

TENDER DOCUMENT

TERMS, CONDITIONS & SPECIFICATION FOR SUPPLY OF DEIC INSTRUMENTS, EQUIPMENTS & OTHER ITEMS

Name of the District / Health Institution: Bargarh

(HEALTH & F.W. DEPTT., GOVT. OF ODISHA)

Tel: 06646-231763

Office of the Chief District Medical & Public Health Officer, Bargarh

E-mail: substore.bargarh@gmail.com

Bid Reference No. : 11413/Bargarh Date: 18.11.2021

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

PRE BID CONFERENCE : dt.24.11.2021 at 11 A.M

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS: dt.08.12.2021 upto 4 P.M

DATE & TIME OF OPENING OF COVER-A (Technical Bid): dt.09.12.2021 ,11 A.M

DATE OF OPENING OF COVER-B (Price Bid): dt.09.12.2021, 1 P.M

PLACE OF OPENING AND RECEIPT OF BID
DOCUMENTS OF BID DOCUMENTS AND ADDRESS
FOR COMMUNICATION:

OFFICE OF THE CDM & PHO, BARGARH
DISTRICT HEAD QUARTER HOSPITAL,
BARGARH

NOTICE INVITING BID

Bids are invited from eligible firms/company/agency/suppliers/distributers to supply the Equipments & Instruments for DEIC, Bargarh as per the details in **Annexure-I** and as per the particulars mentioned below:

The bid document with all information relating to the bidding process including the cost of bid document, EMD, Eligibility criteria and terms & conditions are available in the district website: www.bargarh.nic.in. The last date of submission of bid is on or before dt.08.12.2021 by **04.00 P.M** to the O/o-CDM&PHO, Bargarh through Speed Post/Regd. Post/Courier only. The bid document should be superscribed with "**Bid Document for Equipment and Instruments under DEIC**". The Authority reserves the right to accept/ reject any part thereof or all the bids without assigning any reason thereof.

Chief District Medical & Public Health Officer,
Bargarh

for room
18/11/2021

for room

GENERAL INFORMATION ABOUT TENDER

1. Background

Chief District Medical & Public Health Officer, Bargarh is inviting bids to supply Equipments and Instruments for District Early Intervention Centre (DEIC), Bargarh (see **Annexure-I** for details). This agreement describes the terms and conditions under which the agency (successful bidder to whom contract is awarded) agrees upon to supply the Equipments & Instruments.

Note:

All products shall be owned by the Chief District Medical & Public Health Officer, Bargarh and provided to the agency (successful bidder to whom contract is awarded) to supply the Equipments and Instruments under the terms and conditions of this contract.

2. DESCRIPTION & DIRECTIVES

Chief District Medical & Public Health Officer, Bargarh [here in after referred as Tender Inviting Authority unless the context otherwise requires] invites sealed bids for supplying Equipments & Instruments as per **Annexure-I**.

3. OTHER RELEVANT INFORMATION

- a) Tender Type : Manual Tender, 2 envelopes System - one labeled as Technical Bid and the other one as Financial Bid.
- b) Mode of Operation : To be decided by the Chief District Medical & Public Health Officer.
- c) Nature of work : Supply of Equipments & Instruments.
- d) Cost of Tender Paper : **Rs. 1000/-** (Rupees One thousand, exclusive of GST) in the form of Demand Draft/ in favour of **ZSS NON NRHM, BARGARH**, payable at Bargarh from any Nationalised / Scheduled Bank. (Tender paper can be downloaded from district website www.bargarh.nic.in and should be enclosed as cost of tender paper).
- e) EMD : **Rs.10,000/-** (Rupees ten thousand) in form of Demand Draft in favour of **ZSS NON NRHM, Bargarh**, payable at Bargarh from any Nationalised / Scheduled Bank.
- f) Important Dates : Tender Release on dt.18.11.2021.

Last date & time for bid submission:dt. 08.12.2021 by 04 PM to the O/o-CDM & PHO, Bargarh through Speed Post/Regd. Post/ Courier only.

