phone: 0172-3258427, 28 E-mail: govt@allenger.net	3 Years	44,541	4 <sup>th</sup> year@5% of cost of equipment	2227.05	09.01.15 to 09.01.16
						5 <sup>th</sup> year@6% of cost of equipment	2672.46	
						6 <sup>th</sup> year@7% of cost of equipment	3117.87	
8	Multi Para Monitor (5 parameter) Model No. LIBRA-A-105	50	Allengers Medical Systems Ltd. S.C.O. 212-213-214, Sector 34-A Chandigarh – U.T. Pin: 160022 Phone: 0172-3258427, 28 E-mail: govt@allenger.net	3 years	71,053.50	4 <sup>th</sup> year@8% of cost of equipment	5684.28	09.01.15 to 09.01.16
						5 <sup>th</sup> year@9% of cost of equipment	6394.81	
						6 <sup>th</sup> year@10% of cost of equipment	710535	
9	X-Ray Machine 300mA Model No. MARS-30	20	Allengers Medical Systems Ltd. S.C.O. 212-213-214, Sector 34-A Chandigarh – U.T. Pin: 160022 Phone: 0172-3258427, 28 E-mail: govt@allenger.net	3 years	810953.58	4 <sup>th</sup> year@8% of cost of equipment	64876.28	09.01.15 to 09.01.16
						5 <sup>th</sup> year@9% of cost of equipment	72985.82	
						6 <sup>th</sup> year@10% of cost of equipment	81095.35	

10	Single surface Phototherapy Unit Model No. LED Overhead	150	S. S. Technomed (P) Ltd. 128, Sector A-4 Tronica city, UPSIDC Industrial Area Loni, Ghaziabad (U.P.) Phone 0120-6296390 Email: sstechnomed2@gmail.com	3 years	22074.82	4 <sup>th</sup> year@6% of cost of equipment	1324.48	23.02.15 to 23.02.16
						5 <sup>th</sup> year@7% of cost of equipment	1545.23	
						6 <sup>th</sup> year@8% of cost of equipment	1765.98	
11	Centrifuge Machine (Medium Capacity) Model No. R8C-BL with R-83	100	Remi Elektrotechnik Ltd. Remi House, 11 Cama Industrial Estate Goregaon (East) Mumbai- 400063vTelephone no. 022- 40589888 Email Adress – Sales@remilabworld.com	3 years	49386.83	4 <sup>th</sup> year@5% of cost of equipment	2469.34	21.02.15 to 21.02.16
						5 <sup>th</sup> year@6% of cost of equipment	2963.20	
						6 <sup>th</sup> year@7% of cost of equipment	3457.07	
12	Pure Tone Audiometer Model No.AD2100 with Free Field	20	ALPS International Pvt. Ltd Ashirwad commercial complex D-1, Green Park New Delhi 16 Phone 011-41755191 Email- sales@alps.in	3 years	88200	4 <sup>th</sup> year@6% of cost of equipment	5292	21.01.15 to 21.01.16
						5 <sup>th</sup> year@7% of cost of equipment	6174	
						6 <sup>th</sup> year@8% of cost of equipment	7056	

## Approved Rate Contract (RC) List of Equipment

Sr. No.	Brief Description of Equipment	Total Indicative Quantity under RC <sup>i</sup>	Name and address of Supplier / Manufacturer	Notification of Award and Technical Specifications	Warranty period	Unit Rate (inclusive of taxes) Rs.)	Applicable CMC Charges after expiry of warranty period of 3 years <sup>ii</sup>		Terms and Conditions of RC	RC No. and Dated	Validity period of RC
1	<b>Radiant Heat Warmer (Model: OCW100)</b>	167 Nos.	M/s Phoenix Medical Systems Pvt. Limited No. 32/4, Jawaharlal Nehru Salai, Ekkattuthangal, P.O. Box-3205, Chennai – 600 032 (INDIA) Ph.: +91-44-2225 1177 / 1178, Fax: +91-44-2225 0194 Email: <a href="mailto:sales@pmsind.com">sales@pmsind.com</a>	<u>As attached</u>	3 Years	35,794/-	4 <sup>th</sup> Year: @6% of Cost of Equipment	2,863.60	<u>As attached</u>	<b>GOMP/E QUIP/RC/2014/263/02 dated 22/02/2014</b>	<b>22/02/2014 – 21/02/2015</b>
							5 <sup>th</sup> Year: @7% of Cost of Equipment	3,221.55			
							6 <sup>th</sup> Year: @8% of Cost of Equipment	3,579.50			
2	<b>Needle Syringe Cutter (Model: OT-006)</b>	888 Nos.	M/s Medi Waves Inc. B-68, G.T. Karnal Road, Industrial Area, Delhi – 110 033 Ph.: +91-11-4238 4227 / 4365 , Fax: +91-11-4704 3178 Email: <a href="mailto:sales@medi-waves.com">sales@medi-waves.com</a> , <a href="mailto:anand_sachin@yahoo.com">anand_sachin@yahoo.com</a>	<u>As attached</u>	3 Years	1,260/-	Not Applicable		<u>As attached</u>	<b>GOMP/E QUIP/RC/2014/263/03 dated 24/02/2014</b>	<b>24/02/2014 – 23/02/2014</b>

