

**OFFICE OF THE CHIEF DISTRICT MEDICAL & PHO- cum-DMD, CUTTACK**

**Department of Health & Family Welfare,**

**Government of Odisha**

Adv. No 9063

Date:16/07/2020

**TENDER CALL NOTICE FOR SUPPLY OF PULSEOXIMETER & VENTILATOR**

Sealed tender are invited from authorized distributers for supply of PULSEOXIMETER & VENTILATOR under CDM&PHO Cuttack. The details of term and conditions of tender are available at the official website [www.cuttack.nic.in](http://www.cuttack.nic.in) the bidders have to download the tender paper from website to participate in the tender. The undersigned reserves the right to reject any or all the tenders without assigning any reason. Available of tender paper From 17/07/2020 to 22/07/2020, Last date of submission of paper 22/07/2020, Time: 2.00 PM, Opening of tender (Technical Bid) 22/07/2020, 3.30PM. Submission of tender paper through Speed Post/ Courier/By Hand

Sd/-

Chief District Medical &PHO cum DMD Cuttack

*SBC*  
*16.7.20*

**OFFICE OF THE CHIEF DISTRICT MEDICAL &PHO  
CUTTACK**

*Tel / Fax : 0671-2310007*  
*e-mail : dpmucuttack@gmail.com*

Tender Reference No. 9063/CDM&PHO/2020-21

**TENDER DOCUMENT  
FOR  
PULSE OXIMETER & VENTILATOR  
*(RATE CONTRACT TENDER)***

**OFFICE OF THE CHIEF DISTRICT MEDICAL & PHO, CUTTACK**  
*e-mail : dpmucuttack@gmail.com*

## SECTION -I

### NOTICE INVITING TENDER

Tender Reference No.

Dated:

TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR  
SUPPLY OF PULSEOXIMETER & VENTILATOR.

1	Period of Availability of Tender Document	From <b>17/07/2020 to 22/07/2020</b> (Downloadable from website: <a href="http://www.cuttack.nic.in">www.cuttack.nic.in</a> ) In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the above mentioned website before last date of submission of tender document and the tender inviting authority shall have no responsibility for any delay / omission on part of the bidder.
2	Last date & time for submission of Tender	<b>Date: 22/07/2020, Time: 2.00 PM</b> <b>Address of Submission of Bid:</b> The Chief District Medical Officer, O/o CDM&PHO, CUTTACK <i>(Through Speed Post/ Courier/By Hand)</i>
3	Date, time and place of opening of Tender	<b>a) Technical Bid (Cover A) opening: 22/07/2020, 3.30PM at the address mentioned above.</b> <b>b) Financial Bid (Cover B):</b> <i>The date of opening of financial bid will be intimated to the firms found successful in the technical bid evaluation. ( Venue is mentioned at the address mentioned above) (Bidders / authorized representative may remain present at the time of opening of bid)</i>

**Sd/-**  
**Chief District Medical &PHO**  
**Cuttack**

## SECTION -II

### IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Mode of Procurement	<b>This is a Rate contract Tender, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV.</b>				
2.	Purchaser	Chief District Medical &PHO,CUTTACK				
3.	Consignee	Chief District Medical &PHO,CUTTACK				
4.	Delivery Period	Within <b>15 days</b> from issue of the purchase order at the consignee point.				
5.	Mode of Delivery	By Air / Road / Rail				
6.	Tender Document Cost	<b>Rs. 590/- (Rs500/-+18% GST)</b> . The tender document cost is to be submitted in the shape of bank draft in favour of <b>ZSS NRHM, Cuttack</b> from any Nationalized / Scheduled Bank payable at CUTTACK.				
7.	Earnest Money Deposit (EMD)	The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of <b>ZSS NRHM, Cuttack</b> from any Nationalised / Scheduled Bank payable at CUTTACK. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>PULSEOXIMETER</b></td> <td style="text-align: center;">EMD Rs.20,000/-</td> </tr> <tr> <td style="text-align: center;"><b>VENTILATION</b></td> <td style="text-align: center;">EMD Rs.20,000/-</td> </tr> </table>	<b>PULSEOXIMETER</b>	EMD Rs.20,000/-	<b>VENTILATION</b>	EMD Rs.20,000/-
<b>PULSEOXIMETER</b>	EMD Rs.20,000/-					
<b>VENTILATION</b>	EMD Rs.20,000/-					
8.	Performance Security	The selected firm should submit the performance security in shape of Bank Draft /Bank Guarantee, equal to the amount of 10 % of the purchase order value (excluding the tax & CMC cost) of the items within 21 days of issue of the purchase order & the same will be returned back after completion of warranty period. <b>The performance security shall be furnished</b> in the shape of demand Draft only in favour <b>ZSS NRHM, Cuttack</b> , from any Nationalised / Scheduled Bank payable at CUTTACK.. <b>after getting the purchase order.</b>				
9.	Pre-qualification (Eligibility Criteria)	Authorized distributors on behalf of the manufacturer are eligible to participate in the tender provided:  <ul style="list-style-type: none"> <li>(i) They should have annual average turnover of <b>Rs.1Crore or more</b> in the last three (3) financial years certified by the Chartered Accountant as per the format at <b>Annexure VI</b>.</li> <li>(ii) In addition to this, the distributor shall also submit the average annual turnover of the <b>manufacturer/importer</b> of the item(s) as mentioned in A (v) above.</li> <li>(iii) They should submit manufacturer's authorization to transact business on behalf of the manufacturer as per the format at <b>Annexure - V</b>.</li> <li>iv) The authorized distributor will submit following documents in support of the manufacturer along with the tender :Valid ISO certificate/Valid ISI / CE / IEC certificates of the manufacturer as per technical specification</li> </ul> <p><b>B.</b> The tenderer if 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 during the period of blacklisting.</p>				

