

**REGIONAL INSTITUTE OF MEDICAL SCIENCES
IMPHAL**

Re-tender Notice No. ULT/RAD/RIMS-11:

Dated, the 1st February, 2012.

Due date:-16th February 2012

TERMS AND CONDITIONS OF SUPPLY

1. RECEIPT OF TENDERS:

Tender must reach this office not later than the date time specified in the tender notice as mentioned above. Late tenders including postal/courier delays may not be considered at the discretion of this office.

2. OPENING OF TENDER :

Tenders shall be opened on the day as specified in the tender notice. Tenderers or their representatives duly authorized may be present at the time of opening of the Tenders. If the date of opening of the tender is declared as Holiday or otherwise, the same will be opened on the next working day of the stipulated date of opening of the tender.

3. TENDER SHOULD BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:

PART-I :- TECHNO-COMMERCIAL BID IN ONE SEALED COVER.

PART-II:- PRICE BID/FINANCIAL BID IN ONE SEALED COVER.

BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN ONE OUTER COVER INDICATING THEREON:

- i) Reference No. of the Tender _____
- ii) Tender regarding _____
- iii) Due date for submission of the tender : _____
- iv) Due date for opening of the tender _____
- v) Name of the firm _____

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNO-COMMERCIAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLY BE ACCOMPANED WITH THE TECHNICAL BID, VALID ORIGINAL SALE TAX CLEARANCE CERTIFICATE.

NOTE:- TENDERS SUBMITTED WITHOUT FOLLOWING TWO BID SYSTEM PROCEDURE AS MENTIONED ABOVE WILL BE SUMMARILY REJECTED.

- 4 The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. Excise Duty, if any, should be shown separately. Tender not conforming to these requirements shall be rejected and no correspondence will be entertained whatsoever.
- 5 IN CASE OF IMPORT, THE TENDERERS ARE REQUIRED TO QUOTE FOR & CIF VALUE SEPARATELY DULY MENTIONING THE BREAKUP DETAILS FOR FREIGHT & INSURANCE. THIS CONDITION SHOULD BE STRICTLY ADHERED TO, FAILING WHICH THEIR TENDER WILL BE SUMMARILY REJECTED.
- 6 The Tender Forms be clearly filled in ink legibly or type written giving full address of the tenderers. The tenderers should quote in figures as well as in words the rates amount tendered by him/them. If there is any discrepancy between the figures and words, the amount written in words will prevail. Alterations/over-writings, unless legibly attested by the tenderer, shall disqualify the tenders. The tenders should be signed by the tenderer himself/themselves or his/their authorized agent on his/their behalf (Authorization may be enclosed, if applicable).
- 7 The tenderer should take care that the rates and amounts are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
- 8 The tender rates should be kept open/valid for a period of 6 (six) months from the date the tenders are opened.
- 9 The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principal's name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. Sub-distributors will not be accepted.
- 10 Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.
- 11 EACH TENDER SHOULD BE ACCOMPANED WITH AN EMD/BID SECURITY (mentioned below) BY WAY OF DEMAND DRAFT DRAWN FROM ANY NATIONALIZED BANK IN FAVOUR OF "Director, Regional Institute of Medical Sciences, Imphal" FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED. CASH/CHEQUE IS NOT ACCEPTABLE AT ALL. THE EMD/BID SECURITY DEPOSIT AGAINST OTHER TENDERS CANNOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY.

SL.No.	Name of Department	Item	Quality	EMD
1	Radiodiagnosis Deptt.	Color Doppler Ultrasound System with accessories	2(two) nos.	Rs.24,000/-
2	Cardiology Deptt.	Color Doppler Ultrasound System with accessories	1 (one) no.	Rs.12,000/-
3	Anatomy Deptt.	Black and white Ultrasound System with accessories	1 (one) no.	Rs.8,000/-
4	Physical Medicine & Rehabilitation Deptt.	Black and white Ultrasound System with accessories	1 (one) no.	Rs.8,000/-
5	Urology Deptt.	Black and white Ultrasound System with accessories	1 (one) no.	Rs.8,000/-

12 If the delivery is not effected on due date, the Director, Regional Institute of Medical Sciences, Imphal will have the right to impose penalty as under:

(A) First extension for one month or part thereof @ 2% of the cost of the equipment

(B) Second extension for an additional month @3% of the cost of equipment.

13 In case of non supply of Stores within the date i.e. within the date of delivery, the Director, Regional Institute of Medical Sciences, Imphal will have the right to impose penalty, as deemed fit, to resort to risk purchase in full or part thereof at his/her discretion. His/her decision shall be final and binding.

14 SOFTWARE AND HARDWARE UPGRADATION

Free up-gradation of software (all update & upgrades) upto 5 years.

15 Any other statutory levy imposed by the Government of India from time to time will be authorized extra on demand with adequate proof thereof.

