

District Magistrate cum Deputy Commissioner, Palamu
(District Rural Development Agency, Palamu)

1st Floor Block -C; New Administrative Building, Medininagar 822101

Website: www.palamu.nic.in

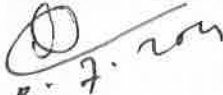
Tender Reference No: - 900/Dev.

Date: - 22.07.2021

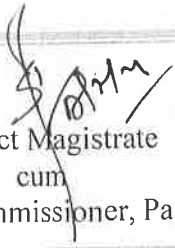
VERY SHORT NOTICE FOR INVITATION OF
EXPRESSION OF INTEREST

Sr. No	INFORMATION	DETAILS
1	NAME OF THE WORK	PSA OXYGEN GENERATOR 150 LPM with oxygen cylinder manifold for filling the cylinders in Panki & Lesliganj Health Centre
2	DATE OF PUBLICATION OF BID ON WEBSITE	24. July, 2021
3	LAST DATE & TIME OF RECEIPT OF EOI	01:00 PM; 05 August July, 2021
4	EOI SUBMISSION PLACE	New Collectorate Building, Medininagar, 1st Floor, Block 'C' Development Section
5	DATE & TIME OF OPENING OF EXPRESSION OF INTEREST	01:30 PM; 05 August July, 2021
6	Estimated value of the entire project	90.00 lakh
7	Earnest Money Deposit (EMD) to be deposited in the name of DC Palamu through Demand Draft, payable at Daltonganj (To be submitted along with the Bid Document) (Refundable)	4.50 lakh
8	VENUE FOR THE OPENING OF EXPRESSION OF INTEREST.	New Collectorate Building, Medininagar, 1st Floor, Block 'A'
9	NAME & ADDRESS OF OFFICE INVITING EOI	DDC Office Palamu (Development Section), New Collectorate Building, Medininagar, 1st Floor, Block C
10	Helpline Number	9997335193

NOTE: - For further information please visit website: www.palamu.nic.in


8.7.2021
Incharge
Dev. Palamu


Deputy Development Commissioner,
Palamu


District Magistrate
cum
Deputy Commissioner, Palamu

Collectorate Palamu, Jharkhand
Deputy Development Commissioner, Palamu
EXPRESSION OF INTEREST (EOI)

Owing to current situation of COVID -19, District Administration, Palamu is inviting Expression of Interests for PSA OXYGEN GENERATOR 150 LPM with oxygen cylinder manifold for filling the cylinders in Panki & Lesliganj Health Centre. The Specifications of the PSA are as follows:

Sr. No	SPECIFICATIONS
1	Complete turnkey system, with automatic start/stop
2	The oxygen generator must be fully automatic and designed for unattended operation
3	Oxygen generator should be CE marked, meeting with 7396-1 standards and should be in accordance with Medical Device Directives 93/42/EC for medical use
4	Interested Bidders/ Agencies must have ISO 13485, ISO 9001, ISO14001 certifications
5	Oxygen generator should have microcontroller-based control panel
6	Touch panel should demonstrate sensor values, the status of the oxygen generator, real time flow rate, amount of accumulated generated oxygen, dew point, product temperature and the status of the valves in real time
7	The oxygen quality should comply with European pharmacopeia. Company must show the test report
8	Oxygen Purity =93±3%
9	Dew point ≤+3°C
10	CO ≤ 5ppm
11	Oxygen Flow Rate (Litre Per Minute) : 150
12	CO ₂ ≤ 500ppm
13	SO ₂ ≤ 1ppm
14	NO _x ≤ 2ppm
15	Oil ≤ 0.1 mg/m ³
16	Oxygen Pressure (PSI): 70 – 75
17	The generator must have a zirconium grade oxygen monitor for continuous monitoring and audible low purity alarm.
18	The Warranty should be for 2 years with additional Comprehensive Annual Maintenance Contract for further 5 years. The CAMC should be quoted for 5 years as percentage of the total value per year.
19	The generator must have a pressure dew point sensor before air enters into the zeolite tanks to monitor the dew point of compressed air and audible high dew point alarm.
20	<p>At the upstream of the Oxygen Generator, there should be at least 5 stage filtrations;</p> <ol style="list-style-type: none"> a. 5 µm general purpose filter, b. 1 µm micron filter, c. 0.01 µm sub-micron filter, d. Active carbon filter or tower <p>Dust removal filter</p>
21	<p>At the downstream of the Oxygen Generator, there should be at least 2 stage filtrations;</p> <ol style="list-style-type: none"> a. Particle filter b. Bacteria filter.
22	Storage air and oxygen tanks must be tested at least at 15bar.
23	<p>The oxygen generator must display:</p> <ol style="list-style-type: none"> 1. Oxygen Purity 2. Pressure of all tanks on the main touch panel and on the control panel via manual gauges for simultaneous observations