3	<b>Ventilator – Adult (Model: Newport e360)</b>	10 Nos.	M/s Covidian Healthcare India Pvt. Ltd., 10 <sup>th</sup> Floor, Building No. 9B, DLF Cyber City, Phase-III, Gurgaon, Haryana – 122 002 Ph.: +91-124-4709 800/860, Fax: +91-124-4206 850; Mobile: 99580-93163 Email: <a href="mailto:arun.kaushik@covidien.com">arun.kaushik@covidien.com</a>	<u>As attached</u>	3 Years	10,13,250/-	4 <sup>th</sup> Year: @6% of Cost of Equipment	60,795.00	<u>As attached</u>	<b>GOMP/E QUIP/RC/ 2014/263 /04 dated 24/02/2014</b>	<b>24/02/2014 – 23/02/2015</b>
							5 <sup>th</sup> Year: @7% of Cost of Equipment	70,927.50			
							6 <sup>th</sup> Year: @8% of Cost of Equipment	81,060.00			
4	<b>Semi-Automatic Biochemistry Analyzer (Model: Prietest Touch)</b>	77 Nos.	M/s Robonik (India) Pvt. Ltd. Plot No. A-374, TTC, MIDC Industrial Area, Mahape Navi Mumbai – 400 710 Ph.: +91-22-6782 9700, Fax: +91-44-6782 9701 Email: <a href="mailto:marketing@robonikindia.com">marketing@robonikindia.com</a>	<u>As attached</u>	3 Years	84,000/-	4 <sup>th</sup> Year: @6% of Cost of Equipment	5,040.00	<u>As attached</u>	<b>GOMP/E QUIP/RC/ 2014/263 /01 dated 28/02/2014</b>	<b>28/02/2014 – 27/02/2015</b>
							5 <sup>th</sup> Year: @7% of Cost of Equipment	5,880.00			
							6 <sup>th</sup> Year: @8% of Cost of Equipment	6,720.00			

<sup>i</sup> The RC has been concluded for one year as mentioned above. Quantities mentioned here are indicative. All supply orders shall be placed by the Purchaser/Ordering Authority defined at GIT Clause 1.2. Order quantities may increase by not more than 50% of the qty. mentioned here depending upon the requirement of the Purchaser (s). However, this option can be exercised during validity of RC. Beyond 150% of the qty. mentioned here, supplier is not liable to supply to Ordering Authorities.

<sup>ii</sup> The Ordering Authority shall enter into Annual Comprehensive Maintenance Contract (CMC) with the Supplier for the next three years after completion of warranty period (Ref. GCC Clause 15.8 of Terms and Conditions of Rate Contract)

## **TERMS AND CONDITIONS OF RATE CONTRACT (RC)**

### **1. Definitions and Abbreviations**

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Consignee" means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (ii) "Contract" means the written agreement entered into between the Tender Inviting Authority and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (iii) "Day" means calendar day.
- (iv) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (v) "Goods" means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated softwares, industrial plant etc. which the supplier is required to supply to the Tender Inviting Authority under the contract.
- (vi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (vii) "Manufacturer" means original equipment manufacturer of the quoted product in this tender.
- (viii) "Ordering Authority" OR "Purchaser" means the competent authorities of DoPH& FW, Medical Education, GAS Rahat departments of Government of Madhya Pradesh (herein after referred to as "Ordering Authority") in their respective jurisdictions, purchasing goods and services as incorporated in the Tender Enquiry document, namely:
  - a. Tender Inviting Authority Director (Incharge Procurement)/Director Medical Services
  - b. Chief Medical & Health Officer
  - c. Chief Medical & Health Officer, Gas Rahat
  - d. Civil Surgeon cum Hospital Superintendent
  - e. Superintendent, SpecialHospitals
  - f. Superintendents, Gas Rahat hospitals
  - g. Superintendent cum Joint DirectorMedicalCollege
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

