



**TENDER NOTICE NO 13 :NKZP/TENDER/2022**

**DATED:21.02.2022**

**NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR  
FOREST, ENVIRONMENT & CLIMATE CHANGE DEPARTMENT  
GOVT. OF ODISHA**

**TENDER DOCUMENT**

**FOR**

**SUPPLY & INSTALLATION OF PORTABLE ULTRASOUND MACHINE,  
PORTABLE X-RAY MACHINE, PCR MACHINE WITH GEL DOCUMENTATION  
SYSTEM FOR VETERINARY APPLICATIONS**

**FOR**

**NANDANKANAN ZOO VETERINARY HOSPITAL**

**AT**

**NANDANKANAN ZOOLOGICAL PARK**

**DATE OF ISSUE OF TENDER FORM WITH DOCUMENT : 22.02.2022**

**DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT :**

**07.03.2022 5.00 PM**

**DATE & TIME FOR OPENING OF TENDER DOCUMENT : 08.03.2022 11:30  
am**

**NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR**  
**FOREST, ENVIRONMENT & CLIMATE CHANGE DEPARTMENT**

**GOVT. OF ODISHA**

**"Notice inviting tender for supply & installation of **Portable Ultrasound Machine, Portable X-Ray Machine, PCR Machine and Gel Documentation System for Veterinary Applications****

for Nandankanan Veterinary Hospital, Bhubaneswar, Odisha"

Nandankanan Zoological Park invites bids from reputed, experienced and financially sound Companies/Firms/Agencies/Authorized dealer/trader/distributor for supply & installation of Portable Ultrasound Machine, Portable X-Ray Machine, PCR Machine and Gel Documentation System for Veterinary Applications for Nandankanan Veterinary Hospital, Bhubaneswar. Those who are in the similar business for the last three years and providing the same service to Central/State Govt./Reputed Private Hospital or autonomous bodies may send their bids both for Technical and Financial in sealed envelopes.

2. Complete Tender Document may be obtained from the Administrative Office, Deputy Director, Nandankanan Zoological Park on all working days from 10.00 AM to 5.00 PM from 22.02.2022 to 07.03.2022 by depositing a Demand Draft for Rs.2360/- (Two thousand three hundred & sixty rupees) payable at Bhubaneswar and drawn in favour of Deputy Director, Nandankanan Zoological Park. It can also be downloaded from the website of Nandankanan [www.nandankanan.org](http://www.nandankanan.org) upto 5.00 PM of 07.03.2022. The bidders using the tender form downloaded from the website shall enclose a Demand Draft for Rs.2360/- (Two thousand three hundred & sixty rupees) payable at Bhubaneswar and drawn in favour of Deputy Director, Nandankanan Zoological Park.

3. The interested Companies/Firms/Agencies/Authorized dealer/trader/distributor may send their bid complete in all respect along with Earnest Money Deposit (EMD) as per schedule of requirement in the form of Demand Draft made in favour of Deputy Director, Nandankanan Zoological Park drawn on any scheduled bank, payable at Bhubaneswar and other requisite documents to the undersigned duly superscripted "Bid for Tender No. 13 NKN" upto 5.00 PM of 07.03.2022. The bids received after this deadline shall not be



entertained under any circumstances whatsoever. In case of postal delay, the Nandankanan authority will not be responsible.

**Note: The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.**

4. The sealed envelopes are to be deposited in the tender box placed at the Deputy Director's Office, Nandankanan Zoological Park, Bhubaneswar or may be sent through registered/speed post/courier addressed to the Deputy Director, Nandankanan Zoological Park, Barang, Khordha, Bhubaneswar Pin-754005.

5. Bids will be opened on 08.03.2022 at 11.30 AM at Conference Hall of Nandankanan in the presence of bidders or their authorized representative who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

6. Any future clarification(s) and/or corrigendum(s) shall be communicated by the Deputy Director, Nandankanan Zoological Park through the website [www.nandankanan.org](http://www.nandankanan.org)

7. Nandankanan Zoological Park reserves right to amend or withdrawn any of the terms and conditions contained in the Tender Document including quantity/amount of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Deputy Director, Nandankanan Zoological Park in this regard shall be final.



## TECHNICAL BID

**TENDER NO: Tender No.:** \_\_\_\_\_

**Dear Sir,**

1. I/We hereby submit our tender for the \_\_\_\_\_
2. I/We are enclosing herewith the Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. 2360/- and Demand Draft No. .... Dated ..... for Rs. \_\_\_\_\_ drawn in favour of Deputy Director, Nandankanan Zoological Park (payable at Bhubaneswar) **Tender Fee and EMD/Bid Security respectively.**

**(TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY ALONG WITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED)**

3. I/We have gone through all term and conditions of the tender documents before submitting the same.
4. I/We hereby agree to abide by all the terms and conditions stipulated by the Deputy Director, Nandankanan Zoological Park in connection with delivery, warranty, penalty etc.
5. I/We have noted that overwritten entries shall be duly cut and rewritten and initiated.
6. Tenders are duly signed and stamped (No thumb impression should be affixed)
7. I/We undertake to sign the contract/agreement, if required, within 15 (fifteen) days from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Yours faithfully,

**(Signature of Bidder with full name and address)**



**(CHECK LIST FOR TERMS AND CONDITIONS)**

A. To be filled by the bidder and submitted along with the Technical Bid.

<b>Sl. No.</b>	<b>Terms &amp; Conditions as per Bidding Documents</b>	<b>Attached (Yes/No)</b>	<b>Page No.</b>	<b>Remarks</b>
01.	<b>Status of Bidder:</b> <ul style="list-style-type: none"><li>• Manufacturer or Authorized Agent</li><li>• Whether Public Undertaking, Public Ltd, Private Ltd, Company or Proprietary Firm</li></ul>			
02.	<b>Power of Attorney as per Annexure-V</b> in favour of person to sign, submit and negotiate the bid.			
03.	Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical equipment.			
04.	Certificate for sole ownership / partnership/ Certificate of Incorporation			
05.	Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. <b>(Minimum Annual Turnover must be Rs.1 Crore)</b>			
06.	<b>User List</b> (List of Govt. / Semi Govt. Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.			
07.	Supply order copy (Minimum three nos or more) issued by Govt./Semi Govt./Reputed Pvt Hospital/ Organization for the quoted items. (preferably same model)			
08.	<b>Performance certificate</b> of the same supplier machine (of quoted make and Model) issued by <b>Head of the Department of Institution / Hospital</b> after a minimum period of six months of installation.			
09.	Prerequisite (if any) for installation of the machine, if any, to be provided by the Nandankanan/hospital			
10.	Whether rates quoted are inclusive of all taxes or not			

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11.	Whether rates are quoted as per format mentioned in the Bidding Document or not.			
12.	Enclose an affidavit/undertaking that the bidder has never been black listed or punished by any court of any criminal offence/breach of contract and that no police/vigilance enquiry/ criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.			
13.	Affidavit/undertaking to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations/ Institutions/ Hospitals at the rate lower than the rate quoted against this tender.			
14.	<b>Quality Assurance Certificate</b> As per technical specification (please specify)			
15.	<b>Bid Security</b> amount deposited is enclosed or not. If yes, please mention the details.			
16.	<b>Original Technical Catalogue</b> of the quoted model			
17.	Certificate, to the effect that bidder will maintain the quoted item(s) during Warranty period of 2(two) years including all spares, accessories, consumables etc. (Please mention the name of the item/ items with price, which are not supplied by the bidder free of cost with frequency of replacement)			
18.	Certificate to the effect that bidder have quoted their rates for comprehensive Annual Maintenance Contract inclusive of labour, spares, consumables, accessories etc. on per year basis for a further period of 5 (five) years after expiry of warranty period of 2 (two) years in the <b>price bid.</b>			

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	(Please mention the name of the item/items with price which are not supplied by the bidder free of cost with frequency of replacement during Comprehensive Annual Maintenance Contract period in the price bid).			
19.	Acceptance of all terms/ conditions towards <b>after sales / services</b> as mentioned in the bidding document.			
20.	<b>Compliance Statement</b> with relation to the technical specification as mentioned in the bidding document duly supported by the original catalogue.			
21.	<b>Compliance Statement</b> with relation to the terms & conditions as mentioned in the document.			
22.	<b>PAN and copies of Income Tax Returns</b> for the last year.			
23.	Duly attested copy of GST registration certificate.	/u		
24.	Installation/Performance certificate by Manufacturer/ Authorized representative as per clause 3(a) and 3(b) of eligibility criteria.			

