



OFFICE OF THE CDMO & DISTRICT MISSION DIRECTOR, DEOGARH
DISTRICT PROGRAMME MANAGEMENT UNIT (DPMU)

(Department of Health & Family Welfare, Govt. of Odisha)
DISTRICT HEAD QUARTER HOSPITAL, AT/PO/DIST. - DEOGARH, 768 108
☎ (06641) 226103, Fax : (06641) 226103, E-mail : nhmddeogarh@gmail.com



ZILLA SWASTHYA SAMITI, DEOGARH
(Deptl. of Health & FW, Govt. of Odisha.)



NO. 2064

DT. 30.05.2023

[Tender Call Notice]

Sealed Tenders are invited from registered suppliers/agencies/authorized dealers/Manufacture for supply of Equipment & Instruments for D.H.H, Deogarh. The tender documents shall have to submit in one envelope containing two separate envelopes, one for technical bid & another for financial bid through speed post/register post/courier only on or before 27.06.2023 by 3.00PM to the office of CDM & PHO, DHH, Deogarh The quotation will open on the Dt.28.06.2023 at 11.00AM in the presence of bidders or their authorized representative. The tender paper along with terms and conditions will be available in the website www.deogarh.nic.in & deposit the tender paper cost of Rs 2000/- in shape of DD in favour of "ZSS/ Non- NRHM Funds Account, Deogarh Payable at Deogarh", which is not refundable. The authority reserves right to accept or reject any or all the tender without assigning any reason thereof. The envelope containing the tender document must be clearly super scribed as "**Tender for supply of Equipment & Instruments for D.H.H, Deogarh**"

Sd/-

CDM & PHO CUM- District Mission Director, Deogarh


Chief District Medical &
Public Health Officer
DEOGARH

**TENDER DOCUMENTS FOR
PROCUREMENT OF EQUIPMENT, INSTRUMENT FOR
D.H.H, DEOGARH.**

Name of the District / Health Institution: CDM&PHO, DEOGARH
(HEALTH & F.W. DEPT., GOVT. OF ODISHA)

Tel: 06641-226428

Bid Reference No. 2064/30.05.2023

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS	: 27/06/2023 up to 3:00 PM
Pre-bid conference	: 22/ 06/2023 at 11:30 AM
DATE & TIME OF OPENING OF THE TENDER	: 28/ 06/2023 at 11:00 AM

PLACE OF OPENING OF BID DOCUMENTS
AND
ADDRESS FOR COMMUNICATION
AND
RECEIPT OF BID DOCUMENTS

Chief District Medical & Public Health Officer,
O/o Chief District Medical Officer, Deogarh
Odisha, PIN-768108

Tel: 06641-226428; Fax: 06641-226103
Email: cdmodeogarh@gmail.com /
nhmdeogarh@gmail.com

Chief District Medical & Public Health Officer
Deogarh


Chief District Medical &
Public Health Officer
DEOGARH

SECTION - I

SALE OF TENDER / BID DOCUMENT

The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website or incomplete application received or received after due date or received any other mode as mentioned.

SECTION - II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser	Health & F.W. Department.
2.	Indenter	CDM&PHO, DHH, Deogarh
3.	Consignee	Central Store, DHH, Deogarh
4.	Delivery Period	Within 30 days from issue of the work order.
5.	Mode of Delivery	By Air / Road / Rail
6.	Guarantee/ Warranty	<u>Guarantee / Comprehensive warranty</u> , including spares, maintenance etc. for a period 2(two) years from the date of installation & commissioning. 3(three) years CMC after warranty period.
7.	EMD	The bidder may quote for any or all the equipment by submitting the required EMD of Rs.50,000/- . The Earnest Money Deposit will be paid in the shape of demand Draft only in favor ZSS, Non NRHM Funds from any Nationalized / Scheduled Bank payable at DEOGARH. EMD exemption is not permitted except to local SSI units registered in Odisha only as mentioned in Section - III Clause 23.5
8.	Security Deposit (Performance Security)	The selected firm should submit the performance security in shape of Bank guarantee from a Nationalized Bank in favor of CDM&PHO, Deogarh , equal to the amount of 10% of the purchase order value (for equipment's only) of the items within 21 days of issue of the purchase order which will be deposited in ZSS Non NRHM account & will be returned back after completion of warranty period.


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9.	Pre-qualification	<p>A. Manufacturing units / Importers are eligible to participate in the tender provided, they have</p> <ul style="list-style-type: none"> (i) Valid manufacturing license / Import License. (ii) Valid ISO certificate. (iii) Product must be CE & US FDA etc. certified as per Technical Specification (Section V). (iv) Tenderer (Manufacturer/Importer) should have proof of supply of 10 nos. or more of the quoted equipment(s) to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user in last 2 years. (v) Proof of annual average turnover (Manufacturers) of Rs.1 Crore or more in each financial year in the last three years (2019-20, 2020-21, 2021-22). (vi) Proof of manufacturing of these equipment's for last 3 years. (vii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization for the quoted item is not eligible to participate in the tender. <p>B. Authorized distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p> <ul style="list-style-type: none"> (i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at Annexure - V. The authorized distributor may raise bill, if specially authorized by the manufacturer. Proof of annual average turnover of Rs.1 Crore or more in each financial year in the last three years (2019-20, 2020-21, 2021-22) (ii) The authorized distributor will submit all the documents in support of eligibility of the manufacturer as mentioned above in clause No. "A" along with the tender.
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SECTION -III

TERMS AND CONDITIONS FOR SUPPLY &INSTALLATION OF MEDICAL EQUIPMENTS

- 1.1 Sealed tenders will be received till dated **27.06.2023 up to 3:00 PM** by the O/o- CDM&PHO, DEOGARH. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Courier services / Speed Post only.**
- 1.2 The bidder(s) are to submit their tenders in **separate** sealed covered envelops for **technical bid** and **commercial bid** by super scribing **Cover "A" (Technical Bid) &Cover "B" (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be super scribed as **"TENDER DOCUMENTS FOR PROCUREMENT OF EQUIPMENT & INSTRUMENT FOR D.H.H, DEOGARH"** to the Office of CDM & PHO DEOGARH, Odisha & Tender Reference No. 2064/30.05.2023
- 1.3 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened by the CDM&PHO, DEOGARH in the office chamber of the CDM & PHO DEOGARH **on dated-28.06.2023 at 11:00 AM**. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.
- 1.4 Pre-bid conference shall be held in the Office Chamber of Chief District Medical Officer, DHH, Deogarh on dtd-**22.06.2023 at 11:30 A.M**. The prospective bidders may attend and clarify any doubts on the terms and conditions of the bid document.