Bid Opening : dt.09.12.2021 at 11 AM in Conference Hall, Office of the CDM & PHO, Bargarh.

g) Address for Communication: **Office of the CDM & PHO, Bargarh, PIN -768028**
e-mail: substore.bargarh@gmail.com



Note:

The bidders shall be solely responsible for checking the website www.bargarh.nic.in for any addendum/amendment issued subsequent to the release of bid document and take into consideration the same while preparing and submitting the bids.

1. ELIGIBILITY CRITERIA

The interested Bidders shall have to comply to the following criteria to participate in the tendering process –

- a. Must have all relevant statutory documents such as registration certificate of firm, PAN Card, GST Registration Certificate along with the following:
 - i. Valid ISO certificate if any.
 - ii. CE / US FDA / IEC certificates of the manufacturer as per technical specification if any.(As per **Annexure-I**).
- b. Income Tax Clearance certificate for the last three Financial Year.
- c. Sample or Technical Brochure of the items quoted. There are few items having no technical specification which will be finalized by the Purchase committee after verification of samples or technical brochures.
- d. Should neither be convicted by any court of law nor be blacklisted/ debarred on financial/ administrative/ techno-legal ground by any appropriate authority. A declaration regarding this should be submitted in a Rs. 50/- stamp paper in the format prescribed at **Annexure-III**. The bidder should not be involved in any criminal or civil suit. If the bidder is involved in any criminal or civil suit, then details of all such suits should be submitted. The Tender Inviting Authority reserves the right to consider/ not consider any offer based on the gravity/ implication of suits pending against the bidder.
- e. The Original Tender Booklet with Conditions and the schedules signed by the bidder at the bottom of each page with his official seal duly affixed.

2. TENURE OF THE CONTRACT

- a. The contract shall be awarded for a period of **one year** from the date of signing of contract.
- b. In the event of the contract being terminated by the Tender Inviting Authority before the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the Performance Security of the agency shall be liable to be forfeited.

3. IMPORTANT NOTES FOR BIDDERS:

- a. EMD will be refunded to the unsuccessful bidders.
- b. EMD will be refunded to the successful bidder after one year. In case of unwillingness of L1 bidder to enter into contract or bid withdrawal in any form, the EMD submitted by the



bidder will be liable for forfeiture and the Tender Inviting Authority will have the right to proceed for a contract with the next lowest responsive bidder.

4. BIDDING PROCESS

The bidder should submit its proposal in two envelopes - "Envelope A" and "Envelope B". Envelope A should include qualification documents and Envelope B should contain financial offer. Documents to be submitted in the respective envelopes are as follows:-

A. TECHNICAL BID - ENVELOPE A:

The Bidders have to submit following documents in their technical bids with page references-

Sl. No.	Particulars	Page No.
1.	Cost of Tender Paper	
2.	EMD	
3.	Self-attested copy of GST Registration Certificate	
4.	Self-attested copy of PAN card	
5.	Income Tax Clearance certificate for the last three financial year	
6.	Declaration certificate	
7.	General details of the Bidder .	
8.	Bank Details of the bidder as follows - a. Name of the Bank and Branch b. Type of Account - Savings/ Current c. Bank Account No. d. IFS Code	

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B. FINANCIAL BID - ENVELOPE 'B'

The Bidders have to submit the financial bids in the format prescribed below. This format should be properly filled in, put into a separate envelop, sealed properly and clearly marked as "Envelope B: Financial Bid for Equipment & Instrument for DEIC".

Sl. No.	Name of the Instrument & Equipment	Category 1. Sensory Integration Equipment 2. Speech & Hearing Equipment 3. Physiotherapy Equipment 4. Vision Equipment 5. Psychological Evaluation equipment 6. Prosthetics & Orthotic Equipment	Rate/ per Quantity (with out GST)		GST	Total Cost (Rs.)
			Rate in Figure	Rate in Word		

- (i) Rate should be quoted separately for each size, if the items have different size.
- (ii) Rates should be inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges etc and exclusive of GST.
- (iii) Price to be quoted including own travel, assessment, accommodation expenses. Also including the fitment travel to the centre with accommodation and other personal expenses.
- (iv) If the items are needed to installation, payment will be released after successful installation of the items.

