

CHIEF DISTRICT MEDICAL OFFICER: BARGARH

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Bid Reference No- C.D.M & P.H.O / MGPS/7274/dt.27.08.2019

**TENDER DOCUMENT
FOR
SUPPLY, INSTALLATION &
COMMISSIONING
OF
MEDICAL GAS PIPELINE SYSTEM**

CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER : BARGARH
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SECTION -I

NOTICE INVITING TENDER

Tender Reference No. C.D.M & P.H.O /

TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR SUPPLY, INSTALLATION & COMMISSIONING OF MEDICAL GAS PIPELINE SYSTEM (MGPS) on turn key basis.

1	Period of Availability of Tender Document	From dt.27.08.2019 to dt.19.09.2019 [Downloadable from website: http://www.bargarh.nic.in] 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	Date, time & place of Pre-bid meeting	Date : dt.05.09.2019 time : 11 AM Place : Chief District medical Officer &PHO, Bargarh
3	Last date & time for submission of Tender	Date: 18.09.2019 Time: Upto 2 PM Address of Submission of Bid: C.D.M & P.H.O Office, Bargarh. Dist: Bargarh, Odisha-768028 <i>(Through Speed post / Registered post / Courier)</i>
4	Date, time and place of opening of Tender	a) Technical Bid (Cover A) opening: dt. 19.09.2019, Time 11 AM at the address mentioned above. b) Financial Bid (Cover B): , (The financial bid will be opened on dt.19.09.2019 at 3 PM of the firms found successful in the technical bid. <i>(Venue is mentioned at the address mentioned above)</i> <i>(Bidders / authorized representative may remain present at the time of opening of bid)</i>


Chief District Medical & Public Health Officer
Bargarh

SECTION -II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser	Chief District Medical & Public Health Officer, Bargarh						
2.	Consignee	Chief District Medical & Public Health Officer (Details mentioned in the Schedule of Requirement –Section IV)						
3.	Delivery Period	Within 60 days from issue of the purchase order.						
4.	Mode of Delivery	By Air / Road / Rail						
5.	Guarantee/ Warranty /CMC	Comprehensive warranty including all spares, maintenance etc. for a period 2(two) years from the date -of installation & commissioning and 5(Five) years CMC after warranty period.						
6.	Tender Document Cost	Rs. 2,000/- (18% GST) . The tender document cost is to be submitted in the shape of bank draft in favour of ZSS NON-NRHM FUNDS, BARGARH, from any Nationalized / Scheduled Bank payable at, Bargarh.						
7.	Earnest Money Deposit (EMD) (The approx. no. of equipment mentioned in the Schedule requirement – Section IV)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl.</th> <th style="text-align: center;">Name of Equipment</th> <th style="text-align: center;">EMD (Rs.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Medical Gas Pipeline system</td> <td style="text-align: center;">30000.00</td> </tr> </tbody> </table> <p>The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of ZSS NON-NRHM FUNDS, BARGARH from any Nationalised / Scheduled Bank payable at Bargarh. EMD exemption is not permitted except to local SSI units registered in Odisha only as mentioned in Section – III Clause 23.5.</p>	Sl.	Name of Equipment	EMD (Rs.)	1	Medical Gas Pipeline system	30000.00
Sl.	Name of Equipment	EMD (Rs.)						
1	Medical Gas Pipeline system	30000.00						
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. The performance security shall be furnished at C.D.M & P.H.O, Bargarh.						
9.	Pre-qualification (Eligibility Criteria)	<p>A. Manufacturing units / Importers are eligible to participate in the tender provided, they have</p> <ul style="list-style-type: none"> (i) Import License (In case of Importer only) (ii) Valid ISO certificate. (iii) Product must be ISI /CE / US FDA/IEC etc certified as per Technical Specification (Section V) (iv) Tenderer (Manufacturer/Importer) should have proof of supply & commissioning of medical gas pipe line system (MGPS) mentioned in the schedule of requirement (executed directly by manufacturer or through distributor to any Govt. organization / Corporate Hospitals / PSU Hospitals / Blood Banks / UN Agencies and purchase order copies in support of that in last 3years as per format at Annexure VII (Item wise) (v) Proof of annual average turnover (Manufacturers/Importer) of Rs.5 Crore or more in the last three (3) financial years certified by the Chartered Accountant as per the format at Annexure VI. (vi) Alternative bids are not allowed <p>B. Authorized distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p>						

		<p>(i) They should have proof of annual average turnover of Rs.2 Crores or more in the last three (3) financial years certified by the Chartered Accountant as per the format at Annexure- VI.</p> <p>ii) In addition to this, the distributor shall also submit the average annual turnover of the manufacturer/importer of the item (s) as mentioned in A (v) above.</p> <p>iii) They should submit manufacturer’s authorization to transact business on behalf of the manufacturer as per the format at Annexure - V.</p> <p>iv) Proof of supply of Medical gas Pipe Line Sysytem(MGPS) to any Govt. organization /Corporate Hospitals /PSU Hospitals /Blood Banks/ UN Agencies and purchase order copies in support of that in last 3years as per format at Annexure VII .</p> <p>(v) The authorized distributor will submit the following documents in support of the manufacturer along with the tender :</p> <p style="padding-left: 40px;">a. Valid ISO certificate</p> <p style="padding-left: 40px;">b. Valid ISI / CE / US FDA / IEC certificates of the manufacturer as per technical specification (Section V).</p> <p>(vii) Alternative models are not allowed.</p> <p>D. The Manufacturer or 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, INSTALLATION & COMMISSIONING OF
MEDICAL GAS PIPELINE SYSTEM (MGPS).**