ELIGIBILITY CRITERIA

- 2.1 Manufacturing units / Importers are eligible to participate in the tender provided, they have


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- (i) Valid manufacturing license / Import License. Importers have to furnish the authorization from the manufacturer.
 - (ii) Valid ISO certificate.
 - (iii) Product must be BIS/CE & US FDA etc. Certified (As per **Section V** -technical specification).
 - (iv) Tenderer should have proof of supply of ten (10) or more of the item (s) mentioned in the schedule of requirement to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user in last 2 years. (Annexure VII)
 - (v) Proof of compliance with IEC Certificate (As per **Section V** -technical specification) -Medical Electrical Equipment's, particular requirement for Electrical Safety of the equipment's.
 - (vi) Proof of manufacturing these equipment's from last 3years at least (Certificate of Incorporation of the manufacturer)
 - (vii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting.
- 2.2 Authorized distributors are eligible to participate in the tender provided:
- (i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at **Annexure - V**. The authorized distributor may raise bill, if specially authorized by the manufacturer.
 - (ii) The authorized distributor will submit all the documents in **support of eligibility of the manufacturer** as mentioned in clause No. 2.1 along with the tender.

The following documents should be self-attested and enclosed in Cover "A" (Technical Bid) by the tenderer.


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TECHNICAL BID:

- 3.1 Checklist with detail of the documents enclosed in **Cover "A"** (as per **Annexure - I**) with page number. The document should be *serially arranged* as per this **Annexure - I** and should be securely tied and bound.
- 3.2 List of Item(s) Quoted with name of the Make & Model of the item (s) (**Annexure -II**)
- 3.3 Tender document fee of Rs.2,000/- in shape of Demand Draft
- 3.4 Earnest Money Deposit of Rs.50,000/-in shape of Demand Draft.
- 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service Centre/ contract person / office in Orissa (**Annexure - III**).
- 3.6 The declaration form in **Annexure - IV** duly signed by the tenderer before Notary Public / Executive Magistrate.
- 3.7 Manufacturer's Authorization Format in **Annexure -V**(In case the bidder is not the manufacturer)
- 3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure - VI**) that the annual average turnover of the manufacturing firm/Authorized dealer is Rs.1 Crore or more in the last 3 (three) financial years.
- 3.9 Performance Statement (**Annexure - VII**) (**Item wise**) during the last two years towards proof of supply of (10) or more to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement.
- 3.10 Deviation/No Deviation Statement from Technical Specification& details of technical specification of the product(**Annexure-VIIIA & B**)
- 3.11 Leaflet/Technical Brochures of the product/item offered.
- 3.12 Copy of Valid Manufacturing License of the manufacturer (s) / Import License by the Importer (also to be submitted by the authorized distributor).
- 3.13 Copy of Valid ISO certificate.
- 3.14 Copy of Valid ISI / CE & US FDA certificate (as per Section V-Technical Specification).


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- 3.15 Copy of Certificate in support of IEC certificate (as per Section V-Technical Specification).
- 3.16 Copy of GST certificate.
- 3.17 Latest ITR copy financial year 2019-20, 2020-21, 2021-22.
- 3.18 Audited Profit loss statement last three financial Years.
- 3.19 The Original Tender Book with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
- 3.20 Certificate in support of service center in Orissa or undertaking to set up service center in Orissa within one month from the date of installation if approved (for those who have no service centers in Orissa).

COVER – B (PRICE BID)

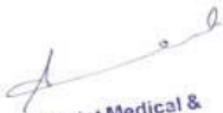
4. The tender format giving the quoted rate for medical equipment's should be sent in a separate sealed covers hereafter called **Cover "B" (Price Bid)**.

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

- 4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – IX**), both hard copy and soft copy must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery), and warranty for 2 years. The price of CMC for 3 years, turnkey job (accessories if any for installation), sales tax / GST and entry tax charges (if any) should be quoted in a separate column. The rate should be quoted for **each item** both in figures and words. **In case of difference in words and figures, words will be taken into consideration for evaluation.**

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

- 4.2 The price of reagent /Consumable to be listed separately where the equipment needs the specific reagent of the companies along with hike % per annum from 2nd years onwards for 5 years minimum. The Cover "B" or financial Bid of tenderers, who qualifies in their technical bid, will only be opened at the office of CHIEF DISTRICT MEDICAL OFFICER- DEOGARH date & time which will be intimated to them by CDM&PHO, Deogarh.


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REJECTION OF TENDER

5. The tender paper will be rejected, if any of the following documents are wanting / not submitted with the tender:
- (i) Manufacturing license of the manufacturer / Import License.
 - (ii) Manufacturing authorization in case of distributor/importer
 - (iii) Earnest Money Deposit (EMD).
 - (iv) Annual Average Turnover of Rs. 1 Crore or more (Manufacturer) in last 3 financial years.
 - (v) Latest ITR copy of last three financial years.
 - (vi) Profit & Loss account statement of last three financial years.
 - (vii) Valid ISO certificate.
 - (viii) Valid ISI / CE / US FDA certificate as per Section V - Technical Specification.
 - (ix) IEC Certificate as per as per Section V - Technical Specification.
 - (x) Proof of supply/ installation of (10) or more equipment(s) mentioned in the schedule of requirement to any Govt. Organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user during the last two years.
 - (xi) Major deviations from the technical specification of the item(s) as per tender.
 - (xii) Price bid / quoted rate with signature and seal (Hard Copy).

EARNEST MONEY DEPOSIT

- 6.1 The Earnest Money Deposit will be submitted in the shape of demand Draft only in favor of ZSS, NON NRHM FUNDS Deogarh, from any Nationalized / Scheduled Bank payable at Deogarh.
- 6.2 The EMD of the unsuccessful tenderer will be returned back without interest after placement of purchase order to the successful tenderer and EMD of successful tenderer will be returned after submission of performance security/adjusted against the performance security as per the request of the bidder.


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- 6.3 The EMD will be forfeited if the tenderer withdraws the tender or doesn't sign the contract/ doesn't supply the items (in case of successful bidder) within the stipulated time period.

SECURITY DEPOSIT: (Performance Security)

- 7.1.1 The performance Security should be submitted in shape of Bank guarantee from a Nationalized Bank in favor of CDM & PHO Deogarh equal to the amount of 10% of the purchase order value of the item within 21 days of issue of the purchase order, which will be deposited in the ZSS Non NRHM fund account of Deogarh.
- 7.1.2 The agreement (**as per Annexure - X**) will be signed between the supplier and the consignee / purchaser and will be kept by the consignee. A copy of the agreement will be kept by the purchasing authority. The agreement must be submitted before the payment is released.
- 7.2 The Security Money will be returned back to the tenderer without interest after the expiry of the warranty period i.e. two years after the date of installation & signing of the CMC agreement.
- 7.3 Security money will be forfeited if there is any violation of the tender terms and conditions.