**B: To be filled by the Bidder and submitted along with Price Bid.**

Sl. No.	Terms & Conditions as per Bidding Document	Page No.	Remarks
01.	<b>Item wise price for the item(s)</b> as mentioned in the Bidding Document and as per format attached as Annexure-1		
02.	<b>Rate for Comprehensive Annual Maintenance Contract</b> as per terms & conditions mentioned in the Bidding Document and as per format attached as Annexure-II		

**Note:** If the above-mentioned details are not mentioned and required documents are not attached at appropriate places, the offer of the bidder(s) shall be summarily rejected. Hence, bidder(s) are advised to go through the bidding document carefully and be prepared with all the required documents to avoid rejection of offer.

(Signature of the Bidder with signature & seal)

## **ELIGIBILITY CRITERIA**

- 01.Manufacturers or their authorized dealers/distributors/trader/Indian subsidiaries/direct importers having a place of business in any of the State of India are eligible to participate in this tender.
- 02.The bidder/manufacturer of the equipment offered should be in the business of the supply and installation of same/similar equipment for the last three calendar years.
- 03.(a) The **manufacturer** should have completed at least two nos. installations of the quoted items in Govt. / Pvt. Institutions / Hospital in India. The installations mentioned by the manufacturer in their offer must be functional and performance certificate for the same issued by the user concerned also be attached with the offer.  
  
(b) The bids quoted as the **authorized representative** of the manufacturer meeting the above criteria 03(a) should have also supplied and installed at least one installation of the quoted items in Govt. / Pvt. Institutions / Hospital in India in last three years from the last date of submission of tender. The installations mentioned by the authorized representative in their offer must be functional and performance certificate for the same issued by the user concerned also be attached with the offer.
- 04.The Bidder should be public undertaking/Autonomous Body / Public Ltd. / Pvt. Company or proprietary firm and should be in medical equipment business since last three years in India. This Bidder having manufacturing facility in their name in India for the items offered by them shall be given preference.
- 05.The firm should be registered with under GST Tax.
- 06.The Bidder (manufacturer or their authorized agent) should have average annual financial turnover of Rs.1.0 Crore during the last three years ends 31.03.2022.
- 07.Bidders who have the capability to attend repairs of the equipments within the time mentioned in this bidding document within 05 days of reporting of the fault.





08. Bids of the firm/company that has been blacklisted by any of the institution or blacklisted / debarred by any other State / Central Government's organization shall not be entertained.

09. Firm/company who has withdrawn after participating in any of the previous tenders are not eligible to participate in this tender.

**Note:**

- Notwithstanding anything stated above, the Deputy Director, Nandankanan Zoological Park reserves all right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
- Samples/Equipment of product offered may be submitted at the time of opening of technical bid before the technical bid evaluation committee. Financial bids of only those products will be opened whose samples quality as per technical specification by the technical evaluation committee. However, the committee may call for the samples at any point of time.



## **GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

### **1. PREAMBLE:**

**i) Eligibility of Bidders:-** This invitation of Bids is open to reputed foreign/ Indian manufacturers or their authorized dealers/sole selling agents / Stockiest authorized by the manufacturer to quote on their behalf for this tender/DGS&D approved registered firms. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

**ii) Availability of fund:-** Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser / consignee.

**iii) Language of Tender:-** The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

**The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.**

**iv) Eligible Goods and Services:-** All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

**v) Tendering Expenses:-** The bidder shall bear costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will in no case be



responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

- vi) Amendments to Tender Documents:-** At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. Such an amendment will be notified on the website of Nandankanan [www.nandankanan.org](http://www.nandankanan.org). However, the same will be notified to the bidders who have already submitted their tender in writing by registered / speed post or by e-mail, followed by copy of the same by registered post. In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.
- vii) Clarification of Tender Documents:** - A bidder requiring any clarification or elucidation on any issue of the Tender documents may take up the same with the purchaser on any working day (Monday to Friday) between 3.00 to 5.00 PM in the office of the DD Nandankanan or through mobile number 09437022023.

## **2 Tendering System**

The tenders/Bids are to be submitted in two Parts i.e., **Part - I & Part II.**

**PART - I titled as TECHNICAL BID** shall contain the complete technical specifications and details on the competency of the bidder and also the commercial bid package with terms and conditions of supply, warranty, after sales service etc. (Except Price Bid Form). Apart from the documents and signed copy of the purchased tender document, the necessary enclosures should be submitted in this technical bid. In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the bidders for supplying and installing a trouble-free equipment meeting the quality standards and technical specification and the ability of the bidders for providing efficient after sales service to the satisfaction of the Tender Inviting Authority and the Tender Committee.

**PART - II titled as FINANCIAL BID** shall contain only the 'Price Bid Form' duly filled in the prescribed Proforma (Annexure -I) and Comprehensive Annual Maintenance Contract offer in prescribed format (Annexure – II). Price Bid not submitted in the prescribed proforma will not be considered for evaluation and summarily rejected.

- 3.** The tender offers, duly filled, shall be submitted in two separate sealed Overs separately for **technical and financial bids** respectively.



Such covers shall be superscribed as “**TECHNICAL BID** for **Tender No.....** for supply of .....

and “**TECHNICAL BID for Tender No. ....for supply of** as the case may be. Both the sealed covers shall be enclosed in another sealed (third) bigger cover which should also be superscribed as “**BID for Tender No.....Nandankanan.....for supply of**”

4. Quantity of items may increase or decrease. The Deputy Director, Nandankanan Zoological Park reserves the rights to purchase different sub items/ components of items from different bidders.
5. The Bidding Documents along with terms and conditions, technical specification can be obtained from the office of the Deputy Director, Nandankanan Zoological Park on payment of **Rs.2360/- (Two thousand three hundred & sixty rupees), Non - Refundable)** by way of demand draft favoring Deputy Director, Nandankanan Zoological Park payable at Bhubaneswar.
6. The “**Bidding Document**” can also be downloaded from Nandankanan website [www.nandankanan.org](http://www.nandankanan.org). In case, downloaded bidding document is used, bidder(s) have to submit the cost of the Tender Document of **Rs.2360/- (Two thousand three hundred & sixty rupees)** along with the technical Bid in the form of Demand Draft in favour of Deputy Director, Nandankanan Zoological Park payable at Bhubaneswar towards cost of the “**Tender Document**”. If the cost of tender document is not submitted by the bidder(s), his offer shall be outright rejected.
7. Last date for purchase of bidding document is 07/03/2022 up to 5.00 pm
8. Last date for submission of bidding document 07/03/2022 up to 5.00 pm. Bidders may send their bid by registered post / speed post/courier or may drop in tender box placed in the Office of the Deputy Director, Nandankanan Zoological Park. Bidder(s) are requested to send the bid well in advance so as to ensure that bid reaches in time. Nandankanan will not be responsible for any postal delay. **Bids received after due date and time shall be summarily rejected.**
9. **Earnest Money Deposit (EMD):**
  - a) **Earnest Money** of as per schedule of requirement is required to be submitted along with tender by D.D. from any scheduled Indian Bank along with the tender favouring Deputy Director, Nandankanan Zoological Park, Bhubaneswar (payable at Bhubaneswar). No interest is payable on EMD / Bid security.
  - b) EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract without any interest.
  - c) EMD must be submitted in separate sealed envelope and endorsement of the same with DD number, date be made with

