

SECTION -III

TERMS AND CONDITIONS FOR SUPPLY OF INSTRUMENT FOR BREASTCANCER EARLY DETECTION SYSTEM.

- 1.1** Sealed tenders will be received by Dated 20/01/2020 for Supply of for Breast Cancer Examination for the year 2019-20 up to 04.00 PM (On working days only) by the CDM&PHO, Bargarh in the office of the Chief District Medical & Public Health Officer, Bargarh. Any tender received after the due date &time will be rejected & returned to the sender unopened. **The tender paper will be received through Regd. Post / Speed Post/Courieronly.**
- 1.2** The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by super-scribing **Cover “A”(Technical Bid) & Cover “B” (Price Bid)** and both the sealed covers shouldbe put into a **third outer Cover**, which should be super-scribed as **“Tender of Instrument for Breast Cancer Detection System 2019-20” (Downloaded From Website) Last Date of submission is Dt. 20/01/2020 up to 04.00P.M.”**
- 1.3** The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened by the CDM&PHO, Bargarh in the office chamber of the CDM&PHO, Bargarh at **11.30 A.M. on Dt. 21/01/2020**. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they solike.

ELIGIBILITY CRITERIA

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

- (i) Valid manufacturing license /ImportLicense. Importers/ Suppliers have to furnish the authorization from the manufacturer/
- (ii) Valid ISO 13485 certificate of the Manufacturing firm
- (iii) Product must be CE/US FDA Certified
- (iv) Proof of compliance with IEC 60601-1-2-20017 (3rd Edition) and IEC 60601-1-2-2014 (4th Edition) Certificate.
- (v) WHO-GMP Certificate
- (vi) Proof of Average annual turnover of the manufacturing firm/Authorized supplier/distributor of Rs.50 Lakhs or more in last three (3) financial years should be submitted duly prepared and certified by a chartered accountant.
- (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.
- (viii) The tenderer should submit an undertaking that the firm/supplier has not been blacklisted by any authority during the tender process.(as per Annexure-IV)
- (ix) The tenderer must submit valid GST registration Certificate.
- (x) Photo copy of PAN must be submitted by the tenderer.
- (xi) Photo copy of Registration Certificate of the manufacturer / Authorized Supplier.
- (xii) Performance statement.

The following documents should be enclosed in Cover “A” (Technical Bid) by the tenderer. All the photocopies are to be attested by self.

TECHNICAL BID :

- 3.1 Checklist with detail of the documents enclosed in **Cover “A”** (as per **Annexure - I**) with page number. The document should be serially arranged as per this **Annexure - I** and should be securely tied and bound.
- 3.2 List of Item(s) Quoted with name of the Make & Model of the item(s) (**Annexure – II**)
- 3.3 Tender document fee of **Rs.1180/- (Non Refundable)** in shape of Demand Draft.
- 3.4 Earnest Money Deposit of **Rs. 20,000 (Rupees Twenty Thousand)** only (refundable [in case of non-selected tenderer]) and refundable to the selected Bidder after one year in shape of Demand Draft without interest.
- 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service center / 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 (In case the bidder is not the manufacturer)
- 3.8 Certificate duly filled by the Auditor / Chartered Accountant that the average annual turnover of the bidder is Rs. 50 Lacs or more in the last 3 (three) financial years.
- 3.9 Leaflet/Technical Brochures of the product/item offered.
- 3.10 Copy of Valid ISO13485 certificate.
- 3.11 Copy of Valid CE/USFDA certificate
- 3.12 Copy of Certificate in support of IEC 60601-1-2-20017 (3rd Edition) and IEC 60601-1-2-2014 (4th Edition) Certificate
- 3.13 Copy of up to date GST certificate. _
- 3.14 Photo Copy of PAN
- 3.15 Performance Statement (**Annexure - VII (Item wise)**) towards proof of supply items to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement (Itemwise)

3.16 Deviation/No Deviation Statement from Technical Specification & details of technical specification of the product (**Annexure-VIII A & B**)

3.17. WHO-GMP Certificate

3.18 Leaflet/Brochure of Each item quoted must be submitted at the time of Technical bid which specify the make and model

COVER – B (PRICE BID)

4. The tender format giving the quoted rate for medical equipment should be sent in a separate sealed cover 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 tenderer may quote price of not more than one quantity of each item

4.2 The tender format (Price Schedule) in the prescribed form (as per **Annexure – XII**), hard copy must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery), installation, & warranty for 2 years, the sales tax / GST and entry tax charges (if any).