- 1.1 Sealed tenders will be received till dt.18.09.2019 **upto 2 PM** by the office of C.D.M &P.H.O,Bargarh,. 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.**
- 1.2 Pre-bid conference shall be held in the **office chamber of C.D.M & P.H.O,.,Bargarh** on dt.05.09.2019 at **11A.M.** 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 sealed covers should be put into a **third outer Cover**, which should be superscribed as **“Tender for SUPPLY, INSTALLATION & COMMISSIONING OF MEDICAL GAS PIPELINE SYSTEM (MGPS)”** & Tender Reference No. **C.D.M & P.H.O /MGPS 7274/dt.27.08.2019.**
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- 1.4 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened at the office of C.D.M & P.H.O Chief District Medical officer at **11 AM on dt.19.09.2019.** 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** are eligible to participate in the tender provided, they fulfill the following conditions:
- (i) **Import License (In case of Importer only).** In case of importers, they have to furnish the authorization from the manufacturer.
 - (ii) Valid ISO certificate (of the Manufacturer)

- (iii) Product must be ISI / BIS /CE / US FDA etc. (valid ISI/BIS /CE /US FDA certificate) certified (As per **Section VI** - technical specification).
- (iv) Tenderer (Manufacturer/Importer) should have proof of supply of Medical gas Pipe Line System (MGPS) (executed directly by manufacturer or through distributor) to any Govt. organization / Corporate Hospitals / PSU Hospitals / Blood Banks / UN Agencies and purchase order copies in support of that in last 3 years **as per format at Annexure VII.**
- (v) Proof of annual average turnover (Manufacturers/Importer) of **Rs.5 Crore or more** in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI.**
- (vi) Proof of compliance with IEC Certificate (As per **Section VI** - technical specification) - Medical Electrical Equipments: Particular requirement for Electrical Safety of the equipments.
- (vii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished along with the bid.
- (viii) Alternative bids are not allowed.

2.2 **Authorized distributors** are eligible to participate in the tender provided:

- (i) They submit manufacturer's authorization from original equipment manufacturer (OEM) as per the format at **Annexure - V.**
- (ii) They should have proof of annual average turnover of **Rs.2 Crores or more** in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI.**
- (iii) In addition to this, the distributor shall also submit the average annual turnover of the **manufacturer/importer** of the **item (s)** as mentioned in 2.1 (v) & (vi) above.

- (iv) Proof of supply of Medical gas Pipe Line System (MGPS) (executed directly by manufacturer or through distributor) to any **State or Central Government or Government Hospitals / Corporate Hospitals / PSU Hospitals / Municipal Hospitals / Pvt. Hospitals in India / UN agencies / Corporate Sectors / Authorised agency of the State / Central Govt. / PSU)** and purchase order copies in support of that in last 3 years **as per format at Annexure VII.**
- (v) The authorized distributor will submit the following documents in support of the manufacturer along with the tender:
- a) Valid ISO certificate
 - b) CE / US FDA / IEC/IS etc certificates of the products as per technical specification.
- (vi) Alternative bids are not allowed.

2.3 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 Quoted with name of the Make & Model of the item (**Annexure – II**)
- 3.3 Tender document fee of Rs.2,000/-+18% **GST** 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 equipment 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 the firm is **Rs.5 or more** in the last 3 financial years (In case of bidders who are manufacturer/importer) **OR** annual average turnover of **Rs.2 Crores** or more in the last 3 financial years (In case of bidders who are authorized distributors of the manufacturer). In case of authorized distributor, they will also have to submit the average annual turnover the manufacturer/importer of the item(s).
- 3.9 Performance Statement (**Annexure - VII**) during the last three years towards proof of supply of Medical gas Pipe Line System (MGPS) (executed directly by manufacturer or through distributor) to any **State or Central Government or Government Hospitals / Corporate Hospitals / PSU Hospitals / Municipal Hospitals / Pvt. Hospitals in India / UN agencies / Corporate Sectors / Authorised agency of the State / Central Govt. / PSU**). The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement.
- 3.10 Deviation / No Deviation Statement from Technical Specification & details
- 3.11 of technical specification of the product (**Annexure-VIIIA & B**) Leaflet /
- 3.12 Technical Brochures of the product / model / item offered.
- 3.13 Copy of Import License by the Importer (in case of Importer).
- 3.14 Copy of Valid ISO certificate.
Copy of Valid ISI / CE /US FDA /IS certificate (as per Section VI - Technical Specification).

- 3.15 Copy of Certificate in support of IEC certificate (as per Section V-Technical Specification).
- 3.16 Copy of the **up to date GST** clearance certificate.
- 3.17 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.
- 3.18 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).

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 medical equipments should be sent in the prescribed price format in a separate sealed covers 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 in Product in demonstration (if required) 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) and warranty for **2 years**. The price of CMC for **5years**, turnkey job (accessories if any for installation), GST and othercharges (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 C.D.M & P.H.O, Bargarh , at a date & time that will be intimated to them by C.D.M & P.H.O.