## SECTION -III

### **TERMS AND CONDITIONS FOR SUPPLY OF PULSE OXIMETER & VENTILATOR**

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- 1.1 Sealed tenders will be received till Dt. \_\_\_\_/07/2020 upto **02.00 PM** by the office of the Chief District Medical &PHO, CUTTACK-1. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Speed Post/ Courier/By Hand.**
- 1.2 The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by superscribing **Cover “A” (Technical Bid) & Cover “B” (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be superscribed as “Tender for **SUPPLY OF PULSE OXIMETER & VENTILATOR.** & Tender Reference No.\_\_\_\_\_.
- 1.3 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened at the office of the Chief District Medical &PHO, CUTTACK at **3.30PM on \_\_\_\_/07/2020.** The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

### **ELIGIBILITY CRITERIA**

- 2.1 Authorized distributors are eligible to participate in the tender provided:
  - (i) They submit manufacturer’s authorization from original item manufacturer (OEM) as per the format at **Annexure - V.**
  - (ii) They should have Proof of Average annual turnover of **Rs.1 crore or more** in last three (3) financial years in India (as per Annexure VI)
  - (iii) The authorized distributor will submit the following documents in support of the manufacturer along with the tender:
    - a) Valid ISO certificate
    - b) CE / IEC certificates of the manufacturer as per technical specification.

- 2.2 The tenderer have to submit the EMD(s) as mentioned in **Clause 8 of Section -II** & the Tender document cost.

### **DOCUMENTS TO BE SUBMITTED**

**The following documents should be enclosed in Cover “A” (Technical Bid) by the tenderer.**

**All the photocopies are to be attested by a Notary Public / Gazetted Officer.**

### **TECHNICAL BID :**

- 3.1 Checklist with detail of the documents enclosed in **Cover “A”** (as per **Annexure - I**) with **page number**. The documents 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.590/- in shape of Demand Draft .
- 3.4 Earnest Money Deposit(s) as mentioned in the **Clause 8 of Section -II** in shape of Demand Draft). Details of EMD and the name of the item quoted should be clearly mentioned.
- 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha (**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). Importers are also required to furnish the authorization from the manufacturer.
- 3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure –VI**) that the annual average turnover of **Rs. 1 Crore** or more in the last 3 (three) financial years (for bidders who are authorized distributors of the manufacturer)

- 3.9 Deviation/No Deviation Statement from Technical Specification & details of technical specification of the product (**Annexure-VIII A & B**)
  - 3.10 Leaflet/Technical Brochures of the product/item offered.
  - 3.11 Copy of Import License by the Importer (in case of Importer).
  - 3.12 Copy of Valid ISO certificate.
  - 3.13 Copy of Valid ISI / CE /US FDA certificate (as per Section V - Technical Specification).
  - 3.14 Copy of Certificate in support of IEC certificate (as per Section V-Technical Specification).
  - 3.15 Copy of the **GST** certificate.
  - 3.16 The Original Tender Booklet with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
  - 3.17 Certificate in support of service center in Odisha or undertaking to set up service center in Odisha within one month from the date of installation if approved (for those who have no service centers in Odisha).
  - 3.18 Copy of last three Years Income Tax Return.(FY 2016-17, 2017-18, 2018-19)
  - 3.19 Copy of PAN card.
  - 3.20 Made with high quality surgical grade Stainless Steel, company name engraved on each instruments
- N.B:** Valid means the certificate should be valid on or beyond the date of opening of tender (Cover-A).