technical bids

- d) **Non-submission of prescribed EMD** along with the Technical Bid shall be rejected outright.
  - e) Cheque, Cash payment, Money Order, Fixed deposit etc will not be accepted as EMD.
  - f) The successful Bidder's EMD will be discharged upon the Bidders signing the contract and furnishing the performance security. The EMD of the successful Bidder can be adjusted towards the security deposit payable.
- 10.** Bidder(s) should mention the DGS&D registration, if registered, and attach photocopy of DGS&D registration certificate Photocopy of Income tax & sales tax clearance certificate should be enclosed.
- 11.** For Imported Goods, Indian Agency Commission must be declared in financial bid.
- 12.** The Bidder's shall have to submit the following documents in technical bid:
- - a) User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the item has been supplied and installed.
  - b) Supply order (Minimum two nos. or more issued by Govt./Semi Govt./ Reputed Pvt. Hospitals/organization for the quoted items.( same model)
  - c) Performance certificate of the same supplied machine (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.
  - d) If the manufacturing company and/or its Indian agent (for Foreign manufactured) have authorized some agency for participation in this tender for a limited period than in that case they (Manufactured/ Indian agent) shall have to submit an undertaking duly notarized by Public notary that if their tender is selected they shall be solely responsible for compliance of all the terms and conditions mentioned in the bilateral agreement for purchase and subsequent supply order even if their authorized agent is changed. Any tender offer without such certificate duly certified by public notary shall be rejected in technical scrutiny itself.
  - e) Bidder must submit a compliance checklist along with the technical bid itself. (Any tender offer without submission of above mentioned document (i.e. a to d) shall be rejected during technical scrutiny.)
  - f) If any new System/ Latest model machine is a launched in the market and seller has not installed such quoted models they should submit an undertaking that he has not installed such models previously. They may submit supply order / performance certificate of



previous model, which was recently installed by them.

**13. Tender currencies:** - The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

**14. Tender Prices:-** The Bidder shall indicate on the Price Schedule provided under Annexure I all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.

i) For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all applicable taxes and duties like GST, Custom Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly origin quoted ex-showroom etc.

b) Any taxes and any duties which will be payable on the goods in India if contract is awarded.

c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier.

ii) **Additional information and instruction on duties and Taxes:-** If the Bidder desires to ask for any tax to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

iii) **Goods & Service Tax (GST):-** If a bidder asks for GST to be paid extra, the rate and nature of GST applicable should be shown separately like CGST, SGST. The GST will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forthwith to the purchaser.

**15. Firm Prices:** - Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in clause 14 will apply.



**16. Alternative Tender :-**

- a) Alternative Tenders are not permitted.
- b) However the Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- c) Only one bidder is permitted to quote for the same manufacturer irrespective of models.

**17. Tender validity:** - The tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

**18. Late Tender:** - A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

**19. Alternation and Withdrawal of Tender:** - The bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered. No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

**20. Scrutiny and Evaluation of Tenders:-**

- i) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.



- ii) The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- iii) The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- iv) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not they meet the basic requirements, are liable to be treated as non – responsive and will be rejected.

**21. Non- responsive tender** :-The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:

- a). Tender is unsigned.
- b). Tender validity is shorter than the required period.
- c). Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.
- d). Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form.
- e). Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
- f). Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- g). Poor/ unsatisfactory past performance.
- h). Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
- i). Bidder is not eligible as per eligibility criteria.
- j). Bidder has not agreed for the delivery terms and delivery schedule.

**22.Minor Infirmary/Irregularity/Non-Conformity:** If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non- conformity in a tender, the purchaser will convey its





observation on such 'minor' issues to the bidder by registered/speed post/courier/e-mail/fax/telephone etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

**23. Discrepancies in Prices:**

- a). If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- b). If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- c). If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 23a and 23b above.
- d). If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored

**24. Comparison of Tenders:** The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

**25. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:**

- A. The purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, taxes which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
  - ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.



- B.** The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

**26. Bidder's capability to perform the contract:**

- a) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- b) The above-mentioned determinations will inter-alia take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

**27. Contacting the Purchaser:**

- a). From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- b). In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

**28. Purchaser's Right to accept any tender and to reject any or all tenders**

The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

**29. Variation of Quantities at the Time of Award/ Currency of Contract:**

- a). At the time of awarding the contract, the purchaser reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements"



without any change in the unit price and other terms & conditions quoted by the bidder.

- b). If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

**30. Notification of Award/Letter of Intent (LOI)**

- a). Before expiry of the tender validity period, the Nandankanan will notify the successful Bidder(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for equipment(s), which have been selected by the Nandankanan, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Nandankanan.
- b). The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
- c). The Notification of Award shall constitute the conclusion of the Contract.

**31. Issue of Contract:**

- d). Promptly after notification of award, the Purchaser/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful bidder by registered / speed post or by Hand.
- e). Within seven days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post or by Hand.

**32. Non-receipt of Performance Security and Contract by the Purchaser/Consignee:** Failure of the successful bidder in providing performance security and / or returning contract copy not duly signed shall make the bidder liable for forfeiture of its EMD.

**33. Return of E M D:** The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest.



**34. Corrupt or Fraudulent Practices:**

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:-

- a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &
- b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- c. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**35.** Bidder might be required to demonstrate the system at the discretion of the Nandankanan.

**36. Signing of Contract:** The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period and during the Comprehensive Annual Maintenance Contract.

**37.** Successful bidder (L1) will have to sign Comprehensive Annual Maintenance Contract at the time of placement of Notification of Award. The warranty PBG will released after 2 years only after submitting PBG for Comprehensive Annual Maintenance Contract (CAMC) value. If they fails to submit PBG for CAMC, this PBG submitted for warranty period of 2 years may be forfeited.

**38.** The Deputy Director reserves the right to accept or reject any or all tenders without assigning reasons.

**39.** The Deputy Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.



## **GENERAL CONDITIONS OF THE CONTRACT (GCC)**

### **1. Use of contract documents and information**

- (i) The supplier shall not, without the purchaser'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 purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. 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.
- (ii) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
- (iii) Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

### **2. Patent Rights**

- (i) The supplier shall, at all times, indemnify and keep indemnified the purchaser, 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 purchaser, the purchaser 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 purchaser.



### **3. Country of Origin**

- (i) 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.
- (ii) 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.
- (iii) The country of origin may be specified in the Price Schedule

### **4. Assignment**

- (i) The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser’s prior written permission.

### **5. Sub Contracts**

- (i) The Supplier shall notify the Purchaser 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.
- (ii) Sub contract shall be only for bought out items and sub-assemblies.
- (iii) Sub contracts shall also comply with the provisions of “Country of Origin”.

### **6. Duty Free Clearance, Transportation, Forwarding & Handling**

**Charges:** Clearance charges at point of Entry / Air Port and on ward transportation charges with Insurance upto Nandankanan Zoological Park will be borne by supplier’s Indian Agent for which this Nandankanan will not pay the charges.

### **7. Demurrage Taxes & Octroi:**

No demurrage charges will be paid by the Nandankanan in case of delay on the part of supplier. However, this Nandankanan will provide all necessary documents required for clearance / transportation of the goods and for exemption of the taxes/octroi for which supplier/Indian agent will have to intimate/furnish his requisition of document required, if any, well in advance. Octroi will be payable by supplier / Indian agent, if required.



- 8. Inspection and Testing:** - The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, 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. The purchaser shall inform the supplier in advance, in writing, the purchaser'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 purchaser and/or its nominated representative(s).
- a) The Technical Specification 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 purchaser's inspector at no charge to the purchaser.
  - b) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser'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 purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
  - c) In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
  - d) If the supplier tenders the goods to the purchaser's inspector 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 purchaser under the terms & conditions of the contract.

- e) The purchaser'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 purchaser's inspector during pre-dispatch inspection mentioned above.
- f) Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated.