TENDER CONDITIONS:

- 8.1 The details of the medical equipment's with specifications are mentioned in **Section V. The firm must clearly mention their specification, special features, upgraded version (if any) in their tender.**
- 8.2 Tenders should be typewritten or computerized and every correction in the tender should invariably be attested with signature by the tenderer with date before submission, failing which the tender will be ineligible for further consideration.
- 8.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with 2 years onsite warranty and exclusive of Sales Tax/VAT & Entry Tax should **be quoted for the medical equipment's (Item wise) on door delivery basis. The turnkey job(cost of accessories if any required for Installation/Commissioning), 3 year CMC cost & Sales Tax/GST&**

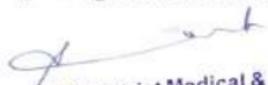

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Entry Tax *should be mentioned in separate columns*. The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.

- 8.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the equipment.
- 8.5 The rate per unit packing shall not vary with the quantum of order placed for destination point.
- 8.6 If there is difference between figures & words, words will be taken into consideration.
- 8.7 In the event of the date being declared as a holiday by Govt. of Orissa, the due date of sale, submission of bids and opening of bids will be the following working day at the appointed place & time.
- 8.8 The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government / DGS&D and the Maximum Retail Price (MRP). The purchaser, at his discretion, will in such case, exercise the right of revising the price at any stage so as to conform to the controlled price or MRP as the case may be.
- 8.9 To ensure sustained supply without any interruption the tender inviting authority reserves the right to split orders for supplying the requirements among more than one tenderer if the lowest eligible bidder fails to supply in scheduled time and L₂ & L₃ firms agree to match the L₁ rate.
- 8.10 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the date of placement of purchase order and on no account any increase in the price will be entertained till the completion of this tender period.
- 8.11 No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rate quoted by him. Clerical error / typographical error, etc. committed by the tenderers in the tender forms shall not be considered after opening of tenders. Conditions such as "SUBJECT TO AVAILABILITY" / "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstance and the tenders of those who have given such conditions shall be treated as incomplete and for that reason, shall be rejected.


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- 8.12 If at any time during the period of contract, the price of tendered item is reduced or brought down by any law or act of the Central or State Government or the tenderer, the tenderer shall be morally and statutorily bound to inform the CDM&PHODEOGARH, Orissa immediately about such reduction in the contracted price. The CDM&PHODEOGARH, Orissa is empowered to unilaterally effect such reduction in rate in case the tenderer fails to notify or fails to agree for such reduction of rate.
- 8.13 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of issue of the purchase order or till issue of next tender for these items whichever is earlier.
- 8.14 If the relevant documents / certificates which are required to be furnished along with the tender are written in language other than English, the tendering firm shall furnish English version of such documents / certificates duly attested by a Gazette Officer / Notary with his seal and signature.
- 8.15 If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for five (5) years.
- 8.16 Rate should be quoted in Indian Currency, both in words and figures against each item as the payments will be made in Indian currencies only (Annexure-IX). The tenderer shall not quote his own rate for any item other than the item specified in the list. **(Section IV - Schedule of Requirement)**.
- 8.17 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 8.18 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Orissa from time to time. Either C.G.S.T or S.C.G.T(as applicable) will be paid to the supplier. In case of Entry Tax, the supplier has to deposit the original receipt to claim it, if finished goods are brought from outside the State. The Sales Tax & entry tax components should be shown **separately** in the Price Schedule.
- 8.19 The requirement of items may increase or decrease depending on the situation.


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PACKAGING:

- 9.1 All the packaging should be primary (New). The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage.

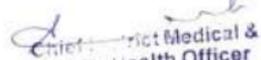
TURNKEY:

- 10.1 The external power supply will be provided by the purchaser but the internal wiring and electrical fittings inside the room and accessories if any required for installation & commissioning of the equipment required for installation & commissioning will be provided by the supplier without any extra cost (apart from the cost mentioned under turnkey in the Price schedule).

COMPREHENSIVE WARRANTY&CMC:

(Undertaking as per Annexure – XI& XII)

- 11.1 The comprehensive warranty will remain valid for 2 years from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the consignee and photocopy of that to CDMO DEOGARH after installation.
- 11.2 The warranty will cover **all the parts of the machine or item and any replacement or repair required** within the warranty period and will be provided by the supplier free of cost at the destination point (installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during the warranty period.
- 11.3 The Supplier shall warrant that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The Supplier shall further warrant that


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all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

- 11.4 **CMC:** The tenderer shall also commit to provide offer for CMC (**Laparoscopic Tubal Ligation, Fully automated random dry bio-chemistry analyzer**) for the next three (3) years after two (2) years of warranty. No extra cost will be paid other than the CMC cost for functioning of the item during this period. The supplier will provide **two (2)** preventive maintenance in every **six months** during the period of CMC.
- 11.5 The selected firm should have a service Centre in Orissa.
- 11.6 All the warranty certificates must be handed over to the consignee after installation.

TRAINING & OPERATIONAL MANUAL:

- 12.1 The firm / supplier will provide hands on training to two doctors and two technicians in his own cost for operating / handling the medical equipment's within 15 days of installation of equipment.
- 12.2 The supplier / firm will provide the operational / maintenance manuals and tools (if required) of all items, equipment's & turnkey to the consignee at the time of installation.

UPTIME GUARANTEE:

UP-TIME BALANCE:

The Supplier (s) shall provide guarantee 95% uptime during comprehensive warranty period i.e. for 2 years from the date of installation & commissioning.

Any uptime less than the specified period above will be compensated by the Supplier(s) by extending the warranty period. The consignee shall maintain a


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logbook in the format provided by the Supplier(s) which will indicate usage of the equipment every day and for calculation of up-time **for the said item and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.**

DOWNTIME PENALTY CLAUSE:

14.1 During the Guarantee / warranty period, desired uptime of 95% of 365 days will be ensured (24 hour). If downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipment for **TWO YEARS** after installing the unit in the institute. If accessories / other attachment of the system is procured from the third party, then the vendor must produce cost of the accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the institute if required.

In no case equipment should remain in non-working condition for more than 7 (seven) days from the date of complaint, beyond which a penalty will be applicable as per Rule.

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

SPARE PARTS:

15.1 The spare price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period should be attached / enclosed along with the sealed quotation.

15.2 The tenderers are required to furnish the list of spares along with their cost in the financial Bid separately which will not be taken for evaluation.