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) Import License (In case of Importer)
 - (ii) Manufacturer's authorization in case of distributor/importer
 - (iii) Earnest Money Deposit (EMD).
 - (iv) Tender document cost.
 - (v) Annual Average Turnover of Rs.5Crore or more (in case of Manufacturer/Importer) **OR** Rs. 2 Crore or more (In case of authorized distributors) in the last 3 financial years as per Annexure – VI. In case of authorized distributor, they will have to furnish alongwith their own turnover the Annual Average turnover statement as per Annexure –VI from the Manufacture/Importer of the item(s) as mentioned above.
 - (vi) Valid ISO certificate of Manufacturer
 - (vii) Valid ISI / CE / US FDA certificate of the manufacturer as per Section VI – Technical Specification.
 - (viii) IEC Certificate of the manufacturer as per as per Section VI – Technical Specification.
 - (ix) Proof of supply/ installation (executed directly by manufacturer or through distributor) of Medical gas Pipe Line Sysytem (MGPS) to any **State or Central Government or Government Hospitals / Corporate Hospitals / PSU Hospitals / Municipal Hospitals / Pvt. Hospitals in India / UN agencies / Corporate Sectors / Authorised agency of the State / Central Govt. / PSU** and certificate in supportof that from the user during the **last three years**.
 - (x) Major deviations from the technical specification of the item(s) as per tender.
 - (xi) Price bid / quoted rate with signature and seal (Hard Copy).
 - (xii) Copy of the GST registration certificate

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 **demandDraft only** in favour of **ZSS NON-NRHM FUNDS, BARGARH** from any Nationalized / Scheduled Bank payable at Bargarh.
- 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 / Bank Guarantee from a Nationalised / Scheduled Bank in favour of C.D.M & P.H.O.C.D.M & P.H.O / Head of the Directorates (as the case may be depending on the requirement) equal to the amount of **10%** of the purchase order value of the item (excluding cost of CMC & taxes) within 21 days of issue of the purchase order.
- 7.2 The agreement (**as per Annexure-X**) will be signed between the supplier and the purchaser and will be kept by the purchaser.
- 7.3 The performance Security Money will be returned back to the tenderer without interest after the expiry of the warranty period i.e. (2) **two years** after the date of installation & signing of the CMC agreement.
- 7.4 The performance Security money will be forfeited if there is any violation of the tender terms and conditions.

TENDER CONDITIONS :

- 8.1 The details of the specification for Walk- in- Room (Cooler) are mentioned in **Section VI. The firm must clearly mention their specification, special features, upgraded version (if any), details 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 excise duty / customs duty, packing, forwarding, insurance, transportation charges with **2 years onsite comprehensivewarranty** and exclusive of Sales Tax / GST should *be quoted for the equipments on door delivery basis. The turnkey job (cost of accessories if any required for Installation / Commissioning including installation charges), 5 years CMC cost &/GST should be mentioned in separate columns.* The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.
- 8.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the equipment.
- 8.5 The rate per unit 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 last date & time of sale / submission / opening being declared as a holiday by Govt. of Odisha, the due last date of sale / submission of bids / opening of bids will be the following working day of the scheduled date & 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/GEMS 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 confirm 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 **oneyear** 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 supply, 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 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.
- 8.13 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.
- 8.14 Rate should be quoted in Indian Currency, both in words and figures against each item as the payments will be made in Indian currencies only (Annexure-IX). The tenderer shall not quote his own rate for any item other than the item specified in the list. (**Section V–Schedule of Requirement**).
Cover-A and Cover-B should have an index and page number of all the documents submitted inside that cover.
- 8.15 As per the Govt. of Odisha Finance Deptt. Order No. [13290/F dt.02.04.2013](#), “in comparing the cost of an article, if purchased from within the State with the price of similar article if purchased from outside the State, the amount of Odisha Sales Tax (OST) now GST shall be deducted from the total cost since it accrues back as revenue to the State. If after such deduction, the cost

of articles to be purchased within the State is not more than the cost of including Central Sales Tax, transport and other charges of similar articles from outside the State, it would be economical to purchase articles within the State”.

8.16 Form “C” or Form “D” shall not be issued by the tender inviting authority.

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 (Installation Cost):

10.1 The site for installation of the equipment shall be provided by the purchaser as per the required specification and environmental conditions before the installation of System.

10.2 Site plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.

10.3 Earthling arrangements for all the equipment shall be completed as per standard practice. In such turnkey job the bidders has to quote all the items in the financial bid required for installation of the pipeline system as per need.

10.4 The hospital will provide the external power supply and place for installation.

10.5 All civil/electrical work if required will be carried out as per specifications by the bidder.

10.6 Making holes in the slab, walls, Removing false ceiling & placing back, if any, etc. will be the responsibility of the bidder and the same will be made by him.

10.7 All required fire safety measures must in position at the desired places by the bidder as per the fire safety guideline.

COMPREHENSIVE WARRANTY &CMC:

(Undertaking as per Annexure – XI & XII)

11.1 The comprehensive warranty will remain valid for **2 years** from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the purchaser at the time installation.

- 11.2 The warranty will cover **all the parts of the machine or item and any replacement or repair required** within the warranty period and will be provided by the supplier free of cost at the destination point (installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during the warranty period.
- 11.3 The Supplier shall warrant that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The Supplier shall further warrant that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.
- 11.4 **CMC:** The tenderer shall also commit to provide offer for CMC (**Labour + all spare**) for the **next five (5) years after two (2) years of warranty**. No extracost will be paid other than the CMC cost for functioning of the item during this period. The supplier will provide one (**1**) preventive maintenance in every **six months** in a year during the period of CMC.
- 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 at the time of installation. Within warranty period the service engineer has to provide minimum two preventive maintenance (six month interval) visit other than complain and this has to be ensured by service report. Penalty: Any delay in attending the PM the delay period will be added to the warranty period.