Note:

Both Envelope A and Envelope B should be put into a bigger envelope and sealed. The envelope should be superscripted on top with the tender reference number and addressed to Chief District Medical & Public Health Officer, Bargarh. **The bids shall be received only through registered post/ speed post/ courier service only.** The Tender Inviting Authority shall not be responsible for any postal delay.

Both Cover-A and Cover-B should have an index and page number of all the documents submitted inside that cover.

5. EVALUATION AND SELECTION

- a) The bids shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- b) The Financial Bids shall be opened of those bidders who will qualify in the technical evaluation.
- c) Financial Bids shall be opened in the presence of the technically qualified bidders/ their representatives, who choose to attend in person at the address given below –
Office of the Chief District Medical & Public Health Officer
Bargarh PIN - 768028

6. AWARD OF CONTRACT:

- a) Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has quoted the lowest cost.
- b) Intimation of offer for contract will be given by letter/ e-mail. The concerned bidder will have to acknowledge the same and submit the acceptance with the agreement document & performance security within 10 days of receipt of such intimation. In case of non-acceptance of agreement, the Tender Inviting Authority may proceed to the next lowest evaluated Bidder.



7. PERFORMANCE SECURITY:

- a) Performance Security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the agency.
- b) 10% of the Purchase order value excluding GST, will be retained as Performance Security deposit from the successful Bidder in form of a Demand Draft/ Bank Guarantee which will be returned after 180 days from the date of supply of the items supplied. In case of breach of contract by the agency, the Performance Security shall be forfeited. If the agency duly performs and completes the contract in all respect, the Performance Security shall be returned without any interest on completion of all such obligations under the contract.

CONDITIONS OF CONTRACT

1. CONTRACT MANAGEMENT

1. The agency bears the risk of loss for goods while in transit. The agency shall arrange for appropriate insurance for such goods in transit, the cost of which shall be deemed to be included in the rates set forth in the financial Bid.
2. In case of loss or damage to the goods in transit, amount equivalent to value of such goods will be deducted from the payment to be made to the agency. If value of damaged goods is more than 10 % of total consignment, then additional penalty of 20 % on value of damaged goods will also be levied.
3. The agency shall not be liable for any loss or damage to the extent such is due to a force majeure event, as defined in "FORCE MAJEURE" section of this agreement or an act or default of the Office of the Chief District Medical & Public Health Officer, Bargarh.

i. Force Majeure

If through "Force Majeure" (Government embargos, wars, blockages, revolutions, insurrections, mobilizations, strikes, lockouts, riots, other extra ordinary civil disturbances, and/or an act of God) where one or both of the contracting parties are unable to perform their obligations under the terms of this contract; then it shall be considered cancelled and no penalties shall be attached to the parties.

ii. Indemnity

The agency agrees that it shall protect, defend, indemnify and hold harmless to the Office of the Chief District Medical & Public Health Officer, Bargarh from and against all liabilities, losses, costs, damages, expenses, claims, attorneys' fees and disbursements of any kind or of any nature whatsoever imposed upon the Office of the Chief District Medical & Public Health Officer, Bargarh, whether incurred directly or indirectly by the Office of the Chief District Medical & Public Health Officer, Bargarh by virtue of, or in connection with, or arising out of any:

1. Failure of the agency to maintain appropriate licenses to carry out the purposes of this agreement, resulting in the inability to, among other things, ship products for the Office of the Chief District Medical & Public Health Officer, Bargarh;



2. Claims made by any employee or agent of the agency or by any operation of the agency related to agency's provisions of transportation services to the Office of the Chief District Medical & Public Health Officer, Bargarh under the terms of this agreement, including any claim by agency's personnel that they are employees of the Office of the Chief District Medical & Public Health Officer, Bargarh for any purpose;