4.3 The Cover “B” of successful tenderers who qualifies in their technical bid, will be opened at the office chamber of the CDM&PHO, Bargarh by the CDM&PHO, Bargarh on the same day/ decided by the purchase committee members in the presence of the tenderers or their authorized representatives.

4.4 The rate will be valid for one year from the date of opening of the price bid.

TENDER CONDITIONS:

5.1 The details of the medical equipment with specifications are mentioned in **Section V. The firm must clearly mention their specification, special features, upgraded version (if any) in their tender.**

5.2 Tenders should be type written 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.

- 5.3 Rates inclusive of all taxes, insurance, transportation charges (door delivery), and installation with 2 years onsite warranty.
- 5.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the equipment.
- 5.5 In the event of the date being declared as a holiday by Govt. of Odisha, the due date of sale, submission of bids and opening of bids will be the following working day at the appointed place & time.
- 5.6 To ensure sustained supply without any interruption the tender inviting authority reserves the right to split orders for supplying the requirements among more than one tenderer if the lowest eligible bidder fails to supply in scheduled time the L₂ / L₃ firms for supply the same.
- 5.7 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the date of approval and on no account any increase in the price will be entertained till the completion of this tender period.
- 5.8 If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for five (5) years.
- 5.9. Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 5.10 The requirement of items may increase or decrease depending on the situation.

TRAINING & OPERATIONAL MANUAL:

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

COMPREHENSIVE WARRANTY & CMC:

(Undertaking as per Annexure – XI & XII)

- 7.1 The comprehensive warranty will remain valid for 2 years from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the consignee and photocopy of that to CDM&PHO. Bargarh after installation.
- 7.2 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.
- 7.3 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.
- 7.4 **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.
- 7.5 The selected firm should have a service center in Odisha.
- 7.6 All the warranty certificates must be handed over to the consignee after installation.

SECTION - V

Technical specifications

1. **Point-of-Care device for breast examination (defined as “system”) for documenting signs of lumps and lesions in the breast** having following key features:
 - a. **The system should be entirely non-invasive**; meaning, operates without passing any radiation, x-rays, gamma rays, sound waves, magnetic resonance, laser, optical light or any other signal through the human body.
 - b. **The system should be entirely painless**; meaning operate without causing any discomfort or pain of any kind to the woman being examined
 - c. **The system should be radiation-free**; meaning operate without making use of any ionizing radiation such as x-rays.
 - d. **The system should be operable with rechargeable battery** with at least 10 hours of continuous usage without requiring to be plugged to the wall for recharging. The system should be fully re-charged within 5 hours for 10 hours of usage again.
 - e. **The system should be operable wirelessly** using Bluetooth 2.0 or similar standard protocol
 - f. **The system should be ultra-portable and having light-weight breast examination probe.** Probe size no larger than: 13 x 6.5 x 8.5cm, with max. Weight: 0.5kg. Full system with case size not exceeding: 27 x 26 x 11cm, max weight: 3kg.
 - g. **The system should be operable by ASHA/ANM level Community Health Worker (CHW)**; training time of one day to get certified in its use.
 - h. **The system should provide instant results at the point-of-care without requiring an internet connection**; ASHA/ANM level CHW should be able to create a breast examination report covering all quadrants of the breast showing digital documentation of the breast exam