TRAINING & OPERATIONAL MANUAL:

- 12.1 The firm / supplier will provide hands on training to two doctors and two technicians of C.D.M &P.H.O,Bargarh in his own cost for operating / handling the medical equipment(s) at the time of installation of equipment.
- 12.2 The supplier / firm will provide the operation / maintenance manuals of all equipments to the purchaser at the time of installation.

UPTIME GUARANTEE:

13.1 UP-TIME BALANCE :

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

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

- 14.1 During the Guarantee / warranty period, desired uptime of 95% of 365 days will be ensured (24 hour). If downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The supplier must undertake to supply all spares for optimal upkeep of the equipment for **TWO YEARS** after installation. If accessories / other attachment of the system are procured from the third party, then the supplier 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 purchaser if required.

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

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

SPARE PARTS:

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

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

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

LABELLING :

16.1 The equipment 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 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, 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 equipment 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 beevaluated after taking the following points into consideration: -

a) Rate of the equipments will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years, cost of turnkey (cost of materials for installation/commissioning including all installation cost) & CMC for for next five (5) years but excluding GST & ET.

b) The cost of the equipment (excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years but excluding GST & ET), cost of turnkey (cost of materials for installation/commissioning including all installation cost) & cost of CMC for next five (5) years after warranty will be **added** for evaluation.

C) As per the Govt. of Odisha Finance Deptt. Order No. 13290/F dt.02.04.2013, “in comparing the cost of an article, if purchased from within the State with the price of similar article if purchased from outside the State, the amount of Odisha Sales Tax (OST) now GST shall be deducted from the total cost since it accrues back as revenue to the State. If after such deduction, the cost of articles to be purchased within the State is not more than the cost of including Central Sales Tax, transport and other charges of

similar articles from outside the State, it would be economical to purchase articles within the State”.

D) Form “C” or Form “D” shall not be issued by the tender inviting authority.

LIQUIDATED DAMAGE :

- 19.1 The purchaser 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) 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. 88 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 medical equipments or turnkey job will be made to the tenderer.
- 20.2 90% of the cost of the equipment (excluding CMC Cost) + 100% turnkey job + 100% tax shall be paid to the supplier on receipt of the stock entry certificate, installation and demonstration of the item from the consignee. The balance 10% of the payment of equipment will only be made after receipt of certificate on working status of the equipment from the consignee after 6 weeks of installation and commissioning of the equipment for which, the supplier has to raise two bills (A) one for 90% of the cost of the equipment + 100% turnkey job + 100% taxes (B) the other for balance 10% of the cost of the equipment.
- 20.3 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier as per clause no. 7.1, 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 equipment 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.
- 20.6 The payment of CMC will be made on a **six monthly basis**, after completion of warranty period and signing of the CMC agreement.

PENALTIES :

- 21.1 If the successful tenderer fails to deposit the required 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 submitted 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 equipment at the supply point. The purchaser or its nominated representative(s) shall

inspect and test the equipments at the supply point to check their conformity to the specifications and other details incorporated in the contract.

CONDITIONS APPLICABLE TO LOCAL MSEs / SSI 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

Sl.	Name of the Equipment	*Qty (Approx.)	Place of Supply/Installation	Time for Installation
1	Medical Gas Pipe Line System (MGPS)	1	DHH/SDH/CHC	Within 60 days from the date of placement of purchase order.

***N.B: 1-The quantity of requirement may increase or decrease.**

2- If any typographic error is found in the tender paper the decision of CDM & PHO, Bargarh is final.

SECTION –V

TECHNICAL SPECIFICATION

Sl. No.	Department	No. of Beds	No. of O2 Outlets	No. of Vacuum Outlets	No. of Air Outlets	No. of N ₂ O Outlets
1	HDU	6	12	6	6	
2	SNCU	14	28	14	14	
3	OT	4	8	4	4	4
4	LR	10	10	5		

1. Gas outlets [Terminal units] for Oxygen, Nitrogen, Air & Vacuum:

- Integral check valve.
- All the terminal units shouldn't be inter changeable.
- Two level locking mechanism.
- Operating pressure more than six bar.
- Minimum withstand pressure =13bar
- Shall be complying with EN 737 pressure test standard.
- Should be cleaned de-greased for medical gas service, factory assembled and tested.
- Individually tested & certified.
- Body shall be one piece brass construction.
- Full range of mounting.
- Color coding as per existing standard/any international standard.
- All outlets shall be of HTM0201BS/equivalent standard
- The product should be CE/BIS certified.
- **Manufacturer should be ISO 13485 certified.**

Following are the Specifications for supply, installation, testing & commissioning of Medical Gas Pipeline from the MGPS plant room to different units and floors.

2.1. Medical grade copper tubes, fittings and fixtures:

The scope of work shall cover all distribution piping and terminal units for oxygen, nitrogen vacuum and compressed air.

