

**TERMS, CONDITIONS & SPECIFICATION FOR
SUPPLY OF JANANI STRETCHER**

Name of the District / Health Institution: Bargarh
(HEALTH & F.W. DEPTT., GOVT. OF ORISSA)

Tel: 06646-232804

Bid Reference No. -C.D.M. & P.H.O.BARGARH(5177/06.06.2018)

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**TENDER DOCUMENT
FOR SUPPLY OF JANANI STRETCHER**

Bid document may be downloaded from Web site-www.bargarh.nic.in

PRE BID CONFERENCE	: Dt.12.06.2018 at 11 A.M
LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS	: Dt.27.06.2018 Upto 2 P.M
DATE & TIME OF OPENING OF COVER-A (Technical Bid)	: Dt.28.06.2018 at 3 P.M.
DATE OF OPENING OF COVER-B (Price Bid)	: Dt.28.06.2015 at 4 P.M.

PLACE OF OPENING OF BID DOCUMENTS
AND

ADDRESS FOR COMMUNICATION
AND

RECEIPT OF BID DOCUMENTS

: DTU,NHM, CDM & PHO, Bargarh

Tel: 06646-231763

Email id: dpmubar@gmail.com

OFFICE OF THE CDM & PHO:BARGARH

SALE OF TENDER / BID DOCUMENT

The Bidders may download, the tender documents directly from the WEBSITE available at www.bargarh.nic.in. No tender documents will be sold in the office of the undersigned. The Tender cost fee of **Rs.1,000/- + GST @ 18%** (Non-refundable) by way of separate Demand Draft drawn in favour **ZSS NRHM ADDITIONALITY, BARGARH** should be enclosed along-with the Technical Bid. The Bidders should specifically superscribe, **"DOWNLOADED FROM THE WEBSITE"** on the top left corner of the outer envelope containing Technical Bid and Price Bid separately. The Tender cost fee and the EMD amount should be submitted separately in separate demand drafts. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website or the office notice board before last date of purchase of tender document and the C.D.M. & P.H.O shall have no responsibility for any delay / omission on part of the bidder.

- a) Price of bid document Rs. **Rs.1,000/- + GST @ 18%**
(Non-refundable)

The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.

TERMS AND CONDITIONS FOR SUPPLY OF MEDICINES, MEDICAL INSTRUMENTS & EQUIPMENTS

- 1.1 Sealed tenders will be received upto 2 P.M. of dt.27.06.2018, by the C.D.M. & P.H.O Bargarh in the office of the C.D.M. & P.H.O Bargarh for the purchase of JANANI STRECHER. 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 Pre-bid conference shall be held in the office chamber of the C.D.M. & P.H.O Bargarh on **dt.12.06.2018 at.11 AM.** The prospective bidders may attend and clarify any doubts on the terms and conditions of the bid document.
- 1.3 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 covers should be put into a third Cover, which should be superscribed as "**Tender for the supply of JANANI STRECHER to the C.D.M. & P.H.O., Bargarh**". Reference No. **(C.D.M. & P.H.O.BARGARH/ 5177/06.06.2018).**
- 1.4 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened by the C.D.M. & P.H.O, Bargarh at DTU,office of the C.D.M. & P.H.O, Bargarh at **3 P.M on dt.28.06.2018.** 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 Manufacturing units / Importers/**authorized dealer** are eligible to participate in the tender provided, they have
 - (i) Valid manufacturing license / Import License/ **authorized dealer certificate.**
 - (ii) Valid ISO certificate for the items.
 - (iii) 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.
 - (iv) **Certificate duly filled by the Auditor / Chartered Accountant (as per Annexure -IV) that the annual turnover of the tendering firm is Rs. 01 (One) crore or more in each financial year for last preceding 3 (three) financial years.**

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 Earnest Money Deposit is Rs.10000.00 (Ten thousand) only should be submitted in shape of Demand Draft for Instrument & equipments.
- 3.2 Copy of Valid Manufacturing License of the tender item of the manufacturer / Import License by the Importer (also to be submitted by the authorized distributor).
- 3.3 Copy of Valid ISO certificate.
- 3.4 Copy of GST certificate submitted.
- 3.5 **(A)** 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.
(B) Leaflets, photographs & literatures relating to the product / item quoted and matching the specification of the tender should be submitted.
- 3.6 The declaration form in **Annexure - I** duly signed by the tenderer before Notary Public / Executive Magistrate.
- 3.7 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Orissa **(Annexure - VI).**
- 3.8 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).
- 3.9 **Certificate duly filled by the Auditor / Chartered Accountant (as per Annexure -IV) that the annual turnover of the tendering firm is Rs.1 (One) crore or more in each financial year for last preceding 3 (three) financial years.**
- 3.10 Checklist with detail of the documents enclosed in **Cover "A"** (as per **Annexure - VII**) with page number. The document should be serially arranged as per this **Annexure - VII** and should be securely tied and bound.