15.3 Local agents / distributors quoting on behalf of the manufacturer / importer must attach the authority letter in their favor.


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LOGOGRAMS AND LABELLING:

- 16.1 Tenderer for the supply of medical equipment's shall give an undertaking in his tender that he will print "**Govt. of Orissa Supply - Not for Sale**" in bold letters in inedible ink on the equipment.

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 17.1 The CDM&PHODEOGARH, Odisha reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.
- 17.2 The CDM&PHODEOGARH, Orissa will be at liberty to terminate the contract either wholly or in part without assigning any reasons thereof. The tenderers will not be entitled to any compensation whatsoever for such termination.
- 17.3 The supply should be completed within 30 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 30 days or 60 days with liquidated damage from the date of issue of the purchase orders from the CDM&PHODEOGARH, such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified in clause no. 21.1 to 21.2. The approved firm shall also suffer forfeiture of the EMD and Security Deposit.
- 17.4 If the approved supplier fails to execute the supply within the stipulated time, the CDM&PHODEOGARH, is empowered to purchase the same items from L₂ or L₃ tenderer if they match the L₁ rate.

EVALUATION:

- 18.1 *The rates of the item quoted by the tenderer who qualify technically will be evaluated after taking the following points into consideration: -*

[Signature]
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- a) Rate of the medical equipment's will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years, cost of turnkey (cost of accessories if any for installation/commissioning) & CMC for next three (3) years but excluding GST.
- b) The cost of the medical equipment's (excise duty /customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years but excluding GST), cost of turnkey (cost of accessories if any for Installation & Commissioning with all taxes for turnkeys)& cost of CMC for next three(3) years after warranty will be added and the lowest responsive bidder will be selected.
- c) The circulars issued by the Finance Department, Govt. of Orissa from time to time regarding tax matters shall be taken into account for evaluation and shall be binding on the bidders.

LIQUIDATED DAMAGE:

- 19.1 The CDMO may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 30 days) with a penalty of 0.5% which will be deducted from the purchase order value as "Liquidated Damage", for each week (7 days) upto a maximum 2% on the value of the goods.
- 19.2 If the supplier fails to complete the supply within the extended period, i.e. 50 days after being allowed by the CDMO, no further purchase order will be placed to the firm cost of medical equipment's or turnkey job will be made to the tenderer.

TERMS OF PAYMENT:

20.1 No advance payments towards

- 20.2 90% of the cost of the equipment (**excluding CMC Cost**) + 100% turnkey job + 100% tax shall be paid to the supplier on receipt of the stock entry certificate, installation and demonstration of the item from the consignee. The balance 10% of the payment of equipment will only be made after receipt of certificate on working status of the equipment from the consignee after 6 weeks of installation and commissioning of the equipment for which, the supplier has to

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raise two bills **(A)** one for 90% of the cost of the equipment + 100% turnkey job + 100% taxes **(B)** the other for balance 10% of the cost of the equipment.

- 20.3 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier as per clause no. 7.1.1, if they have not deposited the same before. Payment will only be made after handing over the Agreement, undertaking, warranty papers of equipment and turnkey jobs to the consignee and a letter to this effect should be submitted to the payment authority from the consignee.
- 20.4 No claims shall be made against the CDM&PHO, Deogarh Orissa in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
- 20.5 Payments in shape of Draft / Pay Order will preferably be dispatched to the supplier by Registered post with A.D or e-payment / on-line transfer or may be handed over to the authorized person of the supplier.
- 20.6 The payment of CMC will be made on a six monthly basis, after completion of warranty period and signing of the CMC agreement.

PENALTIES:

- 21.1 If the successful tenderer fails to deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit & security deposit submitted by him along with his tender shall stand forfeited by the CDM&PHO, Deogarh Dist. Orissa by reasons of such breach, such as failure to supply / delayed supply.
- 21.2 Violating the tender terms and conditions & non supply / supply of Not of Standard Quality equipment will disqualify the firm to participate in the tender for a period of 2 (two) years from the date of issue of letter and his E.M.D & security deposit will be forfeited and no further purchase order will be placed to that firm for that item.

In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court Dist. Deogarh or High Court of Orissa.

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pection /Testing:

The selected supplier shall have to arrange for demonstration of the equipment at the supply point. The purchaser or its nominated representative(s) shall inspect and test the equipment's at the supply point to check their conformity to the specifications and other details incorporated in the contract.

CONDITIONS APPLICABLE TO LOCAL MSEs / SSI's OF ORISSA:

The MSE / SSI Units of the State of Orissa will be given the following preferences in the tenders provided they produce the following documents as per MSME Development Policy-2009 and IRP - 2007:

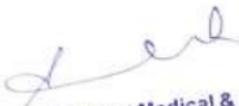
- 23.1 Attested copy of valid manufacturing licence.
- 23.2 P.M. T Certificate from the Director of Industries, Orissa or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Orissa, provided that MSE / SSI units has not been derecognised by the Govt. for that specified period.
- 23.3 Local Micro & Small Scale Enterprises (MSE) and Khadi & Village industrial units including handloom and handicrafts will enjoy a price preference of 10% vis-à-vis over local medium and large industries as well as industries outside the State. Local Micro & Small Scale Enterprises having ISO, ISI Certification for their product shall get an additional price preference of 3% as per provision of IPR-2007.
- 23.5 Local MSEs registered with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC, NSIC shall be exempted from payment of earnest money and shall pay 25% of the prescribed security deposit.
- 23.6 Clause number 1 to 22 is also applicable to the Small Scale Industry Units of the State of Orissa.


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LIST OF EQUIPMENTS

Sl. No	Name of Equipment	Req. Qty.
1.	Laparoscopic Tubal Ligation	1
2.	Fully automated analyser dry chemistry	1

The quantity mentioned above is indicative only. It will vary as per actual requirements in different institutions & availability of fund


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**FULL HD LAPARASCOPE SYSTEM with GYN-
HYSTEROSCOPE SET**

CATEGORY 1: - FULL HD ENDOVISION SYSTEM

Below mentioned Equipment's should be from same manufacturer only with USFDA & EUROPEAN NOTIFIED CE certifications only.

MONITOR: -

- Should be MEDICAL GRADE FULL HD with SCREEN diagonal should be 27 INCH or more with LED CRYSTAL DISPLAY.
- HDTV display in original 16:9 formats with 1080 p/50 & 1080 p/60 display only.
- Max. Resolution of 1920X1080.
- Desk top with pedestal & should have the facility of PIP mode.
- Should be from same manufacturer make or may be from LG, SONY, EIZO or PANASONIC.