**9. Guarantee/Warranty Terms:**

- a) The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b) The successful Bidder further have to warrant that the 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 Tender Inviting Authority's specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
- c) All the equipments including the accessories supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares, accessories and consumables) for a period mentioned in this document in the first instance. During this period, the successful Bidder shall replace all defective parts / accessories / consumables and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty. The items which are not covered under warranty should be clearly mentioned along with rate of the items.
- d) On expiration of the comprehensive warranty period, the successful Bidder shall be willing to provide after sales support for an additional period prescribed in this document.
- e) The prospective Bidder, who is manufacturer, shall submit an





undertaking from the Original Equipment Manufacturers (OEM) that they are willing to provide **spare parts** for the period of warranty as mentioned and also during the additional CMC/AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the Bidders – their existing dealers - couldn't provide service during the warranty / CAMC period. **The undertaking from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily in the first round itself.**

- f) After sales service centre in Bhubaneswar, Odisha preferably or at least in East India should be available as part of the pre-qualification and the Bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time. (Companies without service center in Bhubaneswar, Odisha should give an undertaking that they shall establish one within a year of the signing of contract)
- g) The successful Bidder shall provide preventive maintenance as per the frequency mentioned in this document during the warranty period. The Bidder shall attend any number of break down/repair calls as and when informed by the Nandankanan authority.
- h) Upon receipt of such notice for repair/breakdown from the Nandankanan, the successful Bidder shall, within the period as specified in this document, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.
- i) If the successful Bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned in this document, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful Bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful Bidder under the contract.
- j) Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting Bidder.
- k) The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of

User and also when major spares are replaced.

- l) Any mandatory approval required for installation shall be obtained by the successful Bidder in liaison with the respective authorities.
- m) The Bidder shall submit the parameters which require calibration and the frequency of calibration required.
- n) The Bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user.
- o) The Bidder shall also have to submit whether periodic replacements of consumable items are required for proper functioning of their quoted machine/Equipment If yes they should submit the list of such consumables along with price list and frequency of replacement per year, if the same is not replaced free of cost during warranty / guarantee period.
- p) The offered warranty includes:
  - i). Visits to the user institutions at frequencies prescribed as part of preventive maintenance.
  - ii). Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user.
  - iii). Quality Assurance tests (if applicable).
  - iv). The cost of labour for all repairs/ and all spares required for replacement during repairs all kinds of accessories, Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.
  - v). The exclusion of warranty of any vital equipment parts will be compared with offers of other Bidders during evaluation of the bids and this may be taken into consideration in deciding the successful Bidder on the basis of expert advice.
  - vi). The Bidder shall provide up-time warranty of complete equipment as mentioned in this document, the uptime being calculated on 24 (hrs) X 7 (days) basis failing Warranty period will be extended for every additional day of down time equal to one week.
  - vii). The installed software should be the latest one for the particular



model and all future software updates should be provided free of cost during the Warranty period.

**10. Comprehensive Annual Maintenance Contract:**

- a) The decision to enter into CMC or AMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority, at its discretion, prior to the expiration of warranty period. In case if it is decided by Nandankanan to enter into CAMC contract, the vendor will have to submit CAMC agreement (format placed at Annexure-VIII) at the time of supply of items. The CAMC amount in the PBG will be 10% of the CAMC cost.
- b) The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful Bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.
- c) The cost of CMC, accessories and spares, reagents and consumables as in case may be quoted along with taxes applicable, if any. The taxes to be paid extra, to be specifically indicated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- d) Failure/refusal on the part of the successful tender supplying/installing the equipments to enter into CMC with the Tender Inviting Authority, at the end of the Comprehensive Warranty Period, if the Nandankanan, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the Bidder.
- e) The successful Bidder shall also indicate the rates for the CMC in price bid form and such rates are binding on the successful tenders after the expiration of the warranty period. The yearly rates for CMC shall remain the one and the same as quoted in the price bid form for the extended years.
- f) Cost of CMC (excluding taxes, if any) will be considered for Ranking/Evaluation purpose.
- g) The payment of the agreed CMC charges will be made as per frequency for payment after satisfactory completion of said period, on receipt of service report/ break down report from the user.
- h) The Bidder shall also have to submit whether periodic replacements of consumable items are required for proper functioning of their quoted machine/Equipment? If yes they should submit the list of such consumables along with price list and frequency of replacement per year if the same is not included in quoted Comprehensive Annual Maintenance Contract charges per year.



## 11. Time Limits prescribed

Sl. No	Activity	Time Limit
a.	Installation & Delivery period	2 weeks from date of issuance of Supply Order
b.	Comprehensive warranty period	2 years from the date of successful installation
c.	CMC period	5 years after expiry of the 2 years warranty
d.	Frequency of visits to all User Institution concerned during Warranty/CMC	One visit every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.
e.	Frequency of payment of CMC charges	Every six months after completion of the Period.
f.	Submission of Performance Security and entering into contract	7 days from the date of issuance of Letter of Intent
g.	Maximum time to attend any Repair call	Within 24 hours.
h.	Uptime in a year during warranty as well as during CAMC period.	95% of 365 days.

12. Firm have to provide a minimum **UPTIME GUARANTEE** of 95% (95% of 365 Days) per year during the warranty period as well as during the Comprehensive Annual Maintenance Contract.

13. **While calculating the total unit price of the item / system to be procured, expenditure to be incurred in maintenance of the quoted item / system including all spare parts for a total period of 5 years after expiry of the warranty period of 2 years shall also be taken into consideration. Accordingly, it is mandatory for the bidders to submit the rate for Comprehensive Annual Maintenance Contract (with spares) for a minimum period of 5 years after the expiry of warranty period of 2 years.**

14. Supplier will submit undertaking for ensuring uninterrupted supply of spares during the total life span of the equipments.

15. Indian agency commission and Installation charge if any will be paid in Indian rupees after successful installation and demonstration of the equipments.

16. Principal's Invoice of the quoted items must be submitted with the quotations.

17. Proof of the official Indian agent certificate of the firm must be attached. (Notary Certified Photocopy)

18. In order to fully and optimally utilize the equipment, training to veterinary hospital Staffs and Doctors should be provided. In continuation to this training, separate maintenance training for the machine and the sub systems should also be given to the "Equipment Maintenance Engineer" and "Equipment Maintenance Technicians". All the financial commitments in this regard shall be met by the bidder(s).

19. Bidder(s) have to submit an affidavit/undertaking to the effect that they have not supplied the offered item(s) to any Govt., semi Govt. / Pvt. Organization, Institution, Nursing Home etc. at the price lower than the price offered to Deputy Director, Nandankanan Zoological Park.

20. All the claims regarding meeting the specifications shall be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer. Simply stating that the equipment(s) meets the specifications is not sufficient and any such quotations will be summarily rejected. Computer printed documents or Photostat copy or laser printouts will not be accepted as technical catalogues / brochures.

**21. Warranty Period:**

- a) The "**Complete System**" shall remain under warranty period of **2 years** from the date of satisfactory installation. The Complete System should include the basic unit and allied supporting components to be supplied by the bidder along with basic unit.
- b) During warranty period of 2 years, bidder shall provide at least **four maintenance visits per year** at regular interval for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval, a proportionate deduction in the form of penalty on pro-rata basis will be recovered from the bidder from the Bank Guarantee amount. In case the Bank Guarantee is not adequate, Nandankanan shall have right to recover the losses / penalty from other sources as well.
- c) Bidder shall also attend all breakdown calls within 24 hours of the receipt of the information from Nandankanan through e-mail/mobile/sms etc.
- d) During warranty period, **bidder** shall maintain and keep **95% uptime** per year of the "**Complete System**" as per calculation given below:-.



1 Year = 365 days

**95% of 365 days = 347 Days per annum**

- e) The bidder shall compensate the uptime less than the specified above for **every additional day** of down time over and above 18 days stipulated above, warranty period will get extended by one week as penalty at no extra cost i.e. the extended penalty period will be equal to one week for every additional day of down time.
- f) During warranty period, **bidder** will make the “**Complete System**” in satisfactory working condition. In case, any spare parts, accessories, PCB, consumables etc. needs replacement due to normal wear and tear, **bidder** will supply and install the same for which no additional payment is to be made. If any spares / accessories / consumables etc. are not replaced by the bidder during warranty period, bidder should mention it clearly with name of the items with frequency of replacement and its rate with a validity to cover warranty period.
- g) In case, the **bidder** is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the warranty period will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.
- h) During warranty period, in case of any alleged damage due to accident / human error, a committee under the Chairmanship of Dy. Director, Nandankanan Zoological Park with one member from the bidder and one member from the Nandankanan will decide the authenticity of the claim. The decision of the committee shall be final and binding on both the parties.