## **COVER – B (PRICE BID)**

4. The price to be quoted for PULSE OXIMETER & VENTILATOR should be sent in the prescribed price format in a separate sealed cover hereafter called **Cover “B” (Price Bid)**.

**Cover –B (Price Bid) of the tenderers who qualify in it’s Technical Bid (Cover – A) and complies to tender specification & find to be as per technical specification and Product demonstration will only be opened .**

- 4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – IX**), must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery) The price of 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.**
- 4.2 The Cover “B” of tenderers who qualifies in their technical bid, will only be opened at the office of the Chief District Medical & PHO, CUTTACK at a date & time which will be intimated to them by CDM&PHO-CUTTACK..

## **REJECTION OF TENDER**

5. The tender submitted by the bidder will be rejected, if any of the following documents are wanting / not submitted with the tender:
- (i) Manufacturer’s authorization in case of distributor/importer
  - (ii) Earnest Money Deposit (EMD).
  - (iii) Annual average turnover of **Rs. 1 Crore** or more in the last 3 (three) financial years (for bidders who are authorized distributors of the manufacturer) as per Annexure –VI. In case of authorized distributor, they will have to furnish along with their own turnover the Annual Average turnover statement as per Annexure–VI from the Manufacture/Importer of the item(s) as mentioned above.
  - (iv) Valid ISO certificate of Manufacturer



- (v) Valid ISI / CE / certificate of the manufacturer as per Section VI – Technical Specification.
- (vi) IEC Certificate of the manufacturer as per as per Section VI – Technical Specification.
- (vii) Major deviations from the technical specification of the item(s) as per tender.
- (viii) Price bid / quoted rate with signature and seal (Hard Copy).

### **EARNEST MONEY DEPOSIT**

- 6.1 The amount of Earnest Money Deposit required is mentioned in the Section-II. The Earnest Money Deposit will be submitted in the shape of **demand Draft only** in favour of **ZSS NRHM, Cuttack** from any Nationalized / Scheduled Bank payable at CUTTACK.
- 6.2 The EMD of the unsuccessful tenderers 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(ies).
- 6.3 The EMD will be forfeited if the tenderer withdraws its tender / furnish forged documents which is found during bid evaluation OR doesn't sign the contract / doesn't furnish performance security / doesn't supply the items (in case of successful bidder) within the stipulated time period.

### **PERFORMANCE SECURITY & AGREEMENT**

- 7.1 The performance Security should be submitted in shape of Bank Draft from a Nationalised / Scheduled Bank in favour of the **ZSS NRHM, Cuttack** (In case supply of Equipment) equal to the amount of 10% of the purchase order value of the item (excluding cost of taxes) within 21 days of issue of the purchase order. The same will refund without interest after one year.
- 7.2 The agreement (**as per Annexure – X**) will be signed between the supplier and the purchaser and will be kept by the purchaser.
- 7.4 Security money will be forfeited if there is any violation of the tender terms and conditions.

## **TENDER CONDITIONS :**

- 8.1 The details of the PULSE OXIMETER & VENTILATOR with specifications are mentioned in **Section VI**. **The firm must clearly mention their specification, special features, upgraded version (if any), detail technical catalogue of the offered model 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 all taxes, packing, forwarding, insurance, transportation charges with 2 years onsite comprehensive warranty and exclusive of GST & Entry Tax should ***be quoted for the ZSS NRHM, Cuttack (Item wise) on door delivery basis. The turnkey job (cost of accessories if any required for Installation/Commissioning) & GST & 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 item.
- 8.5 The rate per unit 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 Odisha, the due date of sale, submission of bids and opening of bids will be the following working day at the scheduled 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 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the date of approval of the rate contract and on no account, any increase in the price will be entertained till the completion of this tender period.
- 8.10 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.
- 8.11 If at any time during the period of rate 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 purchaser immediately about such reduction in the contracted price. The purchaser 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.
- 8.12 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of approval of the rate contract.
- 8.13 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 Gazetted Officer / Notary with his seal and signature.
- 8.14 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 three (3) years.
- 8.15 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 the rate for any item other than the item specified in the list. (**Section V – Schedule of Requirement**).