All copper pipes & fittings used should be made of phosphorous de-oxidized, non arsenic, and fully degreased. All pipes should be of Copper and Copper alloys – Seamless, solid drawn round copper tubes for Medical gases or vacuum,

- The chemical composition of copper tubes should confirm to EN13348:2008/equivalent standard. All copper pipes should be de-greased and delivered capped at both ends. The pipes should be accompanied with manufacturers test certificate for the physical properties and chemical composition.
- The copper pipe should have third party inspection certificate from Lloyd’s register services. The test certificate from the manufacturing firm should be submitted during supply of material.
- All copper fittings should be factory de-greased, certified and individually packed and identified for medical use only.
- Copper to copper joints should be made on site using a 5% silver copper phosphorus brazing alloy.
- Copper to brass or gun metal joints shall not be made on site. The joint should be made by using 43% silver alloy.
- Pipe lines should be supported at the intervals using suitable non-ferrous material suitable for the diameter of the pipe.
- Fitting shall be end feed type, manufactured from the same grade of copper on the pipes as per BS864/EN1254.
- Fittings shall be degreased suitable for oxygen use and supplied sealed in protective polythene bags.
- The lot no of the manufacturer should be laser embossed on the copper tubes.
- Gauges should be **O.D.**

	Wall thickness of tube
28mm	1.0mm
22mm	1.0mm
15mm	1.0mm
12 mm	1.0mm
- **Manufacturer should be ISO 13485 certified.**

3. Zonal Isolation valves with pressure gauges:

- Full bore valves for minimum pressure loss.
- Non-lubricated with 90 degree turn ball valve with Polytetrafluoroethylene(PTFE) seals suitable for oxygen service.
- The valve should be factory degreased before supply. Certificate from the manufacturer should be attached.
- Should have pressure gauges at specified place to monitor pressure drop.
- Tested for double working pressure [120 PSI]. Test certificate should be attached
- For Oxygen, nitrous, Air & Vacuum
- **Manufacturer should be ISO 13485 certified.**

- **Products should be CE/BIS approved.**

4. Service valve box:2/3 Gas type.

Powder coated single box with lockable door. The Door shall be fitted with transparent breakable glass. Each- Gas line shall have fitted with respective pressure gauges

INSTALLATION & TESTING

Installation of piping shall be carried out with utmost cleanliness. Only pipes, fittings and valves which have been degreased and fittings brought in polythene sealed bags shall be used at site. Pipe fixing clamps shall be of nonferrous or no deteriorating plastic suitable for the diameter of the pipe.

Inert gas welding technique should be used by oxygen free Nitrogen gas inside copper pipes while brazing to avoid carbon deposition.

Adequate supports should be provided while laying pipelines to ensure that the pipes do not sag. Suitable sleeves shall be provided wherever pipes cross through walls / slabs. All pipe clamps shall be non-reactive to copper. After erection, the pipes should be flushed and then pressure tested with dry air at a pressure equal to 1.5 times of the working pressure or 150 psig, whichever is higher for a period of not less than 24 hours. **PAINTING:** All exposed pipes should be color coded as IS: 2379 of 1963/Equivalent standard

5. Medical gas Alarm system:

- Three gas alarm
- Individual gas status LED indicator-showing NORMAL, HIGH and LOW conditions for each service.
- Audio alarm for high and low pressure condition..
- Display of Line Pressure for all the services with factory calibrated pressure sensors.
- Alarm test / check / mute Facility needed.
- Small and compact in design.
- Mounted on a powder coated MS box.
- Nut & Nipples are to be provided for connection with pneumatic supply line.
- Low voltage internal operation with input power supply of 220VAC.
- Battery Backup
- Easy wall mounting facility.

- The model should be IEC 60601-1-2 compliance.
- **ISO 7396-1 standard.**
- **The product should be BIS/ CE Certified.**

6.BPC Flow meter with Humidifier:

- Back Pressure Compensated flow meter will be of accurate gas flow measurement with following features:
- Control within a range of 0 – 15 lpm (calibration within +/- 10%)
- It should meet strict precision and durability standard.
- The flow meter body should be made of brass chrome plated materials.
- The flow tube and shroud components should be made of clear, impact resistant polycarbonate.
- Flow Tube shall have large and expanded 0 – 5 lpm range for improved readability at low flows.
- Inlet filter of stainless steel wire mesh to prevent entry of foreign particles.
 - The humidifier bottle shall be made of polycarbonate material and autoclavable at 121 degree Centigrade temperature.
- Product should be CE/ BIS approved.
- **Manufacturer should be ISO 13485 certified.**

7. Ward Vacuum Units:

- Ward Vacuum Unit shall be of light weight and compact. The unit should consist of a regulator,
- A 600 ml. Reusable collection jar, made of poly carbonate material and fully autoclavable at 134 degree Centigrade
- A wall bracket for mounting the jar assembly on the wall.
- The vacuum regulator shall be adjustable and have vacuum gauge which indicates suction supplied by the regulator.
- Safety trap shall be provided inside the jar to safeguard the regulator from overflowing.
- **Product should be CE/BIS approved**
- **Manufacturer should be ISO 13485 certified.**

8. Oxygen Manifold – to comply with relevant standards, with minimum maintenance:

- Open manifold system.
- 4 X 4 oxygen cylinder: Oxygen manifold.
- High pressure connecting pipes made up of annealed copper pipes with integrated non-return valves for connection of 8 gas cylinders on the left and right cylinder bank side each.
- End of the pipe shall be capped to accommodate future expansion.