HD CAMERA CONTROL UNIT & FULL HD CAMERA HEAD: -

- The system should have the Full HD Resolution 1920*1080
- CCU IN-BUILT Medical grade recorder for Capturing FULL HD Videos and FULL HD Stills with Internal storage capability or External Medical grade recorder should be provided from the same manufacturer only.
- System should have facility of controlling the recording device from the camera head.
- Should have the facility of connection of Video Flexible Endo-Scopes for the use of GI SURGERY, SURGERY or GYANEIC SURGERY to the Camera Control Unit.
- System should have 2*DVI Input & Output for transmission of Full HD signal.
- Control buttons: 3 (2 of them freely programmable).

LED LIGHT SOURCE WITH FIBER OPTIC CABLE: -

- LED Illumination technology with Colour Temperatures 6400K.
- Should have Average LED life of 30,000 Hrs or more.
- Light Outlets - 1
- Light Intensity Adjustment: - Continuously adjustable manually or automatically by cameras video output.
- Fibre optic cable should be supplied with Diameter 4.8mm, Length 250cm.

TELESCOPE: -

- Telescope 0°, 10mm, straight forward telescope, 0-degree UHD Wide Angled enlarged view, Length: 30-35 cms, Autoclavable, Fibre optic light transmission incorporated - 1 No.
- Telescope 30°, 10mm, forward oblique 30-degree UHD Wide Angled enlarged view, Length: 30-35 cms, Autoclavable, fibre optic light transmission incorporated - 1 No.
- Telescope 0°, 5mm, straight forward telescope, 0-degree UHD Wide Angled enlarged view, Length: 29-35 cms, Autoclavable, Fibre optic light transmission incorporated - 1 No.
- Telescope 30°, 5mm, forward oblique 30-degree UHD Wide Angled enlarged view, Length: 29-35 cms, Autoclavable, fibre optic light transmission incorporated - 1 No

40 LITRES or HIGH INSUFFLATOR: -

- Electronic CO2 Insufflator with Gas heating & highest degree of patient safety.
- High flow mode with flow performance up to 40 l/min.
- Gas flow: 0-40 l/min or MORE & Pressure: 0-30 mmHg (4000Pa).


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- High flow mode (0 to 40 l/min. or MORE) & Sensitive mode pressure 15 mmHg & flow 15 l/min for sensitive application
- Electronic control and colour touch screen.
- Following data are displayed on touch screen:
 - A. Insufflation mode.
 - B. Set value pressure (0-30 mmHg).
 - C. Current patient pressure.
 - D. Set value gas flow (0-40 l/min or MORE).
 - E. Current gas flow.
 - F. Gas consumption (0-999 l).
- Power supply: 100-240 VAC, 50/60 Hz.
- Certified to: IEC 60601-1, CE label acc. to MDD, medical product Class IIb.
- Type of protection against electrical shocks: Protection Class 1.
- Degree of protection against electric shocks: Applied part type CF, International protection code: IP21.

HAND INSTRUMENTS & OTHER ACCESSORIES: -

- Reusable Veress Pneumoperitoneum Needle Spring loaded blunt stylet luer lock length 13 cm& 15 cm - 1 each.
- Reusable Trocar: - 6mm - Multifunctional, insufflation stopcock, pyramidal tip, length (10.5cm), Flapper valve - 6 no's
- Reusable Trocar: - 11mm & 13.5 mm-Multifunctional valve, insufflation stopcock, pyramidal tip, length (10.5cm) & 13.5 mm BARIATRIC LENGTH, Flapper valve - 3 each.
- Suction and Irrigation Cannula-Size 5mm & 10mm, length 36cm, used with suction and irrigation handle, size - 2 each
- Grasping forceps STRAIGHT toothed 2X4 teeth-Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33-36 mm, dismantling facility- 2 Nos.
- Grasping forceps straight- LONG toothed 2X3 teeth-Single action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33-36 cm, dismantling facility-2 Nos.
- Maryland forceps-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2nos
- Grasping forceps-Atraumatic-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2nos
- Grasping forceps-Allis-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2nos
- Grasping forceps BOWEL CURVED- Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33-36 cm, dismantling facility size 5 mm only-2 Nos.
- Grasping forceps-plain dissection & Grasping-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility - 2nos
- Grasping forceps- Babcock-Double action jaws, rotating with connector pin for unipolar coagulation, size 5 mm, length 33-36cm, dismantling facility, size 5mm - 2 Nos.
- Fan shaped retractor-Rotating, size 5mm, length 33-36cm, dismantling facility - 2nos
- Hook Scissors-Double action jaws, rotating with connector pin for unipolar coagulation, size 5mm, length 33-36cm, dismantling facility- 2nos
- Rotating spoon shaped Scissors- Double action Sharp jaws, rotating with connector pin for unipolar coagulation size 5 mm, length 33-36 cm, dismantling facility disposable only - 30 Nos.
- Rotational Bipolar coagulating with fine Atraumatic Serration- size 5 mm, length 33-36 cm fenestrated- 2 nos.
- ROTATIONAL Bipolar coagulating DISECTING & GRASPING forceps-Size 5 mm, length 36 cm, 3 mm width of jaws - 2 nos.
- High Frequency MONOPOLAR Cord for 5mm hand instruments - 2 nos.
- High Frequency BIPOLAR Cord- 2 nos.
- Knot pushers - Eye type, length 33-36 cm - 2nos. each for intra and extra corpal knotting.
- Needle holder coaxial type-5mm, tungsten tip, straight handle with ratchet, single moving jaw, length 33-36cm - 2nos. with carbide insert tips for straight and curved needles
- Clip Applicator-Medium Size -Rotatable, Provision for locking the shaft conveniently, 10mm, compatible with clip LT 300, - 2nos. quoted with adequate no. of spare clip
- Clip Applicator- Large-Rotatable, Provision for locking the shaft conveniently, 10mm, compatible with clip LT 400, - 2nos. quoted with adequate no. of spare clip 24
- Reusable Trocar: - 7 mm - Multifunctional valve, insufflation stopcock, pyramidal tip, length (10.5cm) Flapper valve -2 nos.
- CAP REDUCER - 11/5 MM - 2 Nos.