- i. The system should provide a standardized report of the breastexam**
Both, in stored PDF and print format
- 2. The system should have a minimum data storage capacity** for 30,000 breastexamination scans and full reports locally in the computing system that's part of the system.
- 3. The system should have the ability to transfer the data remotely to a cloud server** via wireless internetconnectivity
- 4. The system should enable ASHA/ANM level CHW to perform a bilateral breast examination in less than 10minutes**
- 5. The system must have a software interface to perform breastexaminations with capabilities to:**
 - a. Perform breastexamination
 - b. Review the breastexamination
 - c. Store the breast examinationdata
 - d. Store Manual Clinical Breast Examinationdata
 - e. Document data on follow-on testresults
 - f. Print the finalreport
- 6. The system must have the ability to check the quality and performance ofthe ASHA/ANM CHWs performance** by enabling the reviewer/trainer/doctor/specialist to replay a breast examination performed in the past, frame by frame, remotely.
- 7. The system should be US FDA cleared and CE marked as a Class 1 device; the Indications for Use must be defined as "breast lesion documentationsystem".**
The US FDA and CE mark registration for such purpose should be active and in good standing, without any reported adverse events, complaints or warningsfor

the product by the US FDA or CE mark in the last five years. The FDA and CE mark approval for such purpose should not be more than 5 years ago.

8. **The system should have an independent, third party, Health Technology Assessment report** based on the World Health Organization standards, created within the last 36 months

9. **The system should be tested and approved for Electromagnetic Compatibility (EMC) Test based on these standards:**

- a. 1409-054EA REV. A TEST STANDARDS: IEC 60601-1-2:2007 (3RD EDITION) and
- b. IEC 60601-1-2:2014 (4TH EDITION)

10. **The system should be approved for the following Electrical and Mechanical Safety Tests based on these standards:**

- a. IEC 60601-1 Ed.3 (2005) + Am.1 (2012) = IEC 60601-1 Ed.3.1 (2012)
- b. The following National Deviations were included in the evaluation: -
AAMI/ANSI ES 60601-1:2005(R) 2012/A1
- c. EN 60601-1 Ed.3 (2007) + Am.1 (2013)
- d. CSA C22.2 No. 60601-1:2014

11. **The system should have been clinically validated in Indian women population** of minimum 1,000 individuals.

12. **The system should have published clinical validation performance characteristics with:**

- a. Minimum Sensitivity of 80% to detect clinically relevant breast lesions
- b. Minimum Specificity of 90%
- c. Minimum Negative Predictive Value of 95%
- d. Minimum Positive Predictive Value of 60%

13. The system should be Storable, Transportable and Operable in the following environmental conditions:

- a. Temperature range: -10C to 40C
- b. Maximum relative humidity: 90%
- c. Atmospheric pressure range: 700- 1060hPa

14. The system should have at least 3 references/Key Opinion Leaders support letters and should have been used in at least 10,000 Indian women

15. The provider should have support from a nationally recognized governmental agency for implementation monitoring & evaluation

16. The Company should be ISO 13485 and WHO-GMP certified with internal quality management systems and controls

SECTION –VI

ANNEXURES

**(Technical Bid, Price Bid, Agreement,
Undertaking for Comprehensive Warranty)**

CHECK LIST
COVER – A(TECHNICAL BID)
(To be submitted along with Technical Bid)

Please put in the respective box

DOCUMENTS: SUBMITTED OR NOT

SI No	Particulars	Yes	No	Page No
1	Tender Paper Cost Rs. 1180/-			
2	EMD of Rs.20,000/- in shape of Demand Draft			
3	List of Item Quoted with name, make & model Annexure – II			
4	Name, address, telephone number, fax, email of the manufacturer/ Authorised distributor/ service center/ contact person/office in Odisha(Annexure – III)			
5	Declaration form duly signed by the tenderer before Notary public/Executive Magistrate (Annexure – IV)			
6	Manufacturer's Authorization (in case bidder is not the Manufacturer. .			
7	Average Annual Turn over Fifty Lacs or more in the last 3 financial year duly filled by the auditor/chartered accountant			
8	Copy of valid ISO Certificate			
9	Copy of valid CE/USFDA certificate			
10	Copy of certificate in support of IEC Certificate			
11	Copy of up to date GST Certificate			
12	Copy of PAN			
13	Performance Statement (Annexure – VII) item wise			
14	Deviation / No deviation statement (Annexure – VIII)			
15	WHO-GMP Certificate			
16	Leaflet/ Brochure of item quoted			
17	Original Tender Paper duly signed			

Note: The documents has to be arranged serially as per the order mentioned in the Check list

Annexure II

(To be submitted in Cover A -Technical Bid)

LIST OF ITEM(S) QUOTED

Sl.	Name of Item (s)	Name of Manufacturer	Make	Model Name

Signature of the Bidder:

Date:

Official Seal:

ANNEXURE – III

(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)	
Manufacturing License Nos. & Date	Copy of manufacturing license of Manufacturer)	
Name of the issuing authority		
License valid up to		

**Signature of the Tenderer:
with seal**

Date: Official

Seal:

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

DECLARATION FORM

I / Wehaving My/
our office
at.....do declare that I / We have carefully
read all the terms & condition of tender of the _____, Odisha for the supply of
Medical equipment. The approved rate will remain valid for a period of one year from the date of
approval.Iwillabidewith**alltheterms&conditions**setforthinthe**TenderReferenceno.**

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 Notof
Standard Quality (NSQ) items / non-supply.

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

I/We further declare that I/We possess valid manufacturing license (s) bearing No. (s)
.....Validup to..... I /We
..... do hereby declare that I
/ we willsupplythe _____ as per the terms, conditions & specifications of the tender
document. I / we further declare that I / we have a service center / will establish a service
center within one month of installation of the equipment inOdisha.

Signature ofthebidder :

Seal Date :

Name & Address of the Firm:

(To be submitted in Cover A -Technical Bid)

MANUFACTURER'S AUTHORISATION FORMAT

To

The CDM&PHO, Bargarh,
Deptt.of Health & Family Welfare
Govt. of Odisha.

Ref: TenderNo. _____ Dated _____ for _____.

Dear Sir,

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

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

Yours faithfully,

(Signature with date, name and designation)

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

Seal

Note:

1. This letter should be on the **letterhead** of the **manufacturer/Supplier** 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

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

ANNUAL TURN OVER STATEMENT

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

Sl.No.	Year	Turnover in Crores(Rs.)
1.	2018-19	-
2.	2017-18	-
3.	2016-17	-

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

Date:

Signature of Auditor/

Place:

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.

Separate certificates should be furnished for different manufacturer in case the bidder is quoting products of different manufacturers.

(To be submitted in *Cover A - Technical Bid*)
Annexure VII (Refer Clause no. 3.15)
PROFORMA FOR PERFORMANCE STATEMENT

TenderReferenceNo.:

Name ofTenderer:

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

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										
..										
..										

Signature and seal of the Tenderer

* The documentary proof will be **copies of the purchase order** (during the last 2 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

**The documentary proof will be certificate from the consignee/end user indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

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

Annexure VIII A
(Refer Clause No. 3.16)

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. 3.16)

DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT OFFERED BY THE BIDDER

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

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

Signature of the Bidder

Name:

Date:Place

:

Seal

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 CDM&PHO
Health & F.W. Department
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>Offered Price</u>	<u>Total</u>
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The price / cost of the item also include the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consigneelist
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 3 (three) years after the warranty period shall be paid after completion of the warranty period (on a six monthly basis).

TERMS AND CONDITIONS:-

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

PERT CHART:

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

INCIDENTAL SERVICES:

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

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

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

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

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

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

The tenderers shall clearly mention the price of the instruments / equipment 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 arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

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

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

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

Three (3) copies of the Supplier invoice / bills showing purchase order number, good's description, quantity, unit price, GST, total amount.

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.

TERMS OF CONTRACT:

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

PENALTIES:

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

Ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the CDM&PHO whose decision is final & binding in the matter.

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

**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 3 years CMC (Spares + Labour) as per this tender clause No 7.1 to7.6.
- ii. I / we will not charge / quote any extra price on account of the above said warranty /guarantee.
- iii. The 2year comprehensive warranty is validfromdt. _____ todt. _____ .
- iv. The 3 year CMC is validfromdt. _____ todt. _____ .

Date:

Place:

Signature of the competentauthority

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/distributor of _____
_____.
2. I / we do accept / agree for the all clauses including the warranty 2 years followed 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 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 bythem.
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.

ANNEXURE

(To be submitted in COVER B - PRICE BID)

Annexure –XIII

Sl No.	Name of the item	Specification	Name of the Manufacturer	Make & Model	Price quoted per unit inclusive of all taxes door delivery basis	Cost of AMC/CMC year wise excluding GST for 3 years after expiry of 2 years comprehensive warranty
1	Breast Cancer Early Detection System					

Signature and Seal of the Bidder