	<p>3. Temperature of the product</p> <p>4. Oxygen Alarm Facility for:</p> <ul style="list-style-type: none"> • Low Oxygen Pressure • Low Purity • Any Malfunction • Service Reminders <p>5. Operation hours</p> <p>6. Maintenance Schedule</p>
24	The system should automatically detect when the service is needed (based on operating hours) and should display a message.
25	Alarm system should have both audio and visual warning.
26	Oxygen generator settings page must be password protected.
27	The oxygen generator must have at least 3 different oxygen purity alternatives under Automatic mode to carry out 3 different oxygen purity production such as 90%, 93% and 95%
28	The oxygen generator must have a Smart Mode algorithm which is an intelligent product delivery system based on pressure and purity.
29	The oxygen generator must have an ethernet port and an IP address for remote monitoring.
30	The oxygen generator must have at least 10-inch touch screen.
31	The purity of the oxygen generator should not drop after electricity cuts-off. It should have an intelligent algorithm to detect the electricity cut-offs. When electricity is back, and when the air tank pressure is ready it should follow its cycling without any purity drop

NOTE: The Firm will ensure that the work is completed within 30 of receiving the Work Order & signing of Agreement, both

PRE - QUALIFICATION CRITERIA

Sr. No	QUALIFICATION CRITERIA	DOCUMENTARY EVIDENCE REQUIRED
1	The Bidders shall be either a company incorporated under the Companies Act, 2013 or the Companies Act, 1956, or a Trust established under Indian Trust Act, 1882 or a Society established under Indian Societies Registration Act, 1860, or any other legal entity. Consortium in any form is not allowed.	Agency should provide the AoA (in case of registered firm), Bye Laws and certificate of registration (in case of Pvt Ltd. and LLC) and Partnership Deed (in case of partnership deed). Incorporation certificate must be provided.
2	The Bidder/Agency should be registered in Jharkhand with the GST/PAN/ TAN Number.	Provide the copy of PAN TAN and GST registration number.
3	The average turnover of the bidder for last 3 financial year should not be less than 3 Cr. ending on 31st March of the previous financial year – 2019-20	Provide the copy of the audited P&L statement/Balance sheet/Net worth of the company and certified from the CA clearly stating the turn over from the healthcare services on Management, Maintenance and operations. → MSMEs registered will be eligible for exemptions as per MSME norms → Start-ups registered under "Start-up India" will be exempted as per "Start-up India" norms NOTE: The supporting documents for exemptions have to be provided by the Bidder/ Agency explicitly
5	The Bidder/Agency should be positive net worth for each of the last 3 financial years	Provide the copy of the audit balance sheet of the company and certificate from the chartered

		Accountant clearly stating the turnover from IT services.
6	The Bidder/Agency should have 3 years of experience in IT/Health/Infrastructure/Manufacturing for implementing the projects in any Central/State Government/PSU/Limited Companies.	<p>→ Relevant Project implementation experience with work orders/ completion certificate has to be submitted.</p> <p>→ MSMEs registered will be eligible for exemptions as per MSME norms;</p> <p>→ Start-ups registered under "Start-up India" will be exempted as per "Start-up India" norms</p> <p>NOTE: The supporting documents for exemptions have to be provided by the Bidder/ Agency explicitly</p>
7	The Agency should have updated GST return and IT return for the last three financial years issued by the Department.	Provide Documentary proof of GST returns issued by GST Department and IT RETURN copy for the last three financial years.
8	The Agency should have office in Jharkhand. <i>In case of agency has no presence in Jharkhand, agency shall furnish an undertaking that an office shall be opened in Jharkhand with sufficient personnel and inventory of spares within a month of selection as Successful Bidder.</i>	Copy of Electricity Bill, Tax Bill or Copy of the Agreement to be attached.
9	The Agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices, and should not be blacklisted by any state Govt. / Central Govt. / PSU for any reason.	The Agency should provide affidavit in original for non-engagement in fraudulent corrupt practice, non-blacklisting in any Govt./PSU in the last three financial years.
10	The bidder must provide a undertaking that the material that is being supplied follows the rule 14 of GFR in terms of restriction of supplying of goods. As per rule if it is found that the bidder supplying goods from any country which shares Land border restriction with India those bids will be rejected.	
The goods should be European CE or US FDA approved.		