- 8.16 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 8.17 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Odisha from time to time.
- 8.18 The requirement of items may increase or decrease depending on the situation.

**PACKAGING :**

- 9.1 All the packaging should be 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 any limitation including rough handling during transit, exposure to extreme temperature, salt and precipitation during transit and upon storage.

**TURNKEY :**

- 10.1 The room/ space will be provided by the purchaser .Fittings and accessories if any 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 which should include the cost of all such requirement).

**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 item. The original copy of warranty documents will be submitted to the purchaser at the time of installation.
- 11.2 The warranty will cover **all the parts of the item and any replacement or repair required** within the warranty period 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, and incorporate all recent improvements in design and materials. The Supplier shall further warrant that 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:** Not Applicable.
- 11.5 The selected firm should have a service centre in Odisha.
- 11.6 All the warranty certificates must be handed over to the consignee after installation.

**TRAINING & OPERATIONAL MANUAL:**

- 12.1 Not Applicable
- 12.2 Not Applicable.

**UPTIME GUARANTEE:**

- 13.1 **UP-TIME BALANCE :**  
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 logbook in the format provided by the Supplier(s) which will indicate usage of the item every day and for calculation of up-time.

**DOWNTIME PENALTY CLAUSE:**

- 14.1 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 Not Applicable

**LABELLING :**

- 16.1 The item supplied must be properly labelled with Sl. No., Model Name, Make & year of Manufacture

## **ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:**

- 17.1 The Purchaser 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 Purchaser 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 15 days** from the date of issue of purchase order, unless otherwise specified. If no supply is received even after 58 days with liquidated damage from the date of issue of the purchase orders, 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 Performance Security Deposit.
- 17.4 The tender inviting authority or his authorized representative (s) has the right to inspect the factory of those company who have quoted for the tender, before accepting the rate quoted by them or before releasing any purchase order (s) or at any point of time during the validity period of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on the facts brought out during such inspections.

## **EVALUATION:**

- 18.1 The price bid of the tenders who qualify in the technical bid fulfilling the eligibility criteria and complying to the technical specification shall only be opened.
- 18.2 The tender inviting authority may ask for demonstration of the item by the bidders at the premises of the tender inviting authority as a part of the technical evaluation before opening of price bid in order to verify the compliance to technical specification.
- 18.3 The rates of the item quoted by the tenderer who qualify technically will be evaluated after taking the following points into consideration: -
- a) Rate of the PULSE OXIMETER & VENTILATOR will be taken after inclusion of the GST, transportation, insurance, packing & cost of

turnkey (cost of accessories if any for installation/commissioning) but excluding GST & ET.

- b) The cost of the PULSE OXIMETER & VENTILATOR (excise duty / customs duty, transportation, insurance, packing & forwarding but excluding GST & ET ), cost of turnkey (cost of accessories if any for Installation & Commissioning with all taxes for turnkeys) will be added for evaluation.

**LIQUIDATED DAMAGE :**

- 19.1 The CDM&PHO.-CUTTACK may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 15 days) with a penalty of 0.5% which will be deducted from the purchase order value as “Liquidated Damage”, for each week (7 days) of delay 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. 45 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

**TERMS OF PAYMENT :**

- 20.1 No advance payments towards cost of PULSE OXIMETER & VENTILATOR or turnkey job will be made to the tenderer.
- 20.2 90% of the cost of the item (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 item will only be made after receipt of certificate on working status of the item from the consignee after 6 weeks of installation and commissioning of the item for which, the supplier has to raise two bills (A) one for 90% of the cost of the item + 100% turnkey job + 100% taxes (B) the other for balance 10% of the cost of the item.
- 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, if they

have not deposited the same before. Payment will only be made after ensuring signing of the Agreement, undertaking and handing over of warranty papers of item and turnkey jobs by the supplier to the purchaser.

- 20.4 No claims shall be made against the purchaser in respect of interest on earnest money deposit or performance security deposit or any delayed payment or any other deposit.
- 20.5 Payments in shape of Draft / Pay Order will preferably be despatched 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.

**PENALTIES :**

- 21.1 If the successful tenderer fails to deposit the required performance 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 / performance security deposit shall stand forfeited by the purchaser.
- 21.2 Violating the tender terms and conditions & non supply / supply which is not as per technical specification 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 & performance security deposit will be forfeited and no further purchase order will be placed to that firm for that item.
- 21.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court of the concerned District or High Court of Odisha.