- (x) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xi) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (xiii) "Tender Inviting Authority" is Director Medical Services (Incharge Procurement), Directorate of Health Services, SatpudaBhavan, Bhopal (MP).
- (xiv) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (xv) "Tenderer" means Bidder/ the Individual/Firm or company submitting Bids / Quotation / Tender

### 1.3 Abbreviations:

- (i) "BG" means Bank Guarantee
- (ii) "CD" means Custom Duty
- (iii) "CENVAT" means Central Value Added Tax
- (iv) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive/ breakdown maintenance)
- (v) "CST" means Central Sales Tax
- (vi) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (vii) "DP" means Delivery Period
- (viii) "ED" means Excise Duty
- (ix) "GCC" means General Conditions of Contract
- (x) "GIT" means General Instructions to Tenderers
- (xi) "LC" means Letter of Credit
- (xii) "NIT" means Notice Inviting Tenders.
- (xiii) "RR" means Railway Receipt
- (xiv) "RT" means Re-Tender.
- (xv) "SCC" means Special Conditions of Contract
- (xvi) "SIT" means Special Instructions to Tenderers
- (xvii) "TE Document" means Tender Enquiry Document
- (xviii) "VAT" means Value Added Tax
- (xix) AERB means Atomic Energy Regulatory Board
- (xx) DoPH& FW means Department of Health & Family Welfare, Govt. of MP
- (xxi) HOD means Head of Department
- (xxii) OA means Ordering Authority
- (xxiii) TIA means Tender Inviting Authority



**Section - I**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. Application**

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, and Notification of Award issued by Tender Inviting Authority.

**2. Use of contract documents and information**

- 2.1 The supplier shall not, without the Tender Inviting Authority's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Tender Inviting Authority in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the Tender Inviting Authority's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the Tender Inviting Authority and, if advised by the Tender Inviting Authority, all copies of all such documents shall be returned to the Tender Inviting Authority on completion of the supplier's performance and obligations under this contract.

**3. Intellectual Property Rights**

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

**4. Country of Origin**

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

**5. Performance Security**

- 5.1 Within twenty one (21) days from date of the issue of intimation letter/ notification of award by the Tender Inviting Authority/Ordering Authority, the supplier, shall furnish performance security to the Tender Inviting Authority for an amount equal to ten percent (10%) of the total value of the rate contract amount, valid up to one hundred & eighty (180) days after the date of completion of all contractual obligations by the supplier, including the warranty obligation.
- 5.2 The Performance security (at 5.1 above) shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
  - a) It shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Tender Inviting Authority.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of Bank Guarantee for CMC security as per Proforma in Section XIV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same validity in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into CMC as per the 'Contract Form – B' in Section XIV with Tender Inviting Authority/respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.2 above, the Tender Inviting Authority/Ordering Authority will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of bank guarantee for CMC security in favour of Tender Inviting Authority as per the format in Section XV. If Tender Inviting Authority doesn't enter into CMC with the supplier in spite of repeated reminders by the supplier, Tender Inviting Authority is bound to release the Performance Security within six months after its due date of release.

## **6. Technical Specifications and Standards**

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

## **7. Packing and Marking**

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in

Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

### 7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each ordering authority/consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. Contract number and date
- b. Brief description of goods including quantity
- c. Packing list reference number including relevant code numbers of the accessories
- d. Country of origin of goods
- e. Ordering Authority/consignee's name and full address including contact numbers and
- f. Supplier's name and address including contact numbers

## 8. Inspection, Testing and Quality Control

- 8.1 Before despatch of the ordered goods, supplier, at its own cost, has to carry out pre-despatch inspection of the ordered goods by empanelled inspection agency (ies) of CE/US FDA 21 CFR compliance certifying body (ies) through ASTM standards. Before submitting the product for inspection through empanelled agency(ies), the manufacturer must provide test certificate detailing in house tests carried out and the product's compliance. The test certificate must include performance parameters of all sub-systems and components.
- 8.2 The Tender Inviting Authority (TIA) and/or its nominated representative(s) may, without any extra cost to the Tender Inviting Authority, inspect and/or test the ordered goods, its manufacturing line and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The TIA shall inform the supplier in advance, in writing, the TIA's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the Tender Inviting Authority and/or its nominated representative(s).
- 8.3 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the Tender Inviting/ Ordering Authority's inspector at no charge to the Tender Inviting Authority/ Ordering Authority.
- 8.4 Tender Inviting Authority or Ordering Authority or their representative shall also inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract at the site of final destination (at consignee's premises).
- 8.5 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Tender Inviting/Ordering Authority's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Tender

Inviting/Ordering Authority and resubmit the same to the Tender Inviting/Ordering Authority's inspector for conducting the inspections and tests again.