COVER – B (PRICE BID)

4. The tender format giving the quoted rate for medical equipments 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 – II**), both hard copy and soft copy must be submitted in Cover-B. The price of the item should be quoted exclusive of taxes and including of insurance, packing, forwarding, freight (door delivery), installation, warranty for 2 years but exclusive of CMC 3 years, if any and the turnkey job in a separate column. The rate should be quoted 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 Cover “B” will be opened of successful bidders at DTU,NHM,BARGARH by the C.D.M. & P.H.O.BARGARH BARGARH at DTU,NHM on dt. 28.06.2018 at 4 PM in the presence of the tenderers or their authorized representatives.

REJECTION OF TENDER(if the following documents are not submitted)

- ◆ Earnest Money Deposit in shape of Demand Draft .
- ◆ Copy of Valid Manufacturing License of the tender item of the manufacturer / Import License by the Importer (also to be submitted by the authorized distributor).
- ◆ Copy of Valid ISO certificate.
- ◆ Copy of GST certificate.

- ◆ **(A)** 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.
- ◆ **(B)** Leaflets, photographs & literatures relating to the product / item quoted and matching the specification of the tender.
- ◆ The declaration form in **Annexure - I** duly signed by the tenderer before Notary Public / Executive Magistrate.
- ◆ Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Orissa (**Annexure - VI**).
- ◆ 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).
- ◆ Checklist with detail of the documents enclosed in **Cover “A”** (as per **Annexure - VII**) with page number. The document should be serially arranged as per this **Annexure - VII** and should be securely tied and bound.

EARNEST MONEY DEPOSIT

- 6.1 The Earnest Money Deposit shall be Rs.10000.00 (Ten thousand) only . The Earnest Money Deposit will be submitted in the shape of demand Draft only in favour of **ZSS NRHM ADDITIONALITY Bargarh**, from any Nationalized Bank payable at Bargarh.
- 6.2 The EMD of the unsuccessful bidders will be returned back without interest after publication of the approved list and EMD of successful tenderer will be returned after submission of performance security.
- 6.3 The EMD will be forfeited if the tenderer withdraws the tender or doesn't accept the approved list or doesn't supply the items within the stipulated time period.

SECURITY DEPOSIT : (Performance Security for Equipment & Instruments)

- 7.1 The Security Money should be submitted, in shape of Bank Draft from a Nationalised Bank in favour of **ZSS NRHM ADDITIONALITY Bargarh** equal to the amount of 10% of the purchase order value of the item within 10 days of issue of the purchase order.
- 7.1 The agreement (**as per Annexure – V**) 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.
- 7.3 Security money will be forfeited if there is any violation of the tender terms and conditions.

GUARANTEE / COMPREHENSIVE WARRANTEE:

(Undertaking as per Annexure – IX & X)

- 8.1 The warranty will remain valid **for 2 years from** the date of installation & commissioning of the equipment. The tenderer shall also commit to provide offer for CMC (Labour+ all spare) 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. The original copy of warranty documents will be submitted to the consignee and photocopy of that to C.D.M. & P.H.O. Bargarh after installation.

- 8.2 The warranty will cover all the parts of the machine 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 the warranty period.
- 8.3 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. The Supplier further warrants 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.
- 9.4 **CMC:**
The tenderer shall also commit to provide offer for CMC (Labour+ all spare) 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. The tenderer has to quote for equipment with warranty for 2 years, turnkey job and CMC for 3 years separately. CMC will be quoted year-wise i.e. for 1st year, 2nd year and 3rd year separately
- 9.5 The selected firm should have a service centre in Orissa.
- 9.6 The selected firm will have to arrange for demonstration of the equipment at supply point at their own cost.
- 9.7 All the warranty certificates of turnkey job must be handed over to the consignee after installation.

DOWNTIME PENALTY CLAUSE:

- 10.1 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 are 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.
- 10.2 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:

- 11.1 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.
- 11.2 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.
- 11.3 Local agents / distributors quoting on behalf of the manufacturer / importer must attach the authority letter in their favour.

LOGOGRAMS AND LABELLING :

- 12.1 Tenderer for the supply of medical equipments shall give an undertaking in his tender that he will print **"Govt. of Orissa Supply - Not For Sale"** in bold letters in indelible ink on the equipment as per **Annexure-I.**

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 13.1 The C.D.M. & P.H.O., Orissa reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.