**22. After Sales Services: -**

- a) After expiry of the warrantee/Guarantee period of the equipment, the Indian agent will have to undertake the Comprehensive Annual Maintenance contract (with spare parts, accessories, consumables etc.) of the Complete System for the further life span of equipment. The life span of the equipment shall not be less than ten years. In special circumstances the total life span of the Equipment/ items may be reduced by Nandankanan.
- b) The Complete System should include the basic unit and allied supporting components to be supplied by the bidder along with basic unit.
- c) During Comprehensive Annual Maintenance Contract, bidder shall provide at least **four maintenance visits per year** at regular interval for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval per year, a proportionate deduction in the form of penalty at the rate of 25% of contract amount per year will be deducted.



- d) Bidder shall also attend all breakdown calls within 48 hours of the receipt of the information from Nandankanan through e-mail/mobile/sms etc.
- e) During Comprehensive Annual Maintenance Contract, **bidder** shall maintain and keep **95% uptime** per year of the “**Complete System**” as per calculation given below:-

1 Year = 365 days

**95% of 365 days = 347 Days per annum**

- f) The bidder shall compensate the uptime less than the specified above for **every additional day** of down time over and above 18 days stipulated above, warranty period will get extended by one week as penalty at no extra cost i.e. the extended penalty period will be equal to one week for every additional day of down time.
- g) During Comprehensive Annual Maintenance Contract, **bidder** will make the “**Complete System**” in satisfactory working condition. In case, any spare parts, accessories, PCB, all type of consumables etc. needs replacement due to normal wear and tear; **bidder** will supply and install the same for which no additional payment is to be made. **.If any spares / consumables / accessories etc. are not covered under Comprehensive Annual Maintenance Contract charges; it should be clearly mentioned with frequency of replacement and with rate. The validity of rate of such items should also be mentioned clearly. What will be the rate of escalation on the quoted rate after expiry of the validity of rate of such item must be mentioned.**
- h) The payment of Comprehensive Annual Maintenance Contract will be made on half yearly basis after submission of satisfactory functioning report of the Complete System by the officials authorized by Nandankanan.
- i) In case, the **bidder** is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the Comprehensive Annual Maintenance Contract will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.
- j) During Comprehensive Annual Maintenance Contract, in case of any alleged damage due to accident / human error, a committee under the Chairmanship of Deputy Director, Nandankanan Zoological Park, Bhubaneswar with one member from the bidder and one member from the Nandankanan will decide the authenticity of the claim. The decision of the committee shall be final and binding on both the parties.

### **23. Performance Security**

- a) There will be a performance security deposit amounting to 10 % of the



total value of the equipment including taxes, which shall be submitted by the successful bidder within 7 days from the date of issuance of "Letter of Intent".

- b) The contract duly signed and returned to Nandankanan shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
  - c) Upon receipt of such contract and the performance security, the Nandankanan shall issue the Supply Orders containing the terms and conditions for the execution of the order.
  - d) Failure of the successful bidder in providing performance security as mentioned above and / or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.
  - e) The Performance security shall be denominated in Indian Rupees only.
  - f) It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of Nandankanan. The Deputy Director, Nandankanan will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.
- 24.** An undertaking of the principal regarding continuity of after sales and services (CAMC) @ the agreement rate even in case of changes of Indian agent during the life span of the equipment must be enclosed in the technical bid. Further, it will be the responsibility of the manufacturer Indian agent to get counter signature on the agreement to be executed with them by the Deputy Director, Nandankanan.
- 25. Delivery period:** - Delivery period for supply of items would be two weeks from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
- 26. Liquidated Damage:** -  
In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods are conduct trails, installation of equipment, training, etc. as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above for every week of delay or part of a week, subject





to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

**27. Payment: -**

- i) Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the following manner.

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

**a) On delivery:-**

- i) 90% payment of the contract price shall be paid on receipt of goods in good condition and after installation.
- ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- iii) Consignee Receipt Certificate 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 nominated person/committee/agency, if any.

**b) On Acceptance:-**

Balance 10% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

Or

100% after acceptance of goods along with the documents quoted above.

- c) Payment will be released within 15 days subject to fulfillment of conditions in clause (a) and (b) above.

**28. Validity of Price:-** Minimum up to one year from date of tender submission and it should be extendable.

**29. Part Supply:** No part supply/ wrong supply or short supply will be accepted by the Nandankanan. The Deputy Director, Nandankanan Zoological Park, Bhubaneswar will be the final authority and will have the right to reject full or any part of supply, which is contradictory to the terms and conditions agreed at the time of placement of order. In case of rejection of any supplied items due to nonconformity in quantity and/or quality, Nandankanan will have right to charge liquidated damages, as it deems fit.

**30. Spares :-** The spare parts as selected by the Purchaser 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; In case the production of the spare parts is discontinued:

- i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
- ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.
- iii) Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period (minimum 8 years).

**31. Incidental Services :-** The supplier shall be required to perform following services:-

- i) Installation & commissioning, Supervision and Demonstration of the goods.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Purchaser's Doctors, Staff, Operators etc. for operating and maintaining the goods.
- iv) Supplying required number of operations and maintenance manual for the goods.

**32.** Supplier may have to provide required manpower for running the equipments at mutually agreed remuneration (Which shall not be more than remuneration payable for the particular category of staff) at the sole discretion of the Nandankanan, till Nandankanan is able to arrange its own staff for the purpose.

**33. Installation & site plan:** Requirement regarding site/location for installation of equipment, if any, should be mentioned in the tender. Time required for installation of system after delivery must be mentioned. In case of delay in installation Nandankanan will have right to charge liquidated damage.

Specify the following points for installation of the System: -

- a) Total power consumption along with breakup of main System and Accessories.
- b) Whether the System needs uninterrupted power supply.
- c) Maximum tolerated transfer time in case of interruption of power supply.
- d) Whether the System needs any humidity control device.



- e) Whether the System needs any separate power line/isolation Transformer.
- f) Does the System need the electrical shielding?
- g) Whether Air Conditioner is required for the System.
- h) Does it require special civil works for installation?

**34.** The bidder should also quote for any other accessories which are must for the operation and backup of the equipments.

**35. Responsibility:** -The principal as well as its agent will be severally and jointly responsible for ensuring the minimum life span of 10 years for the equipment. Both the said principal abroad and his Indian agent will have the full responsibility for the proper functioning of the equipment/instruments within the warrantee period and thereafter during the life span of the equipment

**36.** The bidder is required to provide list of persons (along with their permanent and correspondence address) owing more than 1% share ownership in the company/firm (both principle and Indian Agent).

**37.** The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.

**38.** In order to fully and optimally utilize the equipment, training to veterinary staffs and Doctors should be provided. In continuation to this training separate maintenance training for the machine and the sub system should also be given to the Equipment Maintenance Engineer and Maintenance Technicians of the Nandankanan. All the financial commitment in this regard shall be met by the firm/Principal.

**39. Governing language**

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

**40. Notices:-**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.

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.

**41. Penalties for non-performance**

The penalties to be imposed, at any stage, under this tender are;

- a) imposition of liquidated damages,
- b) forfeiture of EMD/performance security,



- c) termination of the contract,
- d) Blacklisting/debarring of the bidder

**42. Termination of Contract**

- a) **Termination for default:**- The Nandankanan, without prejudice to any other contractual rights and remedies available to it (the Nandankanan), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder 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 Nandankanan.
- b) In the event of the Nandankanan terminates the contract in whole or in part, the Nandankanan may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Nandankanan for the extra expenditure, if any, incurred by the Nandankanan for arranging such procurement.
- c) Unless otherwise instructed by the Nandankanan, the successful bidder shall continue to perform the contract to the extent not terminated.
- d) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Nandankanan reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, 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 Nandankanan.
- e) **Termination for convenience:** - The Nandankanan reserves the right to terminate the contract, in whole or in part for its (Nandankanan) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Nandankanan. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

**43. Force Majeure:-**

- ( i) 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.