- The cylinders are to be connected to the high-pressure connecting pipe using high-pressure connecting bend made up of annealed copper pipes using brass connections with washers with individual shut-off valve for easy replacement.
- All should be brazed construction for maximum leak prevention.
- The cylinders are to be wall mountable.
- Filters must be provided to protect the control panel from foreign particles.

9. Semi-automatic control panel

The manifold must be provided with a semi automatic control panel for monitoring and controlling the oxygen flow.

- HTM 02-01/NFPA-99/ISO 7396-1 Control panel will have two first stage regulators each capable of delivering 100 - 200 psig outlet pressure. It should comply international standards: HTM 02-01/NFPA-99/ISO 7396-1
- Main pressure gauges should be easily visible for proper monitoring of cylinder as well as piped gas, pressure.
- Heavy duty line regulator to produce optimum gas flow
- Pressure switch ,alarm facility
- Check valves must be provided to prevent back flow from one bank to another
- Removable cabinet enclosure for easy installation and service
- **Manufacturer Should be ISO 13485 certified.**

10. Emergency Standby manifold for medical oxygen:

- Open manifold system.
- 1 X 1 oxygen cylinder: Oxygen manifold.
- High pressure connecting pipes made up of annealed copper pipes with integrated non-return valves for connection of 2 gas cylinders on the left and right cylinder bank side each.
- End of the pipe shall be capped to accommodate future expansion.
- The cylinders are to be connected to the high-pressure connecting pipe using high-pressure connecting bend made up of annealed copper pipes using brass connections with washers with individual shut-off valve for easy replacement.
- All should be brazed construction for maximum leak prevention.
- The cylinders are to be wall mountable.
- Filters must be provided to protect the control panel from foreign particles.

11. Nitrous Oxide Manifold

Main with Middle Frames 2 x 1 Cylinder Nitrous- Oxide Manifold should be suitable to withstand a pressure of 145 Kg/cm², along with high-pressure copper annealed tail pipes with end Brass adapter suitable for Nitrous oxide Cylinders and manifold.

Top frame comprising of high pressure copper pipe of size 5/8" I.D. x 7/8" OD with high pressure brass fittings made of high tensile brass, NRV and high pressure copper tailpipes made of high pressure copper pipe of size 3/16 inch I.D. x 3/8 inch OD. The manifold will be hydraulically tested to 3500 psig.

The manifold will be so designed that it shall suit easy cylinder changing and positioning. The system will have non-return valves for easy changing of cylinders without closing the bank.

The cylinder will be placed with the help of cylinder brackets and fixing chains which will be zinc plated.

12.Semi-Automatic Control Panel – Nitrous Oxide:

Control panel will have two first stage regulators each capable of delivering 100 - 200 psig outlet pressure. It should comply international standards: HTM 02-01/NFPA-99/ISO 7396-1

- Both the first stage regulators in the oxygen control panel will have non-halogenated polymer in the high pressure side to ensure that there will be no ignition due to adiabatic compression. Furthermore, 40 micron filter should be provided at the inlet of each high pressure regulators of the oxygen control panel.
- The first stage regulators will be connected to a common second stage regulator which will deliver an outlet pressure of 60 psi g.
- The first two regulators meant for first stage will be capable of switchover system incorporated from "RUNNING" to "RESERVE" bank due to differential pressure.

The control panel will provide for two individual content contact pressure gauges to indicate the cylinder pressure in the two wings of the manifold and common pressure gauge to indicate the delivery / line pressure.

The control panel will have built in audio-visual signal lamp indications for bank changeover

The control panel will be covered with aesthetically suitable cover for safe operation indicating the respective services.

- Control panel will have built in transformer to ensure safe operation by low voltage.
- N₂O Control Panel will have in built heating arrangement to ensure that there will be no freezing in the delivery line during high flow requirement.

13.Nitrous Oxide Emergency Manifold: Emergency Single cylinder with outlet point, regulator and High pressure tube

14. Vacuum System:

- The medical grade vacuum system should provide 300 Liters per minute Capacity at 19” Hg. Duplex system fully compliant to NFPA 99/EN ISO 7396-1/HTM02-01 standards.
- The Medical Vacuum System shall ensure to maintain the minimum pipeline vacuum level of 300mmHg at each vacuum outlet.
- The pump should be air cooled and oil free type.
- The pump should be set to begin operation when the vacuum level of the system drops to 19 inHg (483 mmHg) and ceases operation when the level reaches 25 inHg (635 mmHg).
- The pump shall be fitted with anti-vibration pads between the pump foot and mounting frame.
- The outlet of the pump should be fitted with filters.
- Reputed make I.S.I marked /CE marked Standard oil free air-cooled vacuum pump.
- 5/3 HP motor with suitable starter, mounted on base frame, complete with wiring,switched, interconnecting pipes and isolation valve(s).
- The vacuum pressure should not exceed 26 in Hg with flow volume more than 55cfm.
- Receiver capacity 300 liters with interconnecting pipes.
- The receiver tank should be designed to withstand a pressure of minimum 150 PSIG
- The vacuum receiver should be hot dip galvanized inside and out
- Equipped with pressure gauge, safety relief valve, 3 way bypass, gauge glass and tank drain.