- 8.6 In case the contract/supply order stipulates pre-despatch inspection of the ordered goods at supplier's premises by Tender Inviting Authority, the supplier shall put up the goods for such inspection to the inspector(s) of Tender Inviting Authority well ahead of the contractual delivery period, so that the Tender Inviting Authority's inspector is able to complete the inspection within the contractual delivery period.
- 8.7 If the supplier tenders the goods to the Inspector(s) of Tender Inviting Authority for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Tender Inviting Authority under the terms & conditions of the contract.
- 8.8 The Tender Inviting Authority's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting/Ordering Authority's inspector during pre-despatch inspection mentioned above.
- 8.9 Goods accepted by the Tender Inviting Authority/Ordering Authority and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Tender Inviting Authority's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

## **9. Terms of Delivery**

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

## **10. Transportation of Goods**

- 10.1 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:  
In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

## **11. Insurance:**

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- i) in case of supply, of domestic goods including goods already imported in India, on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be

obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

- ii) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

## **12. Consumables & Spare parts**

12.1 Unless specified in the Technical Specifications/List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to consumables/ spare parts manufactured and/or supplied by the supplier:

- a) All equipment as specified in the List of Requirement should be able to operate with standard quality consumables available in open market. The bidder shall specify it in its bid and shall provide standard specifications in sufficient details of all consumables required to operate the equipment to enable the purchaser to try for these consumables in the open market. It is the purchaser's prerogative to purchase standard quality consumables/spare parts from any source available in the market and this act shall not relieve the supplier from any contractual obligation including warranty & CMC obligations.
- b) The spare parts as selected by the Tender Inviting Authority/Ordering Authority to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- c) In case the production of the spare parts is discontinued the supplier shall give:
  - i) Sufficient advance notice to the Tender Inviting Authority/Ordering Authority before such discontinuation to provide adequate time to the Tender Inviting/Ordering Authority to purchase the required spare parts etc., and
  - ii) Immediately following such discontinuation, providing the Tender Inviting Authority/Ordering Authority, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Tender Inviting Authority/Ordering Authority.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority/Ordering Authority promptly on receipt of order from the Tender Inviting Authority/Ordering Authority.

## **13. Incidental services**

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

- a. Inform pre-requisite for installation & commissioning such as civil/electrical/miscellaneous requirement well in advance to the ordering authority.
- b. Installation & commissioning, Supervision and Demonstration of the goods
- c. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- d. Providing Standard Operating Procedure detailing operational guidelines, limitations, precautions, routine maintenance and Do's & Don'ts.
- e. The supplier shall help in preparing a log-book.
- f. Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- g. Supplying required number of operation & maintenance manual for the goods

#### **14. Distribution of Dispatch Documents for Clearance/Receipt of Goods**

The supplier shall send all the relevant despatch documents well in time to the Tender Inviting Authority/Ordering Authority/Consignee to enable the Tender Inviting Authority/Ordering Authority/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the Tender Inviting Authority, Ordering Authority/consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract) keeping in view that the notification should reach the concerned authority not on a closed day/public holiday:

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the Inspection agency;
- (v) Certificate of origin;
- (vi) Insurance Certificate as per GCC Clause 11.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

#### **15. Warranty and CMC**

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the Tender Inviting Authority in the contract. The supplier further warrants that

the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Tender Inviting Authority's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The **warranty** shall remain valid for 36 months from the date of installation & commissioning except for the following,

a. for 5 (Five) Years exclusively for items mentioned below:

**1. MRI Unit**

**2. CT Scan Simulator**

**3. 64 Slice CT Scan**

followed by CMC for a period of 3 (Three ) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Tender Inviting Authority/Ordering Authority in terms of the contract, unless specified otherwise in the SCC.

b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.

c. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:-

- X-ray and CT tubes and high-tension cables.
- Helium replacement
- Any kind of motor.
- Plastic & Glass Parts.
- All kind of sensors including oxygen sensors.
- All kind of coils, probes and transducers including ECG cable, BP transducers, SpO2 Probes, Ultrasound and Colour Doppler Transducers/ probes, BP cuffs, Defibrillator internal and external paddles, chart recorders, ventilator reusable patient circuits, servo humidifier with chamber, electrodes and probes for blood gas analyzer, MRI coils.
- All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys etc.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

d. Replacement and repair will be under taken for the defective goods.

e. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the Tender Inviting Authority/Ordering Authority/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof,

free of cost, at the ultimate destination. If any part is required to be replaced, the defective equipment should be made functional within 72 hours from the time of breakdown call to the supplier. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority/Ordering Authority for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.

- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the Tender Inviting Authority.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 72 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the Tender Inviting Authority may proceed to take such remedial action(s) as deemed fit by the Tender Inviting Authority/Ordering Authority, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Tender Inviting Authority may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 4 months commencing from the date of the installation/commissioning for preventive maintenance of the goods and any no. of breakdown calls. The supplier shall also carry out calibration of equipment during warranty period as per manufacturer's guidelines.
- 15.8 The Tender Inviting Authority shall enter into Annual Comprehensive Maintenance Contract (CMC) with the Supplier for the next three years after completion of warranty period. CMC is an extension of warranty period. All conditions w.r.t. replacement of parts and accessories shall also be applicable during CMC period. Tender Inviting Authority shall pay CMC rates as prescribed in Annexure 'A' plus applicable service tax. TIA shall enter into CMC only for those equipment which are mentioned in Annexure 'A'.
- 15.9 The supplier and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the Tender Inviting Authority for 10 years from the date of installation and handing over.
- 15.10 The Supplier and the CMC Provider shall always accord most favoured client status to the Tender Inviting Authority vis-à-vis its other Clients/Tender Inviting Authority of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Tender Inviting Authority/Ordering Authority/Consignee.
- 15.12 During CMC period, the supplier is required to visit at each consignee's site at least once in 4 months commencing from the date of entering into CMC contract for preventive maintenance of the goods and any no. of breakdown calls. During CMC too, CMC provider shall calibrate the equipment as per manufacturer's guidelines.
- 15.11 If the supplier, having been notified during CMC period, fails to respond to take action to repair or replace the defect(s) within 72 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, impose liquidated damages, a sum equivalent to 0.1% per day of delay up to 7 days, 0.2% per day of delay up to 14 days and 0.25% per day of delay beyond 14 days of equipment purchase cost.

## **16. Assignment**



16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

## **17. Sub Contracts**

17.1 The Supplier shall notify the Tender Inviting Authority in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract. Sub contracts shall not be inconsistent with the terms of the tender/contract agreement.

17.2 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

## **18. Modification of contract**

18.1 If necessary, the Tender Inviting Authority may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the Tender Inviting Authority,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Tender Inviting Authority/Ordering Authority, the supplier shall convey its views to the Tender Inviting Authority/Ordering Authority within twenty-one days from the date of the supplier's receipt of the Tender Inviting Authority's/Consignee's amendment / modification of the contract.

## **19. Prices**

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

## **20. Taxes and Duties**

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the Tender Inviting Authority.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

## **21. Terms and Mode of Payment**

### **21.1 Payment Terms**

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

#### **A) Payment for Domestic Goods Or Foreign Origin Located Within India.**

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

##### **a) On delivery:**

85% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Test certificate issued by In-house Quality control department;
- (iii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iv) Two copies of packing list identifying contents of each package;
- (v) Inspection certificate issued by the Inspection agency as per clause GCC 8;
- (vi) Insurance Certificate as per GCC Clause 11;
- (vii) Certificate of origin.

##### **b) On Acceptance:**

Balance 15% payment would be made against 'Final Acceptance Certificate' as per Section XVII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

#### **B) Payment of Turnkey, if any:**

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule or by Tender Inviting Authority and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the supplier.

#### **C) Payment for Annual Comprehensive Maintenance Contract Charges:**

The Tender Inviting Authority will enter into CMC with the supplier at the rates as stipulated under clause GCC 15 (mentioned at Annexure 'A'). The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee and on receipt of bank guarantee, for an amount equivalent to 10 % of the CMC contract cost, as per format given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 The payment shall be made in Indian currency only.