Penalty & Termination

1. The Tender Inviting Authority may also terminate the contract in case of prolonged/ frequent unsatisfactory service, breach of Terms & Conditions and non-compliance by the agency of the instructions given by the Office of the Chief District Medical & Public Health Officer, Bargarh. **In case of termination of the contract, Performance Security deposited by the agency shall be forfeited.**
2. Without prejudice to any other remedies that the Office of the Chief District Medical & Public Health Officer, Bargarh and its designated agents may have against the agency and its agents, the Office of the Chief District Medical & Public Health Officer, Bargarh shall have the right at any time by giving notice in writing to the agency to terminate the agreement forthwith in any of the following events:

I. On breach

In case of non-compliance of prescribed quality norms, breach of contractual terms and repeated concerns regarding service quality.

II. On liquidation or insolvency of the Agency

If at any time the agency becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted by any court of law, the Office of the Chief District Medical & Public Health Officer, Bargarh will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

III. On prevention of performance of duties

The Office of the Chief District Medical & Public Health Officer, Bargarh shall have the right to terminate this Agreement immediately on notice to agency, if, in the reasonable judgment of the Office of the Chief District Medical & Public Health Officer, Bargarh, the agency has failed to provide Equipment & instruments with the required standards.

IV. On Prejudicial conduct

If the agency is guilty of any conduct which in the opinion of the Office of the Chief District Medical & Public Health Officer, Bargarh is prejudicial to the interests of the Office of the Chief District Medical & Public Health Officer, Bargarh.



General Provisions

1. Subletting

The agency shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval from the Office of the Chief District Medical & Public Health Officer, Bargarh. In case the agency contravenes this condition, the Office of the Chief District Medical & Public Health Officer, Bargarh shall be entitled to place the contract elsewhere at the risk and cost of the agency and all expenses borne on this account shall be recovered from the agency.

2. Illegal Gratification

- Any bribe, commission, gift or advantage taken or promised to be taken by or on behalf of the agency or his partner or agent or servant or any one of his authorized representative from the users of the Office of the Chief District Medical & Public Health Officer, Bargarh shall in addition to any criminal liability that the agency may incur, entitle the Office of the Chief District Medical & Public Health Officer, Bargarh rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by the Office of the Chief District Medical & Public Health Officer, Bargarh.
- The agency shall not lend to or borrow from or have or enter into any monetary dealing or transaction either directly or indirectly with any employee of the Office of the Chief District Medical & Public Health Officer, Bargarh and if he shall do so, the Office of the Chief District Medical & Public Health Officer, Bargarh shall be entitled forthwith to rescind the contract.
- Any question or dispute as to the commission of any offence or compensation payable to the Office of the Chief District Medical & Public Health Officer, Bargarh under these clauses shall be settled by the designated officer of the Office of the Chief District Medical & Public Health Officer, Bargarh in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

PAYMENT TERMS

- The agency shall issue an invoice to the Office of the CDM & PHO, Bargarh for the services rendered under this agreement along with the requisite documents.
- No advance payment shall be made to the agency. Full payments will be made upon presentation of original signed and stamped Invoices.
- Payment shall be made through RTGS/ Cheque/e-payment system.

RESOLUTION OF DISPUTES

- If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their disputes or differences by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided and the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.



Applicable Law and Jurisdiction of Courts

- The contract shall be governed by and interpreted in accordance with the laws of India.
- All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bargarh / High Court of Odisha.

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ENCLOSED IN SEPARATE SHEET

N.B-

The warranty of the items should be for two years , if the warranty is not mention in ANNEXURE-I.

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Declaration

To

The Chief District Medical & Public Health Officer
Bargarh

I/We _____ have carefully read the tender document and confirm my/ our eligibility as required. I/ We solemnly declare that I/ we have never been convicted by any court of law or blacklisted/ debarred on financial/administrative/techno-legal ground by any appropriate authority. By submitting this bid, I/ we assure my/ our agreement to the terms and conditions of tender and will abide by the same if contract is awarded to me/ us.