- (ii) 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, 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.
- (iii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee 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.
- (iv) 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.
- (v) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfill its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**44. Fall Clause:** The prices charged for the equipment supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the equipment's of identical description to any other persons during the period of contract. If any time, during the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Nandankanan and the price payable under the contract of the equipment's supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

**45. Resolution of disputes :**

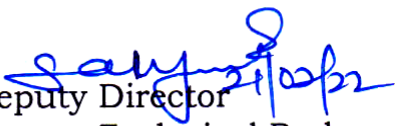
- a) If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such



mutual consultation within twenty- one days of its occurrence then, the decision of the Director, Nandankanan Biological Park will final.

**46. Applicable Law & Jurisdiction of Courts**

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Bhubaneswar, Odisha.

  
Deputy Director  
Nandankanan Zoological Park



## **SCHEDULE OF REQUIREMENTS**

<b>Sl No</b>	<b>Name of the establishment</b>	<b>Name of the equipment</b>	<b>Qty.</b>	<b>EMD</b>	<b>Warranty required</b>	<b>AMC required</b>
1.	ZOO veterinary hospital, Nandankanan Zoological Park	Supply & Installation of portable Ultrasound Machine (As per technical specification in Annexure IX)	1	Rs 2,00,000/-	2 years	5 years
2		Supply & Installation of portable x-ray Machine (As per technical specification in Annexure X)	1	Rs 25,000/-	2 years	5 years
3		Supply & Installation PCR machine (Applied Biosystems/ Eppendorf brand) - (As per technical specification in Annexure XI)	1	Rs 60,000/-	2 years	5 years
4		Supply & Installation of Gel Documentation System (Bio Rad/ Thermo fisher brand) (As per technical specification in Annexure XII)	1	Rs 80,000/-	2 years	5 years

**Note: Bidder to apply for single or multiple items from the list**



**FINANCIAL BID**

**ANNEXURE – “I”**

**PRICE SCHEDULED FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN  
LOCATED WITHIN INDIA.**

1	2	3	4	5							6	
				<b>Price per unit (Rs.)</b>								
Sl. No. as per schedule of Requirements	Brief description of goods  Make: Model:	Country of origin	Qty. nos.	Ex- factory /ex- wareho use /ex- showroo m/o ff- the shelf  (A)	GST [IGST OR CGST & SGST] (if any % and value) (B)	Other Taxes (if any % and value).  (C)	Pack in g and forw ar ding char ge  (D)	Inland transportation, insurance for a period including 3 months delivery, loading/ unloading and incidental cost till consignee site.  (E)	Incidental services (including installation & commissioning , supervision demonstration and training) at consignee site.	Unit price (at consignee site basis(G)  G=A+B+ C+D+E+F	Total unit price (At Consignee Site)  Basis Col. No. 4 X Col. No. 5(G)	
1												
2												
3												
4												

**Note:**

- Bidder to apply for single or multiple items from the list**
- If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
- The charges for Annual CMC after warrantee shall be quoted separately as per price scheduled.

Place:-  
Date:-

Name:  
Business Address  
Signature of Bidder  
Seal of the Bidder





**FINANCIAL BID**

**ANNEXURE – “II”**

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**  
**PRICES SCHEDULE**

S. No	Item Description	1 <sup>st</sup> Yr.	2 <sup>nd</sup> Yr.	3 <sup>rd</sup> Yr.	4 <sup>th</sup> Yr.	5 <sup>th</sup> Yr.	Total Comprehensive Annual Maintenance Contract over a period of five years after expiry of warranty period of two years from the date of successful installation. (J = C+D+E+F+G)
A	B	C	D	E	F	G	J
1.	Name of the Equipment: Make: Model: Qty.:						
2.	Name of the Equipment: Make: Model: Qty.:						
3	Name of the Equipment: Make: Model: Qty.:						
4	Name of the Equipment: Make: Model: Qty.:						



**Note: Bidder to apply for single or multiple items from the list**

**Scope of Contract (details as mentioned in the Clause No. – 24 of “General instruction to Bidders”(GIT) & Clauses No.: 9, 10,11,12,13 and 22 of “ General Condition of Contract” (GCC):**

- a) The rate of Comprehensive Annual Maintenance Contract as mentioned above should cover the Complete System. Complete System should include the basic unit and allied supporting components to be supplied by the bidder along with basic unit.
- b) Preventive maintenance visit: Four Maintenance visits at regular interval for usual maintenance & supervision failing which 25% of the contract amount per visit would be deducted as penalty.
- c) Break down maintenance visit: As & when required
- d) Response Time: within 24 Hours
- e) Uptime Guarantee: 95% of 365 days
- f) The above-mentioned charges should include labour charges for maintenance and breakdown visits per year, spares, accessories and all type of consumables required for the maintenance of the supplied items. If any spares / consumables / accessories etc. are not covered under above-mentioned charges; it should be clearly mentioned with frequency of replacement and with rate. The validity of rate of such items should also be mentioned clearly. What will be the rate of escalation on the quoted rate after expiry of the validity of rate of such item must be mentioned.
- g) Payment of Comprehensive Annual Maintenance Contract would be made on half yearly basis after completion of work and satisfactory working report. In no case, advance payment is to be considered.

**Seal and Signature of the bidder**



**MANUFACTURER'S AUTHORISATION FORM**  
**(To be submitted by authorized**  
**dealers/representatives/importers)**

No.

Dated:

To

The Deputy Director,  
Nandankanan Zoological Park

Tender No.

Equipment Name:

1. We ..... (name of the OEM) are the original manufacturers of the above equipment having registered office at ..... (full address with telephone number/fax number & email ID and website), having factories at and \_\_\_\_\_, do hereby authorize M/s. \_\_\_\_\_ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender No.
2. No company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warranty /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

For and on behalf of M/s. \_\_\_\_\_

Date:

(Name of manufacturers)

Place:

**Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.**



**ANNEXURE – “IV”**

**BANK GUARANTEE FORM**

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To

The Deputy Director,  
Nandankanan Zoological Park

In consideration of Nandankanan Zoological Park, Odisha, Bhubaneswar which expression unless repugnant to the context and meaning thereof shall include its successors and assigns having agreed to exempt M/s \_\_\_\_\_ [hereinafter referred to as 'supplier/contractor which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with Deputy Director, Nandankanan a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee as required under the terms and condition of contractor having agreed to furnish a bank guarantee for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as required under the terms and conditions of contract work order No. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred as the order'] placed by Deputy Director, Nandankanan on the said supplier/ contractor. We \_\_\_\_\_ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay Deputy Director, Nandankanan Zoological Park on us due to a breach committed by the said supplier/ contractor of the terms and conditions of the contract/ order.

01. We \_\_\_\_\_ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from Deputy Director, Nandankanan Zoological Park stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by Deputy Director, Nandankanan Zoological Park, Bhubaneswar without any demur.



However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_(Rupees \_\_\_\_\_).

02. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of Deputy Director, Nandankanan Zoological Park under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till Deputy Director, Nandankanan Zoological Park certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.
03. We the bank, undertake to pay to Deputy Director, Nandankanan Zoological Park any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment
04. We \_\_\_\_\_the bank further agree that Deputy Director, Nandankanan Zoological Park shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Deputy Director, Nandankanan Zoological Park against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of Deputy Director, Nandankanan Zoological Park, Bhubaneswar or any indulgence by Deputy Director, Nandankanan Zoological Park to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
05. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_(Rupees\_\_\_\_) and shall remain in force up to \_\_\_\_\_unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz.\_\_\_\_. We shall be discharged from all liabilities under this guarantee thereafter.
06. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.



07. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to the Deputy Director, Nandankanan Zoological Park Bhubaneswar.

08. We, \_\_\_\_\_ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Deputy Director, Nandankanan Zoological Park in writing.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_

**Signature**

**For the Bank**

**Witness: Name(s) & Designation(s)**

**Name & Address**



**ANNEXURE - "V"**

**POWER OF ATTORNEY**

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt (Name and address) who is presently employed with us and holding the position of as our attorney, to act and sign on my/our behalf to participate in the tender No. .... for (Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the \_\_\_\_\_ day of 2022\_ For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_  
(Signature)

(Name, Title and Address of the Attorney)

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



**ANNEXURE – “VI”**

**Format of Experience certificate**

Contract No./Supply order No	Name of the purchaser	Description of work	Qty supplied	Value of Contract in (Rs. lakhs)	Date of issue of work order	Stipulated period of completion	Actual of completion

**\* Attach certificate(s) of payments.**





**ANNEXURE - "VII"**

**AFFIDAVIT/UNDERTAKING**

I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ resident of \_\_\_\_\_ Proprietor/Director authorized  
signatory of the agency/Firm (M/s \_\_\_\_\_), do hereby solemnly affirm  
and declare as follows:

01. I am authorized signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
02. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
03. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
04. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
05. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Faculty-in-Charge Procurement Cell, Deputy Director, Nandankanan, Bhubaneswar immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the



currency of the Contract with you.

06. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Nandankanan.

(Signature of the Bidder)

Date: Name:

Place: Designation

Seal of the Agency Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent



Agreement for Comprehensive Maintenance Contract

**(On Non-Judicial Stamp paper of Rs. 100)**

01. This agreement regarding the maintenance of \_\_\_\_\_ made this day \_\_\_\_\_ by and between Deputy Director, Nandankanan Zoological Park [Hereinafter referred to as the First Party] and \_\_\_\_\_ (hereinafter referred to as the "second Party") which expression shall unless specifically excluded by or repugnant to the context include their Heirs, Executors, Administrator, Legal Representatives and Assignees.

02. **The agreement**

2.1 This Agreement concerns the maintenance contract of \_\_\_\_\_, equipment on turnkey basis to be supplied by the Second Party according to Supply order(S) No. \_\_\_\_\_ Dt. \_\_\_\_\_. Further, the equipment is to be installed by the Second Party at the designed premises of the first party according to the schedule agreed upon.

2.2 The Second Party has submitted a **Performance Bond / Bank Guarantee (PBG) for 10% of the** value of the equipment amounting to Rs. \_\_\_\_\_ towards the execution of the Agreement and the warranty valid till the expiry of the warranty period of 24 months, or extended period of warranty of months as the case may be. The PBG should however be valid for At-least months

2.3 On expiry of the warranty period, the PBG will be returned by the First Party to the Second Party after the later, second party has submitted a fresh Bank Guarantee for Rs. \_\_\_\_\_ valid till expiry of the period of the service contract. The fresh Bank Guarantee to cover the service contract shall be submitted at least one month before expiry of the previous Bank Guarantee and shall be 10% of CAMC contract amount of the equipment referred to above. If any complaint is received which is not addressed by the firm within defined time, the PBG amount of 10% of CAMC value will be forfeited during the warranty of CAMC Period

03. **Maintenance of the Equipment during Service Contract period:**

3.1 It shall be the responsibility of the Second Party to keep the equipment including its accessories, covered under this agreement in good working condition during the entire service contract period of five years, which will start with the expiry of the warranty / guarantee period of the equipment. During the service contract period, the equipment, including accessories, will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime). If the machine is out of order more than 5 hours during the period 8.00 AM to 5.00 Pm on any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially shall also be included the down time if it exceeds 2 days while calculation the



95% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays, Public/Govt. Holidays observed by the Nandankanan shall be allowed from the total down time permissible as defined above. The equipment will thus be required to be maintained in satisfactory working condition for the minimum 347 days in each period of 365 days which defined the 95% guaranteed uptime required to be maintained in each such period of 365 days.

**3.2** However, 5 days' time will be allowed to procure the spares, in case the same has to be imported and this period of 5 days will not be counted as down time.

**3.3** The Second Party will furnish a Bank Guarantee as stipulated.

**04. Spares**

**4.1** Spares Parts during Guarantee / Warranty period:

All spares parts required during the CMC period of the equipment for the satisfactory maintenance, the second Party as its cost, expenses and care shall provide running and upkeep of the equipment. All such defective parts / components replaced by Second Party during the guarantee period and Comprehensive Maintenance Contract period shall be property of the Second Party

**05. Service Charges and Payment during Contract Period:**

**5.1** The maintenance service charges will become effective automatically after the expiry of the guarantee period or extended warranty period as stipulated in Para 8.11 of the Agreement from the date of Satisfactory installation and commissioning and handing over of the complete equipment including all accessories.

**5.2** The Comprehensive Maintenance Contract Service charges payable during the service contract period by the First Party to Second Party shall be under:

Rate of 1st Year = \_\_\_\_\_  
Rate of 2nd Year = \_\_\_\_\_  
Rate of 3rd Year = \_\_\_\_\_  
Rate of 4th Year = \_\_\_\_\_  
Rate of 5th Year = \_\_\_\_\_

Note: The CMC charges shall be payable in Indian Rupees Only.

**5.3** In case CMC, these charges include the cost of replacement parts / Components/ Spares / Accessories etc. which shall be borne by the Second Party

**5.4** The payment of the Service Contract will be released to the firm in four equal installments after verification of all service reports. The payment



will be made after the expiry of each quarter.

**5.5** The firm will arrange 4 regular visits (One every Three Months) every year for keeping the equipment in good working condition during the period of Service Contract. In addition to it, the firm will be responsible for attending to all emergency break down calls as and when required by the concerned department during the year.

**5.6** No price revision will be accepted by the First Party during the tenure of the agreement.

**06. Force Majeure:**

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

**07. Arbitration:**

**7.1** if at any time, any question, despite or difference whatever shall arise between the two parties upon on in relation to or in connection with this Agreement, either of the parties may give to the other notice writing of the existence of such a question, despite or difference and the same shall be referred to two Arbitrators one to be nominated by the First Party and the other to be nominated by the second party/Third Party. Such a notice of the existence of any question, dispute of difference in connection with the Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this agreement shall be deemed to have been forfeited and absolutely barred. Before providing with reference, the Arbitrators shall appoint/nominate as Umpire. In the event of the Arbitrators not agreeing in their award, the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Odisha (India). The Arbitrators/Umpire shall give a reasoned award.

**7.2** The provision of the India Arbitration Act in force and of rules framed there under and any statutory modification thereof shall be deemed to apply and be incorporated in this agreement.



**7.3** Upon every or any such reference, the cost of any incidentals to the reference and award (s) respectively shall be at the discretion of the Arbitrators or in the event of their no agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall direct by whom and in what manner the same shall be borne and paid.

**08. JURISDICTION:**

The courts at Odisha alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this agreement/ contract. It is specifically agreed that no court outside and other than Odisha court shall have jurisdiction in the matter

By the said (Second Party)

For \_\_\_\_\_

Signature

Name

Designation

In the presence of (Witness)

By the said (Second Party)

For \_\_\_\_\_

Signature

Name

Designation

Signature

Name

Address

Signature

Name

Address



**Technical specification for Color Doppler Ultrasound Unit for Veterinary Applications;**

A state of art fully digital, compact portable Colour Doppler Ultrasound machine (weight <5 kg) with pin-less transducer technology is required with following technical features

1. Unit should be able to give very high image quality for animals scanning with advance technologies like compound imaging for better cardiac contrast resolution, tissue differentiation and edge detection, equivalent to high end cart-based systems. Please specify the technology.
2. Unit should be compact, durable & less than 5 kg in weight.
3. System should have both online (Read) as well as offline (Write) zoom facility
4. Imaging modes of Real time 2D, Color Doppler, Power Doppler and Pulsed wave Doppler must be available.
5. System must have fast start up to scanning in less than 30 seconds from off condition, for use in critical and emergency field situations.
6. System should support transducer technologies like phased array, convex, linear, Tranrectal for use on small & large animals.
7. The system should have a broadband architecture with an operating frequency of at least 1 to 15 MHz
8. Cine memory should be available on all operating modes.
9. The system shall process a dynamic range that is at least 165db. The system must display at a maximum depth of 35 cm.
10. The system must have dedicated calculation packages for basic cardiac & obstetrics measurements in Equine/Bovine/Ovine.
11. Flat LCD/ TFT monitor of at least 10 inches with flicker free image.
12. Alphanumeric soft keys backlit and splash resistant keypad with easy access scans controls, facility to sanitize the system keyboard to avoid cross contamination.
13. The system must have the ability to function by AC/DC or battery power with the same degree of functionality, the battery life (run time) shall be at least 2 (Two) hours, this needs to demonstrate.