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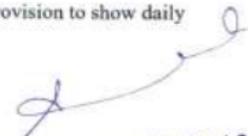
- REDUCTION SLEEVE - 11/5 MM - 2 Nos.
- L-Hook-Size 5mm, length 33-36cm with pin for cautery- 2nos
- Spatula-Size 5mm, length 33-36cm with pin for cautery - 2nos
- Fascia closure instrument-Size 2.8mm, length 17cm - 2nos
- Washers-For 5- & 10-mm cannula and reducers - 50 each.
- Assistant needle holder-5mm diameter instrumentations with a working length of at least 33-36 cms with carbide insert tips for straight and curved needles. 2 no's - for straight & curved needles with carbide insert tip
- Injection and puncture canula-5 mm diameter, 33-36cms length with luer lock - 2 no's
- Myoma screw - 5mm, 33-36 cms - 2 nos.
- HF Needle electrode for splitting & coagulation insulated with connection pin for unipolar coagulation, working length - 31-33cm - 2 nos.
- Additional Requirement (Should be either from same MANUFACTURER or from reputed INDIAN MANUFACTURER): -
- Video Trolley Good Quality Indian Make
- CO2 Cylinder (9 Kg)-2 Nos. FORMALIN CHAMBER 26 inch - 2 Nos. CIDEX TRAY - 2 Nos.

ALL UNITS & INSTRUMENTS SHOULD BE FROM SAME MANUFACTURER ONLY WITH EUROPEAN NOTIFIED CE & USFDA CERTIFICATIONS ONLY.

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FULLY AUTOMATED CLINICAL CHEMISTRY ANALYZER

1. The analyzer should be automated, discrete, patient prioritized, random access clinical chemistry analyzer capable of performing biochemistry and immunoturbidimetric assays
2. The analyzer should be a floor model and should have provision to upgrade with ISE (optional)
3. The analyzer should have throughput of at least 375 tests / hour photometric and more than 600 tests/hour with ISE (optional)
4. The analyzer should have facility for unlimited number of programmable profiles and calculation Item
5. The analyzer should have provision of sample track system with autoloader to place at least 150 samples at a time with continuous loading.
6. All positions on sample tray should accept STAT samples with additional provision for blanks, controls, standards and ISE solutions in the same sample tray
7. The analyzer should accept 5 ml, 7 ml and 10 ml test tubes. 2 ml and micro cup.
8. The analyzer should have sample pipetting between 2–65 μ l with increments of 0.1 μ l and 70 μ l (Fixed) for direct ISE
9. The analyzer reagent tray should be peltier cooled and should accepts more than 50 reagent bottles. It should accept 20 ml, 50 ml bottles and 5 ml adapters
10. The analyzer should have provision to collect biohazard waste in a separate container
11. Analyzer should have dedicated sample probe and 2 separate probes for reagents
12. The analyzer should have more than 70 permanent hard glass cuvettes
13. The analyzer should have dedicated on board laundry system to wash cuvettes, it should have provision for extended wash facility with acid alkali solutions, water consumption should not exceed 15 Ltrs per hour.
14. The analyzer should have minimum reading volume of 180 μ l or more
15. The analyzer should consist of multi wavelength diffraction gratings with 12 wavelengths ranging from 340 – 750 n.m.
16. The analyzer should have provision for 4 channel direct ISE
17. The analyzer should have dilution ratio from 2 to 150 times for sample and calibrator with reflex testing facility
18. The analyzer should have extensive Q. C. program and provision to show daily and monthly Levey-Jennings chart.


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19. The analyzer should have facility for vertical obstruction detection, clot detection for sample, Capacitance based liquid level sensing, Auto dilution and Auto rerun, and Serum indices
20. The analyzer should have facility for calibration curve viz : Linear (one, two point and multi point) K factor, 4P, 5P, Logit Log, Cubic spline, Exponential , Polynomial
21. The analyzer should have dedicated immersion mixing facility with a pair of rotating mixer unit with user defined variable speeds (atleast 3 speeds)
22. The analyzer should have provision for last 5 usable calibration
23. The Instrument should support remote handling through internet connection with Touch screen user friendly operations,
24. Instrument should be CE certified and US-FDA approved.
25. The instrument manufacturer should be manufacturer of reagents, controls and calibrators, and it should be preferably of INDIAN origin.



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SECTION -VI

ANNEXURES

(Technical Bid, Price Bid, Agreement, Undertaking for CMC)

ANNEXURE -I

(Refer Clause No. 3.1)

CHECK LIST

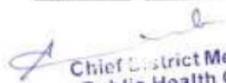
[To be submitted in Cover A Technical Bid]

Note: The documents have to be arranged serially as per the order mentioned in the check list

Please put ✓ in the respective box

COVER - A (TECHNICAL BID) DOCUMENTS: SUBMITTED OR NOT

- | | | | |
|---|-----------------------------------|------------------------------|-----------------------------|
| 1. List of Item (s) - Annexure II | Page No. <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Tender document Fee | Page No. <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Earnest Money Deposit | Page No. <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III) | Page No. <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate | Page No. <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. Manufacturer's Authorization Format (Annexure - V) | Page No. <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7. Performance Statement (Item wise) during the last two years(Annexure -VII) | Page No. <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8. Copies of Purchase order (Item wise) in support of the performance statement | Page No. <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 9. Deviation/No deviation Statement (Item wise)& details | Page No. <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |


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of technical specification (Annexure -VIII A & B)

10. Leaflets/Technical Brochures of the Products offered (Item wise)
- | | | | | | |
|----------|--|-----|--|-----|--|
| Page No. | | Yes | | No. | |
|----------|--|-----|--|-----|--|
11. Copy of Manufacturing License / import license
- | | | | | | |
|----------|--|-----|--|----|--|
| Page No. | | Yes | | No | |
|----------|--|-----|--|----|--|
12. Copy of Valid ISO Certificate
- | | | | | | |
|------|--|-----|--|----|--|
| Page | | Yes | | No | |
|------|--|-----|--|----|--|
13. Attested Photocopy of Up-to-date CE & US FDA/BIS Certificate (Item wise) (As per technical specification)
- | | | | | | |
|----------|--|-----|--|----|--|
| Page No. | | Yes | | No | |
|----------|--|-----|--|----|--|
14. Attested Photocopy of Up-to-date IEC Certificate (Item wise) (As per technical specification)
- | | | | | | |
|----------|--|-----|--|----|--|
| Page No. | | Yes | | No | |
|----------|--|-----|--|----|--|
15. Photocopy of PAN
- | | | | | | |
|----------|--|-----|--|----|--|
| Page No. | | Yes | | No | |
|----------|--|-----|--|----|--|
16. Photocopy of GST certificate
- | | | | | | |
|----------|--|-----|--|----|--|
| Page No. | | Yes | | No | |
|----------|--|-----|--|----|--|
18. Copy of original Tender and schedules, duly Signed by the Tenderer
- | | | | | | |
|----------|--|-----|--|-----|--|
| Page No. | | Yes | | No. | |
|----------|--|-----|--|-----|--|

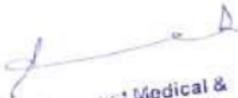

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ANNEXURE - III

(Refer Clause No. 3.5)