TECHNICAL QUALIFICATION: 50 Marks

S. No.	Evaluation Criteria	Parameters	Max. Marks	Supporting Documents
1.	Cumulative Turnover in last 3 years -> 20 Cr - 10 Marks, Rs 15 -Rs 20 Cr - 8 Marks, Rs 10 - 15 Cr - 6 Marks	>=Rs.20 Crores: 10 marks, >=Rs.15 Crores but <Rs.20 Crores: 8 marks >=Rs.10 Crores but <Rs.15 Crores: 6 marks, >=Rs.3 Crores but <Rs.10 Crores: 4 marks <Rs.3 Crores: 0 mark	10	CA Certificate for the Turover
2	OEM/Bidder Experience	Number of projects implemented by the OEM/Bidder in last 5 years -- i) Above 30 → 10 Marks, ii) 26 - 30 → 8 Marks, iii) 21 - 25 → 6 Marks, iv) 16 - 20 → 4 Marks v) 10 - 15 → 2 marks vi) Less than 10 → 0 marks	10	Self Certified by the OEM/Bidder
RELEVANT PAST EXPERIENCE			30	

3.	Experience - Work order with completion on IT/Health/Infrastructure with Govt/PSU/State Govt/Limited Companies in India during last 5 years	Experience - Work order with completion on IT/Health/Infrastructure with Govt/PSU/State Govt/Limited Companies in India during last 5 years i. Above INR 10 Cr → 30 Marks, ii. INR 8 Cr → INR 10 Cr → 24 Marks, iii. INR 6 Cr - INR 8 Cr → 18 Marks, iv. INR 4 cr - INR 6 Cr → 12 Marks, v. INR 2 cr to INR 4 Cr → 6 Marks. vi. Less than 2 crores → 0 marks	30	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) OR Work Order + Phase Completion Certificate (for ongoing projects) from client
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TERMS & CONDITION

Earnest Money Deposit:-

In the form of DD Duly Pledge in favour of DC PALAMU

Requirement:

- The Public Sector Undertaking of the Central / State Govt./MSEs/ MSME/ Registered in Jharkhand only are exempted from furnishing Earnest Money along with tender, subject to submission of its valid proof.
- The firms Registered with DGS & D/SSI and any approved source of Center / States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
- EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tenders or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that information/ documents furnished in its tender is incorrect or false.

➤ Offers are Invited in Two Bids -

All agencies are required to submit their Technical and Financial offers in two covers (in duplicate) as under:

- First Envelope shall be named as **"TECHNICAL BID EVALUATION: Procurement of an PSA OXYGEN GENERATOR 150 LPM with oxygen cylinder manifold for filling the cylinders in Panki & Lesliganj Health Centre" - PLEASE DO NOT OPEN BEFORE 01:30 PM; 05... July, August 2021** and contain the following documents: -
 - Name of the firm with full address & contact number.
 - Documents duly completed and signed but without indicating the rates.
 - Agency should provide the AoA (in case of registered firm), Bylaws and certificate of registration (in case of Pvt Ltd. and LLC) and Partnership Deed (in case of partnership deed). **Incorporation certificate must be provided.**
 - Provide the copy of PAN/TAN and GST registration number.
 - Provide the copy of the audited P&L statement/Balance sheet/Net worth of the company and certified from the CA.
 - Provide Documentary proof of GST returns issued by GST Department and IT RETURN copy for the last three financial years.
 - The Agency should provide affidavit in original for non-engagement in fraudulent corrupt practice, non-blacklisting in any Govt./PSU in the last three financial years.
 - List of similar work done by the bidder with complete address and details of contact person of the organization with phone number.
- Second envelope shall be named as **"FINANCIAL BID EVALUATION: Procurement of an PSA OXYGEN GENERATOR 150 LPM with oxygen cylinder manifold for filling the cylinders in Panki & Lesliganj Health Centre" - PLEASE DO NOT OPEN BEFORE 01:30 PM; 05... July 2021** and contain the following documents:

1. Unit Rates of all commodities/ machines/ equipment/ components/ pipes should be quoted in INR (inclusive of all types of Government Taxes, Freight, Packing and other expenses on the official letter pad of the Organization).
2. Conditional or incomplete applications will not be accepted.
3. Price bid of all those bidders will be considered for opening whose offer is complete and technically sound.
4. The applicant may enclose copies of the orders received, if any from government/semi government organizations in the recent past for the subject stores along with the tender. Such bidder will be preferred.
5. The undersigned reserves the right to reject the tender partially or fully without assigning any reason.
6. Purchase committee also reserves the right to relax any term and condition in the government interest.
7. Quantity of requisite items may increase or decrease as per the requirement.
8. The rate quoted shall be valid for a period of one year after the date of opening of bid.
9. Defective/ Expired items will not be accepted.
10. The norms of Jharkhand Procurement Policy, 2014 will be entertained.
11. The second envelope should be inside the first envelope.