Control Panel

- The vacuum system should have control panel for automatic lead /lag sequencing .
- Automatic action of reserve vacuum pump. Action of automatic alarm for any adverse event and for safe running of the system. The system should be provided with pressure gauges.
- The medical vacuum system should be manufactured as fully compliant to the latest international standard NFPA 99 C /EN 737 and ISO 7396-1:2007 certification
- **Manufacturer Should be ISO 13485 certified.**

15. Compressed Air System:

- Any reputed make I.S.I./CE Standard two stage two cylinder single acting reciprocating type splash lubricated air-cooled air compressor mounted on 300L capacity horizontal air receiver.
- The Medical Air system shall conform to NFPA 99/EN ISO 7396-1/HTM02-01. Medical quality air, delivered at pressures of 700kPa (7 bar) gauge for supply of the hospital medical or surgical air systems.
- Automatic On-Off for maintaining the air pressure and volume of the receiver.
- 5 HP electric motor foot mounted, dryer, filter, starter, water cooled after cooler with moisture separator and air dryer.
- Inline filters 2 nos. three stages of filtration to remove oil vapour, hydrocarbons, dust particles and free from moisture to make the air supplied medical grade.
- To remove maximum contamination and minimum pressure drop.
- Other hardware complete with wiring, switches, interconnecting pipes and isolation valve(s).
- Air receivers shall comply with BS EN 286-1, supplied with relevant test certificates. Each air receiver shall be hot dip galvanised inside and out and fitted with a zero loss electronic drain valve.
- The receiver assembly shall be fitted with a pressure safety valve capable of passing the maximum flow output of the compressor at 10% receiver overpressure. The receiver shall be further protected by a safety pressure relief valve and include a pressure gauge.
- The system shall consist of 1 receiver vessel each shall be of 300 litres.
- There shall be the followings available for enhanced operation of the air plant system:-
- Phase sequence relays that prevent unintentional reverse operation of the compressors.
- Synthetic oil for increased compressor life
- Tropical thermostatic sensors for high humidity
- Reputed make I.S.I marked /CE marked Standard
- **Manufacturer should be ISO 13485 certified.**

SECTION –VI

ANNEXURES

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

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="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2. Tender document Fee	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3. Earnest Money Deposit	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. Details of Manufacturing Unit / contact person liaising agent / servicing centre (Annexure III)	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Declaration form (Annexure -IV) signed By the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6. Manufacturer’s Authorization Format (Annexure – V) (for distributor/Importer)	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No.	<input type="checkbox"/>
7. Proof of avg. Annual turnover of Rs.5 or more for preceding 3 financial years or Rs.2 (for authorized distributors) (Annexure - VI) (Annual turnover for the manufacturer/importer is also to be submitted in case of distributor)	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No.	<input type="checkbox"/>
8. Performance Statement During the last three year (Annexure -VII)	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9. Copies of Purchase order in support of the performance statement	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10. Deviation/No deviation Statement & details of technical specification (Annexure -VIII A & B)	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
11. Leaflets/Technical Brochures of the Products offered	Page No.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No.	<input type="checkbox"/>

12. Copy of Import license (In case of Importer)

Page No.		Yes		No	
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13. Copy of Valid ISO Certificate

Page No.		Yes		No	
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14. Attested Photocopy of Up-to-date
CE / US FDA/BIS Certificate (Item wise)
(As per technical specification)

Page No.		Yes		No	
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15. Photocopies of National or International approvals
like UL/ NSF/ BIS of Electrical and refrigeration
components and the panels

Page No.		Yes		No	
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17. Attested Photocopy of Up-to-date
IEC Certificate
(As per technical specification)

Page No.		Yes		No	
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18. Photocopy of PAN

Page No.		Yes		No	
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19. Photocopy of GST Clearance certificate

Page No.		Yes		No	
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20. Copy of original Tender and schedules, duly
signed by the Tenderer

Page No.		Yes		No.	
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Annexure II
(Refer Clause No.
3.2)

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

DETAILS OF ITEM QUOTED

Sl.	Name of Item(s)	Name of Manufacturer	Make	Model Name	Details of offered product at Page No. (s)

Signature of the Tenderer :

Date :

Official Seal:

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Annexure IIA

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

DETAILS OF EMD(S) SUBMITTED

Sl.	Details of EMD (DD No. & Name of Bank)	EMD Amount (Rs.)

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

	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 Odisha.
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)	(Furnish photocopy of Import License)	
GST validity	(Furnish photocopy of GST)	
PAN	(Furnish photocopy of PAN)	
Details of the Service Centre Facilities in Odisha		

**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 Medical Gas Pipe Line System.. 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
equipment 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

C.D.M & P.H.O

.....,

----- -1, Odisha.

Ref: Tender No. _____ Dated _____ for _____.

Dear Sir,

We, ----- are the manufacturers of -----
----- (name of equipment(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 equipment(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 (2 years comprehensive warranty) and also full back-up support for 5 years CMC after the warranty period as required by the purchaser.
4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty and AMC/CMC 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.	2016 - 2017	-
2.	2017 – 2018	-
3.	2018 – 2019	-

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) 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**)

(Pl. Furnish the order copies serially as mentioned in the 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										
..										
			Total Qty							

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 VIIIA
(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.

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

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

Signature of the Bidder

Name :

Date :

Place :

Seal

(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

Sl. No.	Item Name	Make	Model	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.	**Page no. of the Catalogue / Leaflet where Para wise compliance information as per technical specification is available
1					
2					
..					
..					