**INSPECTION/TESTING :**

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



## **CONDITIONS APPLICABLE TO LOCAL MSEs / SSIs OF ODISHA:**

The MSE / SSI Units of the State of Odisha 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, Odisha or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Odisha, 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 performance security deposit.
- 23.6 Clause number 1 to 22 is also applicable to the Small Scale Industry Units of the State of Odisha.

**SECTION –IV**  
**SCHEDULE OF REQUIREMENT**

<b><u>Sl No</u></b>	<b><u>Name of the items(EIF)</u></b>	<b><u>Specification</u></b>	<b><u>Requirement</u></b>
1	Hand held pulse Oximeter	<p>TECHNICAL SPECIFICATIONS</p> <p>1.Should have plethismographic wave form with numeric display for SPO2 and Heart rate on LCD/TFT display.</p> <p>2.Should have a SPO2 range of 0 to 100%. 3.Should have SPO2 accuracy of <math>\pm 2\%</math>.</p> <p>4.Should provide bar graph for pulse strength. 5.Audio and visual alarm for both upper and lower SPO2, Heart rate.</p> <p>6.Should provide with adult reusable finger probe with technology from standard reputed companies..</p> <p>7.Beep sound and alarm sound should have separate volume control</p> <p>8.Should have a minimum of 2 hours back-up time.</p> <p>9.Should be a portable, light weight and desktop model.</p> <p>10.Should work with input 200 to 240Vac 50 Hz supply.</p> <p>11.Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid</p>	2000Nos
2	Ventilator	<p>Modes of Ventilation</p> <p>Volume Control Modes: CMV-VC, ASSIST-VC, SIMV-VC/PS</p> <p>Pressure Control Modes: CMV-PC, ASSIST-PC, SIMV-PC/PS</p> <p>Advanced Modes: PRVC/VS, APRV, BiLevel-TS</p> <p>Auto Modes: PSV-Auto, VS-Auto</p> <p>Spontaneous Modes: SPON-CPAP/PS</p> <p>Non-Invasive Modes: CPAP-NIV, Bi-NIV-TS</p> <p>Settable Parameters</p> <p>Breaths per Minute (BPM): Up to 120</p> <p>Tidal Volume (VT): 20 to 3000 cc</p> <p>Inspiratory Time (Ti): Up to 4 Sec</p> <p>FiO2: 21 to 100%</p> <p>Trigger: Pressure, Flow</p> <p>Controlled Parameters</p> <p>Expiratory Time, Pressure Control Range, Pressure Support Range,</p> <p>PEEP, Trigger Level, Apnea Back-up Time, Inspiratory Pause, Tube Compensation, Nebulisation, Inspiratory Hold, Inspiratory Pressure Safety Limit</p> <p>Measured Parameters</p> <p>Breaths per Minute, Airway Pressure, Patient's Effort, Tidal Volume</p> <p>Lung Characteristics, Minute Volume, Oxygen Concentration</p> <p>Alarms</p> <p>Airway Pressure, Tidal Volume, Inspired FiO2, PEEP,</p>	4Nos

	<p>Breaths per Minutes, APNEA, Patient Disconnection  Input Gas Pressure  Curves &amp; Loops  Airway Pressure v/s Time, Tidal Volume v/s Time, Flow v/s Time  Pressure v/s Flow, Flow v/s Volume, Volume v/s Pressure  Pneumatic Input  Medical Grade Air: 2.7-6 Bar (39-87 psi)  Medial Grade Oxygen: 2.7-5 Bar (39-87 psi)  Gas Consumption: 50 lpm. average, 150 lpm. Peak  Electrical Input  Mains Supply: 175-260 V/90-132 V, AC, 50/60 Hz  Internal Battery Back-up: 90 Minutes  External Back-up Supply: 10-15 Volts DC (optional)  Power Consumption: 70 W for Basic Ventilator  Standard Accessories: Breathing Circuit  Optional Accessories: Humidifier, Medical Grade Compressor</p>	
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## **SECTION –VI**