(To be submitted in *Cover A -Technical Bid*)**DETAILS OF THE TENDERER & LOCAL CONTACT PERSON**

	Corporate Office (The address in which the purchase orders and payment details will be communicated)	Local Contact Person / Branch Office / Zonal Office / Service Centre if any, in Orissa.
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E - Mail		
Date of Inception	Copy of Certificate of incorporation of Manufacturer)	
Manufacturing License Nos. & Date	Copy of manufacturing licence of Manufacturer)	
Name of the issuing authority		
License valid up to		

**Signature of the Tenderer:
with seal****Date:****Official Seal:**
District Medical &
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DEOGARH

ANNEXURE - IV
(Refer Clause No. 3.6)

(To be submitted in *Cover A - Technical Bid*)
DECLARATION FORM

I / We having My / our
.....office
at.....do declare that I / We have carefully read all the
terms & conditions of tender of the _____, Orissa for the supply of medical
equipment's. The approved rate will remain valid for a period of one year from the date of
approval. I will abide with **all the terms & conditions** set forth in the **Tender Reference**
no. _____

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

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit
and or Security Deposit and blacklist me/us for a period of 5 years if, any information
furnished by us proved to be false at the time of inspection / verification and not complying
with the Tender terms & conditions.

I/We further declare that I/We possess valid manufacturing license (s) bearing No.
(s)Valid upto I / We
..... do hereby declare that I / we will
supply the _____as per the terms, conditions & specifications of the tender
document. I / we further declare that I / we have a service centre / will establish a service
centre within one month of installation of the equipment in Orissa.

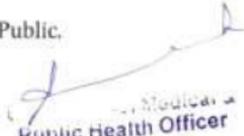
Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.


.....
Public Health Officer
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ANNEXURE - V
(Refer Clause No. 2.2(i))

(To be submitted in *Cover A - Technical Bid*)
MANUFACTURER'S AUTHORISATION FORMAT

To

The CDM&PHO
Dept. of Health & Family Welfare
Govt. of Orissa.

Ref: Tender No. _____ Dated _____ for _____.

Dear Sir,

We, _____ are the manufacturers of _____
_____ (name of equipment(s) having factories at _____
_____.

1. Messrs _____ (name and address of the agent) is our authorized agent for sale and service of _____ (name of equipment(s))
2. We confirm that Messrs. _____ (name of the above agent) is authorized to submit a tender, and enter into a contract with for the above goods manufactured by us.
3. We also extend our full guarantee / warranty and also full back-up support for AMC/CMC as required by the purchaser.

Yours faithfully,

(Signature with date, name and designation)

For and on behalf of Messrs _____
(Name & address of the manufacturers)

Seal

Note:

1. This letter should be on the **letterhead** of the **manufacturer** and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter shall be attached to the technical bid.

(To be submitted in **Cover A - Technical Bid**)


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ANNEXURE - VI
(Refer Clause No. 3.8)

(To be furnished in the **letter head** of the Auditor)

ANNUAL TURN OVER STATEMENT

The Annual Turnover for Equipment products of M/s _____ who is a manufacturing unit for the last ____ years are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover in Crores (Rs.)
1.	2019 - 2020	-
2.	2020 - 2021	-
3.	2021 - 2022	-

Average Annual Turnover (for the above three years) in Crores (Rs.) _____

Date:
Place:

(Name in Capital)

Seal

Signature of Auditor/
Chartered Accountant

Membership No.-
UDIN No-
Registration No. of Firm

Note:

- a) To be issued in the **letter head** of the Auditor.
- b) **Separate certificates** should be furnished for **different manufacturer** in case the bidder is quoting products of **different manufacturers**.


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[To be submitted in **Cover A - Technical Bid**]
Annexure VII (Refer Clause no. 3.9)
PROFORMA FOR PERFORMANCE STATEMENT
 (For the period of last two years)

Tender Reference No. _____ :

Name of Tenderer : _____ :

Name of Manufacturer : _____ Name of the Item (s) : _____

Sl. No.	Order placed by (Address of purchaser) (attach documentary proof) *	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)
							As per contract	Actual		
1										
2										
3										
4										

Signature and seal of the Tenderer

- * The documentary proof will be **copies of the purchase order** (during the last 2 years) indicating Contract No. and date along with an authorized certification (by the bidder) authenticating the correctness of the information furnished.
- ** The documentary proof will be certificate from the consignee/ end user indicating Contract No. and date along with an authorized certification (by the bidder) authenticating the correctness of the information furnished.

Chief Executive Officer
Public Health Services
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(To be submitted in *Cover A - Technical Bid*)

Annexure VIII A

STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS (IF ANY)
(Refer Clause No. 3.10)

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

Sl. No.	Item Name	Clause of Technical Specification	Statement of Deviations/Variations if any
1			
2			
..			
..			
..			

In case there is no deviation from technical specification, Pl. Mention **No Deviation**.

Signature of the Bidder

Name :
Date :
Place :
Seal :


Chief District Medical &
Public Health Officer
DEOGARH

Annexure VIII B

(To be submitted in *Cover A - Technical Bid*)

(Refer Clause No. 3.10)

DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT OFFERED BY THE BIDDER

Sl. No.	Item Name	Make	Model	Detail Specification of the product offered* (Pl. Describe the detail specification of the product offered)
1				
2				
..				
..				
..				

* Leaflets/Technical Brochures of the product offered must be attached in support of the information provided above.
Signature of the Bidder

Name:

Date:

Place: Seal



**Chief District Medical &
Public Health Officer
DEOGARH**

To be submitted in Cover B - Price Bid ANNEXURE-IX

(Refer Clause No. 4.1 & 8.16)

MODEL TENDER FORMAT (PRICE SCHEDULE)

Name of the Item (s) (Items mentioned in the schedule of requirement) (With Make & Model)	Specification (Section V)	Unit Price which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 3 (two) years onsite warranty excludes GST/sales tax / entry tax		CMC (excluding Service Tax) for three years after expiry of two years warranty period (please mention on yearly basis)	**Cost of Turnkey If any/all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation)	*Total Cost of the Item/Unit Price with CMC & Turnkey if any (Exclusive of GST/VAT & ET)	GST/VAT & ET (if any) on & above the item price mentioned in (3)
		Cost in Rs. (both in words & figures)	(3)				
(1)	(2)	(3)	(4)	(5)	(6=3+4+5)	(7)	

Price of each item (s) quoted should be mentioned separately by creating separate rows for each item

*The total cost of each item mentioned at (6) shall be taken into account for evaluation. This will exclude the GST & entry tax if any. GST which will be chargeable on the price (3) shall be mentioned separately in column 7 above.