30% Marks will be on Technical Qualification, 40% Marks for Presentation and Physical Demonstration & 30% Marks will be on Financial Bid.

C. LATE BID

Any bid received by the district planning office after the stipulated time and date for the receipt of bids prescribed in this document will be rejected and be returned unopened to the Agency.

D. APPOINTMENT OF AGENCY

- a. **AWARD CRITERIA:** The District Administration will award the Contract to the successful Bidder(s) whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid, i.e., has secured highest overall score as per the process outlined.
- b. **RIGHT TO ACCEPT ANY PROPOSAL & TO REJECT ANY OR ALL PROPOSAL(S):** The District Administration reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or bidders of the grounds for the District Administration's action.
- c. **NOTIFICATION OF AWARDS:** Prior to the expiration of the bid validity period, the District Administration will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case, due to some unforeseeable circumstances, the tendering process is not completed within the bid validity period, the District Administration may like to request the bidders to extend the validity period of the bid.
The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, the District Administration will notify each unsuccessful bidder
- d. **SIGNING OF CONTRACT:** Post submission of Performance Bank Guarantee by the successful bidder, the District Administration shall enter into a contract with the successful bidder incorporating necessary details of scope of work, deliverables, timeline, payment schedule, pre-bid clarifications, and resource person's deployment, the financial proposal of the bidder and other clauses as necessary.
- e. **FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE EOI:** Failure of the successful bidder to agree with the proposed Contract Terms and Terms & Conditions of the EOI shall constitute sufficient grounds for the annulment of the award, in which event the District Administration may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the District Administration shall invoke the PBG of the most responsive bidder.

E. FORCE MAJEURE:

i. DEFINITION:

In this Clause "Event of Force Majeure" means an event beyond the control of the District Administration and the Consulting Agency, which prevents either Party from complying with any of its obligations under the Contract, including but not limited to:

1. Acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;

2. Rebellion, revolution, insurrection, or military or usurped power, or civil war;
3. Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Consulting Agency; or Acts or threats of terrorism.

ii. **CONSEQUENCES:**


1. Neither the District Administration nor the Bidder/Agency shall be considered in breach of the Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the date of signing of contract.
2. The affected Party prevented from carrying out its obligations under the contract shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the affected Party.
3. If and to the extent that the Bidder/Agency is prevented from executing the Services by the Event of Force Majeure, the Bidder/Agency shall be relieved of its obligations to provide the Services but shall endeavour to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Good Operating Practices, [PROVIDED that if and to the extent that the Consulting Agency incurs additional Cost in doing so, the Bidder/Agency shall be entitled to the amount of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Consulting Agency having taken reasonable steps to mitigate the Cost)].
4. If and to the extent that the Bidder/Agency suffers a delay in execution of the contractual services beyond the timeline fixed for each phase as a result of an Event of Force Majeure then it shall be entitled to an extension of the time for completion as may be mutually decided by both the parties.
5. The Bidder/Agency shall be entitled to payment as per payment schedule mentioned in Section 10 after grant of extension of timeline for phase completion prescribed in Section 9 read with 5.7.2.iv due to the period of interruption caused by the Event of Force Majeure.]
6. The Contract Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.

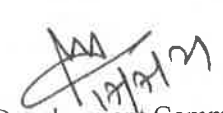
iii. **OPTIONAL TERMINATION, PAYMENT & RELEASE**

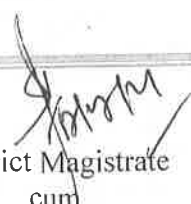
Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of 365 days, either the District Administration or the Consulting Agency/Bidder may give to the other a notice of termination of contract, provided that if the District Administration is paying fee during Force Majeure, then Consulting Agency will not have a termination right, which shall take effect 30 days after the giving of the notice. If, at the end of the 30-days period, the effect of the Force Majeure continues, the Contract shall terminate. After termination of contract under this Sub-Clause, the Bidder/Agency shall comply with such termination provisions as may be prescribed in the contract and the District Administration shall pay the Consulting Agency an amount calculated and certified in accordance with relevant clauses of termination of contract.

F. LITIGATION:

Any dispute arising out of this EOI or the contract signed by the District Administration with the successful bidder or any other bidder participating in this procurement process shall be subject to the jurisdiction of Jharkhand High Court.


Incharge
Dev. Palamu


Deputy Development Commissioner,
Palamu


District Magistrate
cum
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