### **ANNEXURES**

**(Technical Bid, Price Bid and Agreement)**

**CHECK LIST**  
**(To be submitted in Cover A Technical Bid)**

**Note : The documents has 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="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Tender document Fee	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Earnest Money Deposit	Page No. <input type="text"/>	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="text"/>	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="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Authorization Format (Annexure – V) (for distributor/Importer) (Item wise)	Page <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Proof of Annual turnover for preceeding 3 financial years (for authorized distributor) (Annexure - VI )	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Performance Statement ( <i>Item wise</i> ) during the last three years (Annexure -VII )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	Copies of Purchase order ( <b>Item wise</b> ) in support of the performance statement	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	Deviation/No deviation Statement ( <b>Item wise</b> ) & details of technical specification (Annexure -VIII A & B )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.	Leaflets/Technical Brocheures of the Products offered ( <b>Item wise</b> )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12.	Copy of Import license (In case of Importer)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

- |  |             |  |     |  |    |  |
|--|-------------|--|-----|--|----|--|
| 13. Copy of Valid ISO Certificate  | Page<br>No. |  | Yes |  | No |  |
| 14. Attested Photocopy of Up-to-date<br>CE / US FDA/BIS Certificate ( <i>Item wise</i> )<br>(As per technical specification) | Page<br>No. |  | Yes |  | No |  |
| 15. Attested Photocopy of Up-to-date<br>IEC Certificate ( <b>Item wise</b> )<br>(As per technical specification)             | Page<br>No. |  | Yes |  | No |  |
| 16. Photocopy of PAN   | Page<br>No. |  | Yes |  | No |  |
| 17. Photocopy of GST   | Page<br>No. |  | Yes |  | No |  |
| 18. Copy of original Tender and schedules, duly<br>signed by the Tenderer  | Page<br>No. |  | Yes |  | No |  |

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

**LIST OF ITEM(S) QUOTED**

<b>Sl.</b>	<b>Name of Item(s)</b>	<b>Name of Manufacturer</b>	<b>Make</b>	<b>Model Name</b>	<b>*Details of offered product at Page No. (s)</b>
1					
2					
3					
4					

**Signature of the Tenderer :**

**Date :**

**Official Seal:**

## **Annexure IIA**

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

### **DETAILS OF EMD(S) SUBMITTED**

<b>Sl.</b>	<b>Name of Item</b>	<b>EMD Amount (Rs.)</b>
1	PULSEOXIMETER	EMD Rs.20,000/-
2	VENTILATION	EMD Rs.20,000/-

**Signature of the Tenderer :**

**Date :**

**Official Seal:**



**ANNEXURE – III**  
(Refer Clause No. 3.5)

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

**DETAILS OF THE TENDERER & LOCAL CONTACT PERSON/  
SERVICE CENTRE**

	<b>Corporate Office (The address in which the purchase orders and payment details will be communicated)</b>	<b>Address of Local Contact Person / Branch Office / Zonal Office /  Address of Service Centre if any, in Odisha.</b>
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	(Copy of Certificate of incorporation of Manufacturer)	
Name of the issuing authority		
Import License (in case of Importer only)		
GST validity	(Furnish photocopy of GST)	
PAN	(Furnish photocopy of GST)	
Details of the Service Centre Facilities		

**Signature of the Tenderer :  
with seal**

**Date :**

Official Seal :

**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 \_\_\_\_\_, Odisha for the  
supply of \_\_\_\_\_. 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-recognised / 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 Performance Security Deposit and blacklist me/us for a period of 3 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 ..... 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 item in Odisha.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

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

To

The Chief District Medical &PHO,  
Buxibazar,  
CUTTACK -753001, Odisha.

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir,

We, \_\_\_\_\_ are the manufacturers of \_\_\_\_\_  
\_\_\_\_\_ (name of item(s) and have the manufacturing factory at \_\_\_\_\_  
\_\_\_\_\_.

1. Messrs \_\_\_\_\_ (name and address of the agent) is our authorized distributor for sale and service of \_\_\_\_\_ (name of item(s))
2. We confirm that **no supplier or firm or individual other than Messrs**\_\_\_\_\_ (name of the above distributor) is authorized to submit a tender and enter into a contract with you for the above goods manufactured by us.
3. We also extend our full warranty i.e 2 years comprehensive warranty as required by the purchaser.
4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty services and do accept to provide uptime guarantee of 95% as per this tender clause No. 13.1.

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**)

**ANNEXURE – VI**

(Refer Clause No. 3.8)

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

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover for the last three financial years of M/s \_\_\_\_\_ who is a Manufacturer /Distributor/Importer (*Pl. tick whichever is applicable*) are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in (Rs.)
1.	2018 - 2019	-
2.	2017 - 2018	-
3.	2016 – 2017	-

**Average Annual Turnover** (for the above three years) in **(Rs.)** \_\_\_\_\_

Date:  
Place:

Signature of Auditor/  
Chartered Accountant  
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

**Note:**

- a) To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the Membership no.
- b) **Separate certificates** should be furnished for **different manufacturer/importer** in case the bidder (authorized distributor) is quoting products of **different manufacturers/importers**. The authorized distributor has also to furnish his turnover statement in the above format.