- 21.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Tender Inviting/ respective consignees (as the case may be).
- 21.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.7 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Tender Inviting Authority/Ordering Authority/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Tender Inviting Authority/Ordering Authority forthwith.
- 21.8 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report any time subsequently from the date of despatch of goods.
  - (b) Delay in supplies, if any, has been regularized.
  - (c) The contract price where it is subject to variation has been finalized.
  - (d) The supplier furnishes the following undertakings:

"I/We, \_\_\_\_\_ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the Tender Inviting Authority or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report any time subsequently till the expiry of warranty/CMC period (as the case may be) from the date of receipt of this balance payment.

## **22. Delay in the supplier's performance**

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Tender Inviting Authority/Ordering Authority in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security and
  - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Tender Inviting Authority/Ordering Authority in writing about the same and its likely duration and make a request to the Tender Inviting Authority/Ordering

Authority for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Tender Inviting Authority/Ordering Authority shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(a) The Tender Inviting Authority/Ordering Authority shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Tender Inviting Authority/Ordering Authority shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Tender Inviting Authority/Ordering Authority/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Tender Inviting Authority.

### **23. Liquidated damages**

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Tender Inviting Authority/Ordering Authority/Consignee shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/Ordering Authority/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, the order stands cancelled and LD shall be imposed on the value of the unexecuted order. Security Deposit of such suppliers can also be forfeited besides taking other penal action like debarment from participating in present and future tenders of the tender inviting authority etc.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

#### **24. Termination for default**

- 24.1 The Tender Inviting Authority/Ordering Authority , without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/Ordering Authority), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/Ordering Authority pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Tender Inviting Authority/Ordering Authority terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Tender Inviting Authority/Ordering Authority may carry out risk purchase goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Tender Inviting Authority/Ordering Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority/Ordering Authority for arranging such procurement.
- 24.3 Unless otherwise instructed by the Tender Inviting Authority/Ordering Authority, the supplier shall continue to perform the contract to the extent not terminated.

#### **25. Termination for insolvency**

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/Ordering Authority.

#### **26. Force Majeure**

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/Ordering Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Tender Inviting Authority/Ordering Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/Ordering Authority in writing, the supplier shall continue to perform its

obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Tender Inviting Authority/Ordering Authority is unable to fulfil its contractual commitment and responsibility, the Tender Inviting Authority/Ordering Authority will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. Termination for convenience**

- 27.1 The Tender Inviting Authority/Ordering Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/Ordering Authority's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/Ordering Authority. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Tender Inviting Authority/Ordering Authority following the contract terms, conditions and prices. For the remaining goods and services, the Tender Inviting Authority/Ordering Authority may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

## **28. Governing language**

- 28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

## **29. Notices**

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **30. Resolution of disputes**

- 30.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/Ordering Authority and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Tender Inviting Authority/Ordering Authority or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 30.3 All disputes arising out of tendering process shall be within the jurisdiction of High Court of Madhya Pradesh, principal seat at Jabalpur, India.
- 30.4 Arbitration proceedings shall be convened by a panel of three arbitrators, one arbitrator each shall be nominated by both the parties and the third arbitrator shall be appointed with the mutual consultation and consent of both the arbitrators.
- 30.5 The award passed by the arbitrators shall be final and binding.
- 30.6 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhopal, Madhya Pradesh, India.

### **31. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

### **32. General/ Miscellaneous Clauses**

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Tender Inviting Authority/Ordering Authority /the Government of Madhya Pradesh of any material change would impact on performance of its obligations under this Contract.
- 32.4 Each member/constituent of the Supplier/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Tender Inviting Authority/Ordering Authority/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 32.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/Ordering Authority/Government of Madhya Pradesh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

## **SECTION – II**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.



**SECTION – XIV**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY**

To

**Director Medical Services, In charge Procurement, Directorate of Health Services, Government of Madhya Pradesh, 4Th Floor SatpuraBhawan Bhopal-462004/ Hospital / Institution in case of CMC**

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 30 (thirty) months from the date of Notification of Award i.e. up to ----- (indicate date)

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**CONTRACT FORM – B**  
**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annual CM Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
 Between \_\_\_\_\_

(Address of Head of Hospital/Institute/Medical College)  
 And \_\_\_\_\_

(Name & Address of the Supplier)

Ref: Contract No \_\_\_\_\_ dated \_\_\_\_\_ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

2. The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

1	2	3	4			5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.			Total Annual Comprehensive Maintenance Contract Cost for 3 Years  [3 x (4a+4b+4c)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	
			a	b	c	

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, \_\_\_\_\_ & \_\_\_\_\_) and Turnkey (if any).
- d) There will be 96% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with financial penalty and to extend CMC period by double the downtime period.

- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 4 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till \_\_\_\_\_ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 10 % of the CMC contract cost ] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Tender Inviting Authority/Ordering Authority.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. \_\_\_\_\_ (equivalent to 10 % of the CMC contract value as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** \_\_\_\_\_ (name of the TIA 's authorised official)

\_\_\_\_\_  
**(Signature, name and address  
of Tender Inviting Authority's authorised official)**  
**For and on behalf of**\_\_\_\_\_

Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the supplier's executive  
duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_  
(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**SECTION – XVI**  
**CONSIGNEE RECEIPT CERTIFICATE**

**(To be given by consignee’s authorized representative or by duly authorised person of Ordering Authority/TIA)**

The following store (s) has/have been received in good condition:

- 1) Contract No. & date : \_\_\_\_\_
- 2) Supplier’s Name : \_\_\_\_\_
- 3) Consignee’s Name & Address with telephone No. & Fax No. : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity Supplied : \_\_\_\_\_
- 6) Date of Receipt by the Consignee : \_\_\_\_\_
- 7) Name and designation of Authorized Representative of Consignee : \_\_\_\_\_
- 8) Signature of Authorized Representative of Consignee with date : \_\_\_\_\_
- 9) Seal of the Consignee : \_\_\_\_\_

**SECTION – XVII**

**Proforma of Final Acceptance Certificate by the Consignee**

No \_\_\_\_\_

Date \_\_\_\_\_

To

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant.

**01. This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.**

(a) Contract No \_\_\_\_\_  
dated \_\_\_\_\_

(b) Description of the equipment(s)/plants:  
\_\_\_\_\_

(c) Equipment(s)/ plant(s)  
nos.: \_\_\_\_\_

(d) Quantity:  
\_\_\_\_\_

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note  
no \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the vessel/Transporters: \_\_\_\_\_

(g) Name of the Consignee: \_\_\_\_\_

(h) Date of commissioning and proving test: \_\_\_\_\_

**01. Details of accessories/spares not yet supplied and recoveries to be made on that account.**

Sl. No.	Description of Item	Quantity	Amount to be recovered
---------	---------------------	----------	------------------------

- 
- a. The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
  - b. The supplier has successfully demonstrated the working of the equipment.
  - c. The supplier has provided training to the operating staff
  - d. The supplier has also provided Standard operating Procedure for operational guidelines, precautions, limitations including preliminary maintenance instructions
  - e. The supplier has fulfilled its contractual obligations satisfactorily ##

OR

02. The supplier has failed to fulfil its contractual obligations with regard to the following:

- a. He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
- b. He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Tender Inviting Authority/Ordering Authority in respect of the installation of the equipment(s)/plant(s).
- c. The supplier, as specified in the contract, has not done training of personnel.

Signature

Name

Designation with stamp

**## Explanatory notes for filling up the certificate:**

- a. **He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.**
- b. **He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Tender Inviting Authority/Ordering Authority in respect of the installation of the equipment(s)/plant(s).**
- c. **Training of personnel has been done by the supplier as specified in the contract**

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms

## Approved Rates of Tender No 232 (Equipments)

Sr. No	Brief Description of Equipment	Total Indicative Quantity under RC	Name and address of Supplier / Manufacturer	Notification of Award and Technical Specifications	Warranty period	Unit Rate (inclusive of taxes) Rs.)	Applicable CMC Charges after expiry of warranty period of 3 yearsii	Terms and Conditions of RC	RC No. and Dated	Validity period of RC						
01	C-ARM Imaging Attachment Table	16	M/s. Staan Bio Med Engineering Private Limited 190- A- Bharathiar Road, Ganapathi, Coimbatore Phone09363121030 Mail id- staan3@gmail.com	As attached	3 Years	2,15,249.58	Not Applicable	As attached	equipment GOMP/E QUIP/RC/ 2014/232/ dated 3/6/14	22-11-14-to 22-11-15						
02	Phaco Emulsification Machine	10	M/s. Abbott Medical OPTics Ltd , the masterpiece, level 5, Golf course road, sector-54, Gurgaon-122002. Phone-0124-4618000 Cell- 9958000563 Mail idsudhir.singh@amo.abbott.com	As attached	3 Years	1821999.90	<table border="1"> <tr> <td>4th Year: @5% of Cost of Equipm ent</td> <td>637700</td> </tr> <tr> <td>5th Year: @6% of Cost of Equipm ent</td> <td>765240</td> </tr> <tr> <td>6th Yr: @7% of Cost of Equipm ent</td> <td>892780</td> </tr> </table>	4th Year: @5% of Cost of Equipm ent	637700	5th Year: @6% of Cost of Equipm ent	765240	6th Yr: @7% of Cost of Equipm ent	892780	As attached	equipment GOMP/E QUIP/RC/ 2014/232/ dated 3/6/14[	12-12-14-to 12-12-15
4th Year: @5% of Cost of Equipm ent	637700															
5th Year: @6% of Cost of Equipm ent	765240															
6th Yr: @7% of Cost of Equipm ent	892780															