14. The system must have archive capability for storage & retrieval of images and clips. It should have at least 2 USB slots, which allow for direct sharing of images (JPEG) and clips (AVI) to a PC.
15. Unit & transducers must be rugged, resistant to breakage & damage on fall/hit so as to withstand veterinary & field situations.
16. System should possess software for Enhanced Needle Visualization to track the needle clearly at steep angles during the procedures while maintaining striking image quality of the target structures and the surrounding anatomy with simple On/Off functionality with convex and linear transducers.
17. System should have both European CE and US FDA quality certification.

**Transducers & other accessories to be supplied as standard:**

1. 2-5 (+/-1 MHz) MHz multi-frequency broadband convex transducer for general abdominal, Obstetrics scanning for large animals with Biopsy Guide facility.
2. 5-10 MHz (+/-1 MHz) broadband Linear array transducer with size 40 mm (+/- 2mm) for vascular, small parts, musculoskeletal applications with Biopsy Guide facility.
3. 5-10 MHz (+/-1 MHz) broadband Linear array transducer 50mm (+/- 2) for obstetrics, urology & vascular applications in large animals.
4. 1-5 MHz ( $\pm 1$  MHz) multi-frequency broadband Phased array transducer for abdominal, Cardiac, Lung & OB applications
5. Mobile cart with transducer holder and space for printer.
6. Triple Transducer Connector with electronic switching facility to toggle between transducers.

**Optional Transducers/software/Items:**

1. 6-12 (+/-1) MHz multi-frequency, broadband, 25 mm linear array transducer for vascular, musculoskeletal, nerve and superficial imaging.
2. 6-15 (+/-1) MHz broadband Linear array, 50 mm (+/-5 mm) transducer for superficial, small parts and musculoskeletal applications in large animals.
3. B/W Thermal printer





**50mA Portable X-Ray unit with Stand model**

**CONFIGURATION:**  
**X-RAY MACHINE**

box type portable  
It should be a 50mA Full wave rectified carry away  
X-ray machine useful for radiography application

**STAND**  
portable stand.  
It should be a Sturdy & Convenient Ratchet type

**SPECIFICATIONS OF:**  
**X-RAY GENERATOR**

It is a 50mA and 85 kV portable carry away box type portable x-ray unit.

**RATING**  
: 50mA -50KV from 0.06 - 6.0 Secs.  
40mA -65KV from 0.06 -6.0 Secs.  
35mA - 75KV from 0.06 - 6.0 Secs.  
30mA - 85KV from 0.06 - 6.0 Secs.

**EXPOSURE TIME**  
: Solid state electronic timer with time variation from 0.06  
to  
6.0 secs. in 23 steps.

**X-RAY TUBE**  
: Imported stationary anode x-ray tube.

**COLLIMATOR**  
: The manual light beam collimator for centering  
provided.

**PROTECTION**  
: Built in over voltage protection and indication.

**L.V. COMP.**  
: The line voltage compensation from 210 to 250 volts.

**POWER REQ.T.**  
: Single phase 230 Volts, 15 Amps.

**WEIGHT**  
: Not more than 20Kgs

**SALIENT FEATURES OF :**

- Truly portable carry away box type unit.
- A Solid-State electronic timer available for selecting the better mAs factors.
- Built in line voltage compensation for controlling the wide voltage fluctuation.
- Lead lined cone for centering and reducing the scatter radiation.
- A tape for measuring Film Focus Distance.
- Remote control exposure switch and main cable.



- The unit has over voltage protection and indication for the safety of x-ray tube.

**STAND:**

It should be a Sturdy & Convenient dismantlable Ratchet type stand moving on 4 castor wheels. The dimension of base should be not more than width 2.5' and height 5.5', hence it can be moved easily from small height door. It moves Up-Down through handle. It carries weight upto 20Kgs.



**PCR machine/96-Well Thermal Cycler (Applied Biosystems/Eppendorf brand)**

Specifications:

1. Should have Max. Ramp Rate 3.9°C/Sec (Block), 3.35°C/Sec (Sample)
2. Should have Thermal Accuracy of  $\pm 0.025^{\circ}\text{C}$  (35°C to 99.9°C)
3. Should have a Block Configurations of 96-Well, 0.2 mL, 6-zone
4. Should maintain a Thermal Uniformity of  $<0.5^{\circ}\text{C}$  (20 Sec After Reaching 95°C)
5. Should have a Thermal Range of 0°C to 100°C
6. Should have USB capability and Onboard Memory
7. Should have Easy-to-use graphical interface with color and touch screen display
8. Should have Fast and standard reaction speed
9. Should be quiet in operation
10. Reduced PCR cycling time when using faster ramp rates
11. PCR Optimization: each block can be set with a specific temperature which is ideal for precise control over PCR optimization
12. Should have gradient capability to run more experiments. Six peltier blocks can be used to run up to six different annealing temperatures in the same run.
13. Option Remote Management Software provides to remotely manage more than 50 cyclers from your PC or internet-compatible phone
14. Should be supplied with 2 KVA online UPS
15. Should have a local service provider
16. The vendor supplying the instrument should also have the capability of supplying the consumables.



**Gel Documentation System (Bio-Rad/ Thermo fisher brand)**

Specifications:

1. System should be compact, have minimum footprint, a light-tight compact darkroom & a Slide-Out UV Transilluminator.
2. Versatile system to support wide range of applications like Fluorescence, colorimetry/densitometry & Gel documentation, Stain free imaging.
3. The Gel Imaging System should support the following dyes – SYBR Green, SYBR Safe, Ethidium Bromide, Stain Free Gel, Coomassie Blue, Zinc Stain, Flamingo, Oriole, Silver Stain, Coomassie Fluor Orange, Sypro Ruby, Krypton & Colorimetric Blots.
4. The Gel Imaging System should feature touch screen of size 9.7" or more which is Multitouch capable & offer a Display resolution of 1,024 x 768 pixels.
5. The Gel Imaging System should offer Smart Tray Technology that automatically recognizes your application-specific tray and adjust imaging parameters and software options accordingly
6. The Gel Imaging System should offer precalibrated focus for any zoom setting or sample height.
7. The Gel Imaging System should have a high-resolution scientific grade 16 bit CMOS camera of resolution greater than 6.3 megapixels & carry a pixel size of 2.4  $\mu\text{m}$  x 2.4  $\mu\text{m}$ , with Pixel density (gray levels) – 65535
8. Maximum image area - 21 x 14 cm (W x H)
9. Dynamic range - >3.5 orders of magnitude
10. Emission filter -535–645 nm
11. Data output -16-bit or 8-bit: SCN, TIFF, JPEG image files
12. The Gel Placement door should be drawer type allowing access to Gels from either direction for facilitating easy/clutter free gel excision applications.
13. The Instrument should offer Trans-UV (B) and Epi White as Standard Illumination. White Light Trans Illumination and UV/Blue Conversion should be available as optional.



14. Appropriate flat fielding correction should be automatically and consistently applied to image data for every application.

15. System should come with white light conversion screen.

**Specifications of the Image Analysis Software:**

1. Automated lane and band identification, molecular weight or base pairs evaluation, band sizing, and quantitation based on a reference band or quantity standards
2. Snapshot tool to copy images, lane profiles, and graphs
3. Allow Publishing resolution (dpi) and publishing dimension to be specified with a one-click image export for publication. Provides functionality to produce image at user-defined dpi and dimension
4. No requirement of license for registration. The full version software should be installable in large number of computers. Lifetime free upgrades of Software & Firmware should be available. Software should be single for imaging and analysis.
5. Autoexposure – 2 user defined modes (intense or faint bands)
6. Mac and PC compatible software
7. 16-bit and 8-bit tiff images with a one-click export option
8. Software should produce customizable reports with data organized as desired, including, Lane and band identification, molecular weight or base pair evaluation. Band sizing and quantification are based on a reference band or quantity standards.
9. Software should offer live update of results with any change of analysis parameters.
10. Local/Global background subtraction for individual bands.
11. The vendor supplying the instrument should also have the capability of supplying the consumables.
12. The vendor supplying the instrument should also have the capability of supplying the consumables.