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

**Annexure VII (Refer Clause no. 3.9)**

**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

**ITEM WISE (Pl. Furnish separate performance statement itemwise if the bidder quote for more than one item & attach the order copies alongwith each performance statement)**

Tender Reference No. :

Name of Tenderer :

Name of Manufacturer :

Name of the Item :

Sl.	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										
				<b>Total Qty</b>						

**Signature and seal of the Tenderer**

\* The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating Contract No. and date along with a notarized 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 a notarized certification (by the bidder) authenticating the correctness of the information furnished.

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

**Annexure VIII A**  
**(Refer Clause No. 3.10)**

**STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS (IF ANY)**

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

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

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

Signature of the Bidder

Name :

Date :

Place :

Seal

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

**Annexure VIII B**  
(Refer Clause No. 3.10)

**DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT (S) OFFERED BY THE BIDDER**

<b>Sl. No.</b>	<b>Item Name</b>	<b>Make</b>	<b>Model</b>	<b>Detail Specification of the product(s) offered* (Pl. Describe the detail specification of the product offered) – Para wise compliance to the technical specification asked for.</b>
1				
2				
..				
..				
..				

\* Leaflets/Technical Brocheures of the product offered must be attached in support of the information provided above.

Signature of the Bidder

Name :

Date :

Place :

Seal

# **ANNEXURE**

**(To be submitted in COVER B - PRICE BID)**



**To be submitted in Cover B – Price Bid**

**ANNEXURE-IX-**  
(Refer Clause No. 4.1 & 8.16)

**FORMAT - PRICE SCHEDULE**

**Whether depot. inside Odisha, i.e. GST paid to Government of Odisha: Yes / No      If Yes, Depot.**

**Address :**

Sl. No	Name of the Item	Specification (As per Section-V)	Rate per unit ( exclusive of tax and other charges	Other incidental charges if any specify in details	Tax amount if any with detail (GST and ET if applicable)	Total amount (Rs.)
1						
2						
3						
4						

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

**\* CST/VAT & ET 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/item is required for installation & commissioning. In case of turnkey, the details of accessories/item are to be mentioned.**

**Date :  
Place :**

**Signature of the Bidder:  
Name**

- 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.**

# **ANNEXURES**

**(Agreement and Warranty Undertaking)**

**AGREEMENT**

THIS AGREEMENT IS MADE AT \_\_\_\_\_ THIS THE DAY OF \_\_\_\_\_ 2019

**BETWEEN**

Name of the Supplier  
with full address

Here in after called the “Supplier(s) \_\_\_\_\_” as 1<sup>st</sup> Party

**AND**

The C.D.M.O., \_\_\_\_\_ (*name of the District*)  
Health & F.W. Department, GoO  
Represented through the

\_\_\_\_\_ / **THE CONSIGNEE**  
Hereinafter called the “PURCHASER” \_\_\_\_\_ as 2<sup>nd</sup> 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 item(s) etc. with the terms & conditions hereinafter laid down.

And whereas the 2<sup>nd</sup> 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 item(s) completed in all respects according to the Tender requirements and their / his offer dtd. \_\_\_\_\_ 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>Qty</u>	<u>Price</u>	<u>Total</u>
-----------------------------	------------	--------------	--------------

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. 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.

8. Installation and commissioning of the system by the Supplier's engineer at site.
9. 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.

## **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.

### **SUPPLY**

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 58 days with liquidated damage from the date of issue of the purchase orders , such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified under Penalty. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

### **LIQUIDATED DAMAGE :**

The C.D.M.O. of the concerned district 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) of delay upto a maximum 2% on the value of the goods.

If the supplier fails to complete the supply within the extended period, i.e. 30 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

### **TERMS FOR PAYMENT :-**

**A.** The payment(s) shall be made by purchaser in Indian currencies. **No advance payments towards cost of Instruments and Items 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 with the O/o of the concerned CDMO of the district.**

90% of the cost of the item (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 item+100% turnkey +100% tax and the other for the remaining ten percent (10%) of the cost of the item.

**B.** Before release of payment the supplier has to submit the signed agreement, warranty documents of item 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.