03	Monocular Microscope	07	M/s Sudheer Scientific Works, 1265, Bengali Mohalla, Ambala Cantt. Phone num- 0171-2631615 Mail id- info@suswox.com	As attached	3 years	10686	Not Applicable		As attached	equipment GOMP/E QUIP/RC/ 2014/232/ dated 3/6/14	12-12-14-to 12-12-15
04	Donor Couch	02	M/s Remi Elektrotechnik Limited , remi house, 11, Cama industrial estate, Goregaon (E) Mumbai. Phone num- 022-40589888	As attached	3 years	96756.53	Not Applicable		As attached	equipment GOMP/E QUIP/RC/ 2014/232/ dated 3/6/14	22-11-14 to 22-11-15
05	C-arm Imaging System	12	M/s. Allengers Medical Svstems ltd., SCO-212-213-214, Sector 34-A, Chandigarh. Cell-9329784442 Phone-0172-3012280 Email idss.rathore@allengers.net	As attached	3 years	1186275.30	4th Year: @9% of Cost of Equip ment	1708240	As attached	equipment GOMP/E QUIP/RC/ 2014/232/ dated 3/6/14	22-11-14 to 22-11-15
							5th Yr: @10% of Cost of Equip ment	1898048			
							6th Yr: @11% of Cost of Equip ment	2087840			



06	Blood Collection Monitor	01	M/s. Terumo Penpol Limited, flat num 204, B wing, daulat nagar, SV road, Borivali (E) Mumbai-400066 Phone-022-28938683 Cell-9870020089 Mail idmannabr@terumopenpol.com	As attached	3 years	77,059	4th Year: @5% of Cost of Equipment	96325	As attached	equipment GOMP/E QUIP/RC/ 2014/232/ dated 3/6/14	22-11-14 to 22-11-15
							5th Year: @6% of Cost of Equipment	115600			
							6th Year: @7% of Cost of Equipment	134850			

**Directorate of Health Services, Bhopal**

**Approved Items - Tender No. 182 - Rate Contract of Hospital Equipments**

Sr . No.	Brief Description of Equipment	Total Indicative Quantity under RCi	Name and address of Supplier / Manufacturer	Warranty period	Unit Rate (inclusive of taxes) Rs.)	Applicable CMC Charges after expiry of warranty period of 3 years		RC No. and Date	Validity period of RC
1	Audiator Brain Stem response(ABER)Screening/Brainstem Evoked Audiometer with ASSR , Model- EPIC -Plus	07	M/s Ortholine,15 Gurjar shopping Complex, Tulsi Nagar, Bhopal Phone no.9826024974 0755-280860 Mail idajay98260@yahoo.co.nz	03	6,47,750/-	4 <sup>th</sup> year @4% cost of equipment	25910	182-dt-5-3-14	24-1-15 to 24-01-16
						5 <sup>th</sup> year @5% cost of equipment	32387		
						6 <sup>th</sup> year @6% cost of equipment	38865		
2	Otoacoustic Emission Screener, Model- Titan (DP+TE)with Printer	07	M/s Alps international pvt Ltd, Ashirwad commercial Complex, D- 1, green Park, N-Delhi. Phone-9810017455 011-41755191 Mail id- sales@alps.in	03	2,98,200/-	4 <sup>th</sup> year @4% cost of equipment	11928	182-dt-5-3-14	24-1-15 to 24-01-16
						5 <sup>th</sup> year @5% cost of equipment	14910		
						6 <sup>th</sup> year @6% cost of equipment	17892		