16 Force majeure will be accepted on adequate proof thereof.

- 17 The Director, Regional Institute of Medical Sciences, Imphal shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.
- 18 No payment shall be made for rejected Stores. Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any further notice.
- 19 The Director, Regional Institute of Medical Sciences, Imphal reserves the right to cancel/reject full or any part of the tender which do not fulfill the conditions stipulated in the tender.
- 20 Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
- 21 The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
- 22 Any action on the part of the tenderer to influence anybody in this Institute will be taken as an offence. He will not be allowed to participate in the tender enquiry and their offer will not be considered.
- 23 Material conforming to the specifications should be quoted. In case of alternative offers, full specifications and utility should be indicated. Leaflets, literatures, should invariably be attached for ready reference clearly marking the item No.
- 24 Genuine equipments and instruments etc., should be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers.
- 25 The tenderers are required to quote the mode of shipment by Air/Sea/Airport Parcel and should give separate breakup of freight and Insurance Charges.
- 26 Supply of equipment means-Installation and Commissioning at site. No separate charges will be paid on this account.
- 27 **UP TIME GUARANTEE:**
The firm should provide uptime guarantee of 95%.
- 28 **Downtime Penalty Clause**
 - a. During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs.) if downtime exceeds 5%, penalty in the form of extended warranty to the

extent of, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least TEN YEAR after handing over the unit to the Institute. If accessories/other attachment of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.

In no case instrument should remain in non-working condition for more than 14 days, beyond which a penalty of 1% of machine cost will be charged per day.

- b. The Principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

29 **GUARANTEE/WARRANTY PERIOD:** THE TENDERERS MUST QUOTE FOR 5 YEARS COMPREHENSIVE WARRANTY FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION. THE WARRANTY CHARGES SHALL NOT BE QUOTED SEPARATELY OTHERWISE THE OFFER SHALL BE SUMMARILY REJECTED. ALSO THE BIDDERS ARE REQUESTED TO SUBMIT THEIR QUOTE FOR SUBSEQUENT 5 YEARS COMPREHENSIVE AMC. FAILURE TO COMPLY THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS. THE PRICE COMPARISON SHALL BE MADE TAKING INTO ACCOUNT ON BASIC PRICE AND POST WARRANTY COMPREHENSIVE AMC.

30 **DELIVERY:** The successful bidders should strictly adhere to the following delivery schedule Supply, installation & Commissioning should be effected within 6 to 8 weeks from the date of Supply Order and this clause should be strictly adhered to failing which necessary administrative action as deemed fit under rules will be taken against the defaulter.

31 **SPARE PARTS:** The separate price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee/warranty period must be attached/enclosed along with the sealed quotation. Without this quotation will not be considered.

If any spares & accessories other than the price list attached/enclosed by the firm are required for future repair it will be borne by the firm only.


- 32 The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private Institution. The tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs. 10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organisation.
- 33 Payment of Agency Commission, if any, payable in rupees must be indicated. If no Agency Commission is admissible from the foreign suppliers must be indicated specifically.
- 34 Tenderers should clearly indicate the name of the Manufacturers/Beneficiary of the Letter of Credit, country of Origin, place of shipment/Airfreightment etc.(where applicable)
- 35 Local agents quoting on behalf of their foreign suppliers must attach authority letter in their favour.
- 36 SUCCESSFUL TENDERERS WILL HAVE TO FURNISH PERFORMANCE BANK GUARANTEE FOR 10% CONTRACT VALUE FROM ANY NATIONALISED BANK VALID FOR THE WARRANTY PERIOD.
- 37 (a.) The supplier shall furnish a list of organizations where the equipment, in question, has/have been supplied during the last one year.
- (b). Your tender copy should be accompanied by hard as well as soft copy (Microsoft Word/Excel) for technical bid and price bid. Unless soft copy is submitted, tenders shall not be entertained.
- 38 a) **PAYMENT TERMS (IN CASE OF IMPORTS)**
- I) Agency Commission will be paid to Indian agents in Indian Rupees, after satisfactory installation of equipment.
 - II) Letter of Credit will be opened on FOB/CIF value, as the case may be, for full amount after deducting the Agency commission/Technical Service Charges.
 - III) 100% payment shall be released against presentation of shipping documents against a performance Bank Guarantee valid for the warranty period for 10% value from any Nationalized Bank. Otherwise 90% payment will be released against presentation of shipping documents & balance 10% payment will be released after Installation against Bank Guarantee.

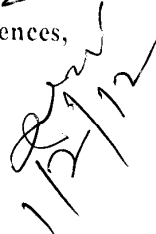
b) PAYMENT TERMS (IN CASE OF RUPEE OFFER)

I) 100% PAYMENT WILL BE MADE AFTER SUPPLY, installation & satisfactory demonstration of the said equipment subject to submission of Performance Bank Guarantee for 10% value of the order valid for the comprehensive warranty period from any Nationalised Bank OTHERWISE 90% PAYMENT WILL BE RELEASED AFTER INSTALLATION & BALANCE 10% PAYMENT WILL BE RELEASED AFTER WARRANTY PERIOD OR AGAINST BANK GUARANTEE FOR THE WARRANTY PERIOD.

II) Payment shall be made through Demand Draft or Electronic Clearing System. In case of Demand Draft the same will be dispatched through Registered Post.

39 Tenders should carefully read the above terms and conditions for necessary compliance and one copy should be returned to the undersigned duly signed with stamp. Any doubt as to the implication, any part of these General terms & Conditions or the specifications, may be got clarified from this office before submission of tender.


(Prof. S. Sekharjit Singh)
Director, 1/2/12
Regional Institute of Medical Sciences,
Imphal.



Signature of the FIRM

With seal