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

** It is mandatory to mention the page no(s) in the format as mentioned above.

Signature of the Bidder

Name :

Date :

Place :

Seal

SECTION -IX

ANNEXURE

(To be submitted in COVER B - PRICE BID)

List of Enclosures to be submitted in Price Bid :

- 1) Price schedule format duly filled in and signed by the authorized signatory with company seal**
- 2) Photocopy of Odisha GST registration certificate (In case GST is payable to Govt. of Odisha& marked as “Yes” in the Column 8 of the price schedule.**

To be submitted in Cover B–Price Bid

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

FORMAT I - PRICE SCHEDULE [Use separate price schedule for each item(s) quoted]

Name of the Item (Item mentioned in the schedule requirement)	Specification	Price of Gas Pipe Line System which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery)with 2 (two) years onsite warranty & excludes GST.	Cost of Turnkey (all accessories for installation &commissioning including all taxes(GST) for turnkey in Rs. (Door delivery & installation)	* Total Cost of the Item (Unit Price with CMC & Turnkey if any) (Exclusive of GST	GST (if any) on & above the item price mentioned in column(3) % of the GST & it's value in Rs.)
		Cost inRs. (both in words & figures)			
(1)	(2)	(3)	(4)	(5)	(7)
1. Gas Pipe Line System(For Oxygen, Suction & Compressed Air)					

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

* CST/GST & ET which will be chargeable on the price (3) shall be mentioned separately in column 7 above.

** The cost of turnkey shall include all installation cost including materials required for installation & commissioning. In case of turnkey, the details of materials are to be mentioned.

*** In case the GST is payable to Govt. of Odisha, pl. furnish a copy of the OGST registration certificate.

Signature of the Bidder:
Name
Date :

Place :
Seal

Note : Rates should be quoted both in figures & words and if there is any discrepancy, the quoted rates in words will be taken for evaluation.

(Refer Clause No. 4.1)

PRICE OF GAS PIPELINE AS MENTIONED IN THE COLUMN 3 OF THE PRICE SCHEDULE ANNEXURE -IXA

Sl.	Name of the Item	Make/Model	Quantity	Unit Cost(Rs)	Total Cost (Rs.)
1	Gas Out lets				
2	COPPER PIPING AS PER EN 13348				
	1. Copper Pipe for Medical use with 12 OD X 1.0 mm		50 meter	Per meter	
	2. Copper Pipe for Medical use with 15 OD X 1.0 mm		50 meter	Per meter	
	3. Copper Pipe for Medical use with 22 OD X 1.0 mm		50 meter	Per meter	
	4. Copper Pipe for Medical use with 28 OD X 1.0 mm		50 meter	Per meter	
3	Zonal isolation valve				
4	Service valve box				
5	Medical gas Alarm System				
6	BPC flow meter with Humidifier				
7	Ward vacuum Unit				
8	OXYGEN SYSTEM 1. Main Oxygen Manifold 4x4 cylinders with NRV's, Tail pipes and Middle frame				
9	2.Semi Automatic - automatic Oxygen Control Panel (indigenous) with automatic changeover from Running Bank to Reserve Bank of cylinders and having non-halogenated polymer in the high pressure side of the primary regulators and 40 micron inlet filter				

10	3-cylinder Emergency Oxygen Manifold complete with tail pipe, NRV and Pressure Reducing System having non halogenated polymer materials in the high pressure side of the regulator				
11	Nitrous Oxide Manifold				
12	Semi automatic control panel -Nitrous Oxide Manifold				
13	Nitrous Oxide Emergency Manifold				
14	Vacuum System with Receiver as per specification				
15	Air Compressor ,Filter and Receiver as per specification				

Note:



The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.



The lengths of the Pipes are given as Approximate. The amount will be paid as per actual length which will be calculated taking in to unit price consideration.

Grand Total Amount should be the same as that of price mentioned in Col.3 of Annexure II-A

**Signature of the Bidder:
Name**

Seal

Date :

Place:

SECTION -X

ANNEXURES

(Agreement, Warranty and CMC Undertaking)

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 2012

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/SDMO _____ (*name of the Institution*)
Health & F.W. Department, GoO
Represented through the

_____ / **THE CONSIGNEE**

Hereinafter 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>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. Training to doctors & technicians.

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

CMC cost for next 5 (five) years after the warranty period shall be paid after completion of the warranty period (on a six monthly basis).

TERMS AND CONDITIONS:-

PRICE :

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

SUPPLY

The supply 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 , 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 & P.H.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. 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) 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. 60 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 costof 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/bank guarantee amounting to 10% of the purchase order value which will be deposited with the O/o of the concerned consignee.

90% of the cost of the equipment (excluding CMC Cost)+100% turnkey +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining ten percent (10%) will be released after satisfactory working certificate received from the consignee after 6 weeks of installation subject to submission of

performance security (10% of P.O. Value). For this purpose the supplier will submit two bills, one 90% of the cost of the equipment+100% turnkey +100% tax and the other for the remaining tenpercent (10%) of the cost of the equipment.

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

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

TURNKEY JOB:

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

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

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 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 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 price of the instruments / equipments is 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 5 (five) 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 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 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 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 **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, 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)

WARRANTY / GUARANTEE /CMC 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 5 yearsCMC (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._____.
- v. The 5 year CMC 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 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 followed by 5years 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 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 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 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.


Chief District Medical & Public Health Officer
Bargarh