- 13.2 The C.D.M. & P.H.O Bargarh, 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.
- 13.3 The supply should be started within 30 days and should be completed within 60 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 60 days or 88 days with liquidated damage from the date of issue of the purchase orders from the C.D.M. & P.H.O Bargarh, such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified in clause no. 17.1 to 17.3. The approved firm shall also suffer forfeiture of the EMD and Security Deposit.
- 13.4 If the approved supplier fails to execute the supply within the stipulated time, the C.D.M. & P.H.O Bargarh, is empowered to purchase the same items from L₂ or L₃ tenderer if they match the L₁ rate.
- 13.5 The C.D.M. & P.H.O Bargarh or his authorised 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:

- 14.1 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 medical equipments will be taken after inclusion of the all taxes, transportation, insurance, packing, forwarding & comprehensive warranty for two (2) years. Excluding CMC for next three(3) years. (CMC will be finalized by the authority).
 - b) The cost of the medical equipments including all charges i.e. GST, Transportation, Insurance, Packaging & forwarding, Installation & Commissioning, VAT, ET (excluding CMC) will be added and the lowest responsive bidder will be selected.

LIQUIDATED DAMAGE :

- 15.1 The C.D.M. & P.H.O may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 60 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.
- 15.2 If the supplier fails to complete the supply within the extended period, i.e. 88 days after being allowed by the C.D.M. & P.H.O no further purchase order will be placed to the firm 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.

TERMS OF PAYMENT :

- 16.1 No advance payments towards cost of medical equipments or turnkey job will be made to the tenderer.
- 16.2 90% of the cost of the equipment + 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 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.
- 16.3 Payments will only be made after keeping the security deposit from the supplier, 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.
- 16.4 No claims shall be made against the C.D.M. & P.H.O, Bargarh in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
- 16.5 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 authorised person of the supplier.

PENALTIES :

- 17.1 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, he is 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 C.D.M. & P.H.O Bargarh, by reasons of such breach, such as failure to supply / delayed supply.

- 17.2 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.
- 17.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court Dist. Bargarh or High Court of Orissa.


C.D.M & P.H.O.,
Bargarh

DECLARATION FORM

I / Wehaving 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 instrument & equipments. 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 paper 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. organisation / Govt. Health
Institutions for supply of Not of Standard Quality (NSQ) items / part-supply / 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 /
authorised distributor bearing No.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 :

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

ANNEXURE-II**MODEL TENDER FORMAT (PRICE SCHEDULE)**

Sl. No. of the Item	Specification (Annex-III-B)	Price which (Exclusive all taxes), & including customs duty, packing, insurance forwarding, transportation with 2 (two) years onsite warranty	CMC for three years after expiry of two years warranty period (please mention on yearly basis)	Cost of Turnkey If applicable (all accessories for installation & commissioning) Including all taxes Rs. (Door delivery & installation)	Total Cost
		Cost in Rs. (both in words & figures)			
(1)	(2)	(3)	(4)	(5)	6=3+4+5
			1 st year: 2 nd year: 3 rd year: Total		

TECHNICAL SPECIFICATIONS
Name of the Items:- Janani Stretcher

- Overall approximate Size (2438 x 610 x 400) mm (LxWxH). (+/-2%). Minimum Weight Bearing capacity is 140 Kg. Minimum Ground clearance is 200mm(+/- 2%).
- Density of the MS Pipe should not be less than 30gm/CM.
- Stretcher should have tubular mild steel (CRC Grade) frame with non-slippery soft grip at both end of the tubular handle bar for carrying the pregnant women.
- The materials for carrying the pregnant women should be made out of Rexene (Rein Force Fabric of above 400gsm), which should be easy to clean and adaptable to the pregnant women.
- It should be 30 to 40 degree inclination for back rest of the patient, which is to be adjustable.
- There should be two Safety belts provided, one at the sternum position and other one at the thigh bone/femoral bone with two Stainless Steel buckles.
- At both the lateral side there should be two bows (400Lx 150Hx25D) mm for holding pregnant women.
- Material used for hand rail purpose should be soft to carry the stretcher on shoulder if it is necessary.
- Foot rest should be a minimum declination of 15 degree and above.
- All four legs should have PolyUritrin shoes.
- A Ring of 8 mm thick rod with minimum diameter of 75mm to lift the patient at all the four corner of the stretcher.
- All metal parts should be pre-treated and epoxy powder coated.

ANNUAL TURN OVER STATEMENT

The Annual Turnover of the tendering firm
M/s _____ for the last
three years are given below and certified that the statement is true and correct.

<u>Sl.No.</u>	<u>Year</u>	<u>Turnover in Lakhs / Crores (Rs)</u>
1.	2014 - 2015	-
2.	2015 - 2016	-
3.	2016 - 2017	-

Date:

Place:

Signature of Auditor/
Chartered Accountant
(Name in Capital)
Registration No.
Seal

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 201__

BETWEEN

Name of the Supplier
with full address

Here in after called the “Supplier(s) _____” as 1st Party

AND

The C.D.M. & P.H.O.BARGARH / M.O, I/c
Health & F.W. Department
Represented through the

_____ / **THE CONSIGNEE**

Here in 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 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>Offered Price</u>	<u>Total</u>
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The price / cost of the items also includes 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.
8. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of five year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.