### **TURNKEY JOB:**

**The room/space will be provided by the purchaser fittings inside the room for installation & commissioning of the item and accessories will be provided by the supplier without any extra cost (This cost is to be included in the cost of turnkey).**

### **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 2 years warranty = 8322 x2 = 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 item 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 item goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the item for **TWO YEARS** from the date of installation at the site.

In no case item 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.

### **INSTALLATION AND DEMONSTRATION :**

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

**TRAINING :**

Not Applicable

**INCIDENTAL SERVICES :**

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

Furnishing of tools required for assembly and / or maintenance of the supplied Instruments / Items.

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 items / instruments to be supplied by him / them and to provide spare parts for up keeping the Items / Instruments for a minimum period of 5 years from the date of installation.

The price of the instruments / items is inclusive of warranty for a period of 2 (two) years commencing from the date of installation.

**SPARE PARTS :**

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (3 years).

**COMPREHENSIVE WARRANTY :**

This warranty shall remain valid for two (2) years from the date of installation & commissioning of the item / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

The warranty will cover all the parts of the item or item and any replacement or repair required within the warranty period 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 warranty period.

The Supplier warrants 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 (even if the advanced facilities are not mentioned in our product specification). The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications)

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.

The Purchaser / consignee shall promptly notify the Supplier in writing / Fax / Telephone of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall with all responsible speed will repair or replace the defective goods or parts thereof without cost to the purchaser to maintain its UP TIME offered in the beginning of purchase otherwise penal provisions shall apply if the supplier fails to keep up its UP TIME.

If the Supplier, having been notified, fails to remedy the defect(s) within 10 days, the Purchaser may proceed to take such remedial action as may be necessary, like forfeiture of EMD or recovery from security deposit the amount of loss (which will be decided by CDM&PHO-CUTTACK) incurred by the purchaser.

### **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 & Items. Packing case size and weights should be taken into consideration, in case 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:

- i. a packaging note quoting the name of the purchaser
- ii. the number and date of order
- iii. nomenclature of the goods
- iv. schedule of parts for each complete item giving part number with reference to assembly.
- v. Name & address of the consignee
- vi. Name & address of the supplier.

### **TERMS OF CONTRACT :**

The C.D.M.O.(Districts) / Directors (Directorates) as the case may be will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not be entitled to any compensation whatsoever in such terminations.

### **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 CDM&PHO, Cuttack 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 CDM&PHO, Cuttack 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 CDM&PHO, Cuttack and the tenderer shall be liable for all losses sustained by the CDM&PHO, Cuttack 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. Cuttack or High Court, Odisha.



**CHANGE OF TERMS AND CONDITIONS :**

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)

(Refer Clause No. 11.1 to 11.6, 13.1)

**WARRANTY / GUARANTEE /CMC UNDERTAKING  
(to be submitted on Rs.50/- stamp paper)**

Tender ref. No. \_\_\_\_\_

Name of the item:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

I / we / M/s \_\_\_\_\_

hereby declare that

- i. I / we do Accept / Agree for the warranty / guarantee (2 years Warranty . (Spares + Labour) as per this tender clause No. 11.1 to 11.6.
- ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
- iii. I / we do accept / agree to provide uptime guarantee 95% as per this tender clause No. 13.1.
- iv. The 2 year comprehensive warranty is valid from dt. \_\_\_\_\_ to dt. \_\_\_\_\_.

Date:

Signature of the competent authority

Place:

on behalf of the company / firm.

Seal of the firm.

**N.B:** 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.

**UNDERTAKING**

**(to be submitted on Rs.50/- stamp paper)**

Tender ref. No. \_\_\_\_\_

Name of the item:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we \_\_\_\_\_ hereby  
declare that

1. I / we am / are the manufacturers / authorized agents / distributors of \_\_\_\_\_  
\_\_\_\_\_.
2. I / we do accept / agree for the all clauses including the warranty 2 years and payment terms and conditions of this tender.
3. I / we do hereby confirm that the prices / rates quoted are fixed and are at par with the prices quoted by me / us to any other Govt. of India / Govt. of Odisha Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
4. I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
5. I / we have necessary infrastructure for the maintenance of the item and will provide all the accessories / spares as and when required.
6. I / we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee / warranty / maintenance of the itemry / item and have provided written confirmation for the same.

7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the item's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 2 years warranty period.

Signature of the witness  
Name & address

Signature of the Tenderer  
Name & address

Dated

Seal of the firm.

**N.B:** 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.