Currently running criminal/civil suits against my/ our firm are:

(Write "NIL" if no court case pending otherwise give the list and enclose case details)

Signature of the bidder:

With seal

NOTE: To be given in a Rs. 50/- stamp paper.



General Details of the Bidder

Sl. No	Particulars	Details
1.	Name of the Organization	
2.	Nature of Business	
3.	Year of Inception	
4.	Name and Details of the Proprietor, Director of Company/ Organization/ Firm/ Agency/Supplier/Distributor Mobile No: Email Address:	
5.	Full Address of Regd. Office Telephone Number Fax. No. E-Mail Address	
6.	Website of the Organization(If available)	
7.	PAN	



AGREEMENT

This agreement is made on this ____ day of _____, 20 .

BETWEEN

Office of the Chief District Medical & Public Health Officer, Bargarh, having its registered office at Bargarh (Herein after “The 1st Party”)

AND

M/s. -----, having its registered office at -----
-----, represented through its -----, duly authorized for the purpose (Herein after “The 2nd Party”).

Whereas the 1st Party has invited tender for “**Supplying Equipment & Instruments for DEIC**” vide tender reference no. _____ dt._____. The 2nd Party submitted its bid as per tender requirement and being the L1 bidder, the 1st Party has finalized the tender in favour of the 2nd Party for supplying equipment & institutions for DEIC at the prices/rates indicated against various components (herein after “Contract Price”) on the terms and condition set forth in this agreement. The letter of award was issued vide LOA No. _____ dated _____ inviting to execute the contract. And whereas the 2nd Party has deposited the Performance Security of Rs._____ vide a Demand Draft/ Bank Guarantee No._____dt._____.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a) Conditions of Contract
 - b) Submissions and Declaration as part of the Proposal submitted
 - c) Notification of Award issued by the Office of the CDM&PHO, Bargarh
2. In consideration of the payments to be made by the 1st Party to the 2nd Party, the 2nd Party hereby covenants with the 1st Party to provide the agreed sservices uninterrupted in all respects as per the provisions of this Contract.
3. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.



4. TENURE OF CONTRACT

- a. The contract is for a period of one (1) years from the date of signing of contract.

- b. In the event of the contract being terminated by the 1st Party before the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the Performance Security of the 2nd Party shall be liable to be forfeited.

For and on behalf of the Agency

**Chief District Medical & Public Health
Officer, Bargarh**

Authorized Signatory

Authorized Signatory

(Name with Signature)

(Name with Signature)

Date:

Date:

1.Witness

1.Witness

2.Witness

2.Witness



LIST OF ITEM(S) QUOTED IN SEPARATE SHEET
(TO BE ENCLOSED IN ENVELOPE IN TECHNICAL BID)

Sl. No.	Name of Item(s)	Category 1. Sensory Integration Equipment / 2. Speech & Hearing Equipment 3. Physiotherapy Equipment 4. Vision Equipment 5. Psychological Evaluation equipment 6. Prosthetics & Orthotic Equipment	Name of Manufacturer	Make	Model Name	*Details of offered product at Page No. (s)

Signature of the Bidder

Handwritten signature

CHECK LIST

(To be submitted in **Technical Bid**)

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

1.1.1.1 Please put ✓ in the respective box

COVER – A (TECHNICAL BID)

DOCUMENTS: SUBMITTED OR NOT

1.	List of Item (s) which rates are bided by the firm (Annexure V)	Page <input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
2.	Tender document Fee	Page <input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
3.	Earnest Money Deposit	Page No. <input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
4.	Details of Manufacturing Unit / contract person Liaisioning agent (Annexure III)	Page No. <input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
5.	Declaration form (Annexure -II) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No <input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
6.	Last three years Audited Statement of the Supplier	Page No <input type="text"/>	Yes <input type="text"/>	No. <input type="text"/>
7.	GST Copy	Page No. <input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
8.	Photocopy of PAN	Page No. <input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
9.	Copy of original Tender , duly signed by the Bidder	Page No <input type="text"/>	Yes <input type="text"/>	No. <input type="text"/>

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