9. CMC for next 3 (three) years after the warranty period.
10. Installation and commissioning of the system by the Supplier's engineer at site.
11. 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 no circumstances.

TERMS FOR PAYMENT :-

A. The payment(s) shall be made by purchaser in Indian currencies No advance payments towards cost of Instruments and Equipments 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 **ZSS NRHM ADDITIONALITY** ,Bargarh with the warranty for 2 years agreement to the consignee.

90% of the cost of the equipment+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. 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 – X & XI will also be submitted to the consignee with photocopies to the purchaser.

TURNKEY JOB:

The external power supply will be provided by the Deptt. 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.

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 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 system 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.

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 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 / Equipments.

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

Performance 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 equipments / instruments to be supplied by him / them and to provide spare parts for up keeping the Equipments / Instruments for a minimum period of 10 years from the date of installation.

The tenderers shall clearly mention the price of the instruments / equipments 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.

COMPREHENSIVE WARRANTY :

This warranty shall remain valid for two (2) years from the date of installation & commissioning of the machine / 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 machine 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 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 arrange 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 C.D.M. & P.H.O) 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 & Equipments. 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 equipment 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. & P.H.O.BARGARH** will be at liberty to terminate without assigning any reason the contract either wholly or in part. 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 **C.D.M. & P.H.O.BARGARH** 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 **C.D.M. & P.H.O.BARGARH** 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 **C.D.M. & P.H.O.BARGARH** and the tenderer shall be liable for all losses sustained by the **C.D.M. & P.H.O.BARGARH** 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. Bargarh** or High Court, Orissa.

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)

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		
Manufacturing License Nos. & Date		
Name of the issuing authority		
License valid up to		

**Signature of the Tenderer :
with seal**

Date :

Official Seal :

CHECK LIST

Please put ✓ " in the respective box

DOCUMENTS : SUBMITTED OR NOT

COVER – A (TECHNICAL BID) “Use separate check list for each items”.

1	Name of the Instrument/Equipment						
2	Cost of Tender Paper	DD No				Date	
3	Earnest Money Deposit in shape of Demand Draft for Instrument & equipments. Rs.10000.00(Ten thousand only)	DD No				Date	
4	Copy of Valid Manufacturing License of the tender item of the manufacturer / Import License by the Importer.	Yes		No		Page No	
5	Copy of Valid ISO certificate.	Yes		No		Page No	
6	Copy of GST certificate	Yes		No		Page No	
8	(A) 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.	Yes		No		Page No	
9	(B) Leaflets, photographs & literatures relating to the product / item quoted and matching the specification of the tender in a tabular form.	Yes		No		Page No	
10	The declaration form in Annexure - I duly signed by the tenderer before Notary Public / Executive Magistrate.	Yes		No		Page No	
11	Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Orissa (Annexure - VI).	Yes		No		Page No	
12	Certificate duly filled by the Auditor / Chartered Accountant (as per Annexure -IV) that the annual turnover of the tendering firm is Rs.1 (One) crore or more in each financial year for last preceding 3 (three) financial years.	Yes		No		Page No	
13	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).	Yes		No		Page No	
14	Checklist with detail of the documents enclosed in Cover “A” (as per Annexure - VII) with page number. The document should be serially arranged as per this Annexure - VII and should be securely tied and bound.	Yes		No		Page No	

COVER – B (PRICE BID)

1. PRICE PROPOSAL AS PER FORMAT AT ANNEXURE – II

MANUFACTURER’S AUTHORISATION FORMAT

To

The C.D.M. & P.H.O Bargarh
Deptt. of Health & Family Welfare
Govt. of Orissa.

Ref: Tender No. _____ Dated _____ for _____.

Dear Sir,

We _____ who are established and reputed manufacturer’s of _____ (name and description of items offered) having factories at _____ (Address of Factory) do hereby authorize M/s _____ (Name and address of Distributor / Agent) to submit a bid and sign the contract with you against the above referred tender.

We also extend our full guarantee for the items quoted by M/s _____ as per the terms and conditions in your tender under reference above.

Yours faithfully,

Name of the Manufacturer
(Signature with seal)

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included in the bid submitted by the tenderer if the tenderer is not the manufacturer.

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

Tender ref. No. _____

Name of the equipment:

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 followed by 3 years CMC only) as per this tender clause.
- 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 .
- iv. The 2 year comprehensive warranty is valid from dt._____ to dt._____.
- v. The 3 year CMC is valid from dt._____ to dt._____.

Date:

Place:

Signature of the competent authority

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. _____ Due for opening on _____

Name of the equipment:

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 by 3 years CMC) 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 Orissa 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 abode 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 equipment 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 machinery / equipment 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 equipment'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 5 years.

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.