

Notice for Procurement (Website Copy)

**JIS INSTITUTE OF ADVANCED STUDIES AND RESEARCH (JISIASR),
JIS UNIVERSITY, Kolkata
JIS School of Medical Science and Research Campus,
51, South Nayabaz, GIP Colony, Santragachi
Howrah 711112, West Bengal, India**

Date: 10/07/2025

Notice No: JISIASR/ANRF/ECRG/2024/002396/ENS/CDS/KB/EQ-EEG

JIS Institute of Advanced Studies and Research (JISIASR), Kolkata is in the process of purchasing the following item(s) as per details as given as under.

Sl. No.	Name of the Equipment
1	EEG System

Quotations are invited from the qualified seller to supply the above item. The detailed specifications and “Terms & Conditions” are provided in the following sections.

Quotations can be sent on or before **21/07/2025** through the sealed registered post addressed to:

Dr. Kasturi Barik (Assistant Professor)
JIS Institute of Advanced Studies and Research (JISIASR)
JIS School of Medical Science and Research Campus
51, South Nayabaz, GIP Colony, Santragachi
Howrah 711112, West Bengal, India

Contact No.- +91-8250759334, (only for working days from 10 AM to 4 PM)

Terms & Conditions Details as per JIS Group’s guidelines.

TECHNICAL SPECIFICATION:

Name of Equipment	Specification of Equipment
32-Channel EEG System	<ul style="list-style-type: none">● Kit of RMS “Maximus 32” 32 Channel Digital EEG Machine with Portable & Standalone option, Photic Stimulator along with Colour Deskjet Printer:<ul style="list-style-type: none">○ Machine comprising with “Maximus 32” Head Box with stand, Power Adaptor Box, Photic Flash with arm, Maximus 32” EEG with Brain Mapping Software on CD, Wooden Trolley along with standard accessories.● Special Software for Data transfer to Excel format● Electrode Head Cap for Paediatric (2Nos.) & Adult (2Nos.)● Kit of Hardware & Software for Video Monitoring:<ul style="list-style-type: none">○ Comprising with Pan tilt zoom CCD Camera with remote Key board operation.

Sl. No.	Details terms and conditions
1.	Due date: The quotation has to be submitted before the due date. The offers received after the due date and time will not be considered.
2.	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid
3.	Opening of the Quotations: The quotations will be opened by a high-level committee on the next working day of the last date of bid submission.
4.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.
5.	<p>Pre-qualification criteria:</p> <p>(i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the offer should be enclosed.</p> <p>(ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.</p> <p>(iii) OEM should be nationally/internationally reputed Branded Company.</p> <p>(iv) Non-compliance of quotation terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.</p> <p>(v) In the quotation, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.</p> <p>(vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p>
6.	<p>Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>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 not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
7.	Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
8.	<p>Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:</p> <ol style="list-style-type: none"> i. Item Nomenclature ii. Order/Contract No. iii. Country of Origin of Goods iv. Supplier's Name and Address

	<p>v. Consignee details</p> <p>vi. Packing list reference number</p>
9.	<p>Delivery and Documents:</p> <p>Delivery of the goods should be made within a maximum of 08 weeks from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:</p> <ol style="list-style-type: none"> 1. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity; 2. Unit price, total amount; 3. Insurance Certificate if applicable; 4. Manufacturer's/Supplier's warranty certificate; 5. Inspection Certificate issued by the nominated inspection agency, if any 6. Supplier's factory inspection report; and 7. Certificate of Origin (if possible, by the beneficiary); 8. Two copies of the packing list identifying the contents of each package. 9. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
10.	<p>Delayed delivery: If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.</p>
11.	<p>Prices: The price should be quoted in INR (after breakup) and must include all packing and delivery charges for the door-step delivery to JIS Institute of Advanced Studies and Research (JISIASR), JIS School of Medical Science and Research Campus, 51, South Nayabaz, GIP Colony, Santragachi. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated.</p>
12.	<p>Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ul style="list-style-type: none"> • After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. • The acceptance test will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. • In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
13.	<p>Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing</p>
14.	<p>Right to Use Defective Goods</p> <p>If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.</p>
15.	<p>Applicable Law: The place of jurisdiction would be Kolkata (West Bengal) INDIA.</p>

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Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

17.	<p>Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> <input type="checkbox"/> In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments there of shall apply to the arbitration proceedings. The dispute shall be referred to the Director, JISIASR and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. <input type="checkbox"/> In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. <input type="checkbox"/> The venue of the arbitration shall be the place from where the order is issued.
18.	<p>Installation & Demonstration</p> <p>The supplier is required to do the installation and demonstration of the equipment within 10 DAYS of the arrival of item at the JISIASR site of installation, otherwise the penalty clause will be the same as per the supply of materials.</p> <p>In case of any miss happening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience.</p> <p>JISIASR Kolkata will not be liable to any type of losses in any form.</p>
19.	<p>Training</p> <p>The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment immediately after completing the installation</p>
20.	<p>Warranty:</p> <p>(i) Warranty period shall be from date of installation of Goods/machine at the JISIASR Kolkata site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract.</p> <p>(ii) Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter. The items covered by the schedule of requirement shall carry minimum two-year comprehensive warranty from the date of acceptance of the equipment by JISIASR. In case the tendered provide warranty less than 02 years then he has to give justification for lesser period of warranty. Without justification his tender is liable to be rejected.</p> <p>Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 48 hours. The comprehensive warranty includes onsite warranty with parts. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.</p> <p>The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.</p> <p>The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contract the Principal's vendor support Centre on a toll free number/web/mail.</p> <p>The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.</p> <p>(iii) The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of</p>

	any manufacturing, workmanship and poor quality of the components.
21.	Insurance: For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.
22.	User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided. (Ref. Annexure-III) The bidder must attach the Purchase Order copy for Supply & Installation of above equipments during the last 03 financial years in Central Government/Central Autonomous Body/Central PSU/State Government or Autonomous/Reputed Private Research Centres (in Nos. and Value).
23.	Buy-Back Option: It is preferred that the tenderer, either the Indian agent on behalf of the Principal/OEM or the Principal/OEM have an up-gradation policy to move with buy-back purchases.
24.	Incidental services: The incidental services also include: <input type="checkbox"/> Furnishing of 01 set of detailed operations & maintenance manual. <input type="checkbox"/> Arrangement of moving of the item to their location of final installation within JISIASR Kolkata premises at the cost of Supplier through their Indian representatives.
25.	Governing Language The contract (if any) shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
26.	Payment: (i) For imported items Payment will be made through Authorized Indian Agent of OEM (ii) Advance payment is normally not entertained.
27.	Manuals and Drawings (i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications. (ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract. Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.
28.	Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

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Spare Parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

ii. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

iii. In the event of termination of production of the spare parts:

iv. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements;

v. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and

	<p>specifications of the spare parts, if requested.</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within six months of placement of order.</p>
30	<p>Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms and conditions, JISIASR Kolkata, JIS University may consider "Banning" the supplier.</p>
31.	<p>Termination for Default</p> <p>The Purchaser <u>may</u>, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <ol style="list-style-type: none"> i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or ii If the Supplier fails to perform any other obligation(s) under the Contract. <p>iii If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <ul style="list-style-type: none"> • For the purpose of this Clause: <ol style="list-style-type: none"> i. "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. ii. "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 Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition <p>In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.</p>