** The cost of turnkey shall only be quoted if any specific accessories/equipment is required for installation & commissioning. In case of turnkey, the details of accessories/equipment are to be mentioned.

Signature of the Bidder:

Name

Date :

Place:

Seal

1. Rates should be quoted both in figures & words for each item and if there is any discrepancy, the quoted rates in words will be taken for evaluation.
2. The tenderer has to mention the make / brand, specification, warranty of all the items in turn key.

Chief District Medical &
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D E O G A R H

ANNEXURES

(Agreement, Warranty and CMC Undertaking)

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 20__

BETWEENName of the Supplier
with full addressHere in after called the "Supplier(s)" _____ as 1st Party**AND**The CDM&PHO, DHH, Deogarh
Represented through the_____/ **THE CONSIGNEE**
Herein after called the "PURCHASER" _____ as 2nd Party.

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

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

Name of the Item:

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

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

<u>Description of goods:</u>	<u>Offered Price</u>	<u>Total</u>
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The price / cost of the item also include the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. Training to doctors & technicians.


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8. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of two year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
9. Installation and commissioning of the system by the Supplier's engineer at site.
10. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

CMC cost for next 3 (three) years after the warranty period shall be paid after completion of the warranty period (on a six monthly basis).

TERMS AND CONDITIONS: -

PRICE:

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

TERMS FOR PAYMENT: -

A. The payment(s) shall be made by purchaser in Indian Currencies No advance payments towards cost of Instruments and Equipment's etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft amounting to 10% of the purchase order value which will be deposited in RKS / ZSS fund of _____ with the warranty for 2 years' agreement to the consignee.

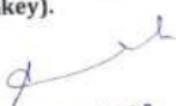
90% of the cost of the equipment (excluding CMC Cost) +100% turnkey +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining ten percent (10%) will be released after satisfactory working certificate received from the consignee after 6 weeks of installation subject to submission of performance security (10% of P.O. Value). For this purpose, the supplier will submit two bills, one 90% of the cost of the equipment+100% turnkey +100% tax and the other for the remaining ten percent (10%) of the cost of the equipment.

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

C. The payment of CMC will be made on six monthly basis after expiry of the warranty period and signing of the CMC agreement.

TURNKEY JOB:

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


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UP-TIME BALANCE:

The Supplier (s) shall provide guarantee 95% uptime i.e. 41610 (95% of 43800 Hours) during comprehensive warranty period. The up time guarantee will be 95% as calculated here under i.e. 8322 hours per annum.

1 year - 365 days (24 working hours per day)

Total working time per annum - 365 days' x 24 hrs. = 8760 hrs.

Up time guarantee - 0.95 x 8760 hrs. = 8322 hrs. per annum.

For 3years' warranty = 8322 x 2 = 16644Hours

Any uptime less that specified above will be compensated by the Supplier(s). The consignee shall maintain a log-book in the format provided by the Supplier(s) which will indicate usage of the equipment every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

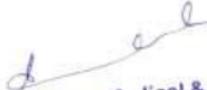
During the Guarantee / warranty period, desired uptime will be 95% of 365 days (24 hour) if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipment for **TWO YEARS** from the date of installation at the site. If accessories / other attachment of the systems are procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the consignee if required.

In no case equipment should remain in non-working condition for more than 7 working days.

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

COMPREHENSIVE MAINTENANCE CONTRACT:

The supplier will provide CMC for 3 (three) years after the completion of 2 years' comprehensive warranty period.


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INSTALLATION AND DEMONSTRATION:

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

TRAINING:

Supplier(s) shall impart adequate training to 2 doctors and 2 technicians at the site / his / their factory / workshop inside / outside India as the case may be at the Supplier(s) cost.

PERT CHART:

Failure to stick to the pert chart will attract penal charges like forfeiture of performance security.

INCIDENTAL SERVICES:

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

Furnishing of tools required for assembly and / or maintenance of the supplied Instruments / Equipment's.

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

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

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

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the equipment's / instruments to be supplied by him / them and to provide spare parts for up keeping the equipment's / Instruments for a minimum period of 10 years from the date of installation.

The tenderers shall clearly mention the price of the instruments / equipment's inclusive of warranty for a period of 2 (two) years commencing from the date of installation. The tenderers shall submit undertaking for C.M.C (Comprehensive Maintenance Cost) for a period of 3 (three) years from 3rd year onwards duly signed by authorised signatories for the execution at appropriate time (Annexure - X & XI).

SPARE PARTS:

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

GOVERNING LANGUAGE :

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

DELIVERY OF DOCUMENT :

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

Photocopy of the Insurance Certificate if any (The Original Certificate is to be given to the Consignee).

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

INSURANCE :

For delivery of goods at site, the insurance shall be obtained by the Supplier(s) in an amount equal to 110% of the value of goods from "Warehouse" (final destination) on "All Risks" basis including natural calamities.

PACKAGING :

The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. All primary packaging containers which come in contact with the item should strictly protect the quality and integrity of the Instruments & Equipment's. Packing case size and weights should be taken into consideration, incase of remoteness of final destination and the absence of heavy handling facilities at all points in transit.

The packaging marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

- a. a packaging note quoting the name of the purchaser
- b. the number and date of order
- c. nomenclature of the goods
- d. Schedule of parts for each complete equipment giving part number with reference to assembly.
- e. Name & address of the consignee
- f. Name & address of the supplier.

TERMS OF CONTRACT :

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


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PENALTIES :

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

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

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

ARBITRATIONS :

In the event of any dispute out of the contract, such dispute should be subject to the jurisdiction of the Civil Court, Dist. Deogarh or High Court, Orissa.

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

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

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)


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REJECTION OF TENDER

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

- (i) Manufacturing license of the manufacturer / Import License.
- (ii) Manufacturing
- (iii) authorization in case of distributor/importer
- (iv) Earnest Money Deposit (EMD).
- (v) Annual Average Turnover of Rs. 1 Crore or more (Manufacturer) in last 3 financial years.
- (vi) Latest ITR copy of last three financial years.
- (vii) Profit & Loss account statement of last three financial years.
- (viii) Valid ISO certificate.
- (ix) Valid ISI / CE / US FDA certificate as per Section V - Technical Specification.
- (x) IEC Certificate as per as per Section V - Technical Specification.
- (xi) Proof of supply/ installation of (10) or more equipment(s) mentioned in the schedule of requirement to any Govt. Organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user during the last two years.
- (xii) Major deviations from the technical specification of the item(s) as per tender.
- (xiii) Price bid / quoted rate with signature and seal (Hard Copy).


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