

**TERMS, CONDITIONS FOR
SUPPLY AND INSTALLATION OF
INSTRUMENT EQUIPMENT/LOGISTICS 2022-23**

Name of the District / Health Institution: CDM&PHO, Nuapada
(HEALTH & F.W. DEPTT., GOVT. OF ODISHA)

Bid Reference No. CDM&PHO/05/LOGISTIC/NPCBVI/2022-23

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS : **26.10.22** upto 02 PM

DATE & TIME OF OPENING OF COVER-A (Technical Bid) : **27.10.22** at 11 AM

DATE OF OPENING OF COVER-B (Price Bid) : As decided by the purchase
committee during technical bid evaluation.

PLACE OF OPENING OF BID DOCUMENTS
AND

ADDRESS FOR COMMUNICATION: O/o Chief District Medical & Public Health Officer,
AND Nuapada

RECEIPT OF BID DOCUMENTS

Tel:

Email: cdmocumdmnuapada@gmail.com/
dwhnuapada@yahoo.in

OFFICE OF THE CDM&PHO NUAPADA

SECTION -I

SALE OF SHORT TENDER / BID DOCUMENT

The Bidders may download the Tender Documents directly from the district website www.Nuapada.nic.in. The Tender paper cost fee of Rs.5000/- (Five Thousand only) (Non-refundable) by way of separate Demand Draft drawn in favour of **ZSS NON-NRHM, Nuapada**, payable at SBI Nuapada from any nationalized/Scheduled bank. The Bidders should superscribe, **“Tender for Logistic for NPCBVI 2022-23” & Tender reference CDM&PHO/05/LOGISTIC/NPCBVI/2022-23 (Downloaded From Website)”** on the top of the outer envelope containing Technical Bid and Price Bid separately. The Tender cost fee in shape of demand drafts in the technical bid. CDM&PHO, Nuapada shall have no responsibility for any delay / omission on part of the bidder.

The Short tender paper will be rejected if the bidder changes any clause or Annexure of the bid document. The authority reserves the right to accept/reject any or all the tenders without assigning any reason thereof.

ABBREVIATIONS

CDM&PHO : Chief District Medical & Public Health Officer

M.O, I/c : Medical Officer In-charge

S.D.M.O : Sub-Divisional Medical Officer

DHH : District Head Quarter Hospital

SDH : Sub-Divisional Hospital

CHC : Community Health Centre

PHC : Primary Health Centre

ROH : Rural Other Hospital (Area Hospital)

RKS :RogiKalyanSamiti

ZSS :ZillaSwasthyaSamiti

EMD: Earnest Money Deposit

SECTION -II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser	Health & F.W. Department
2.	Indenter	Chief District Medical &Public Health Officer,
3.	Consignee	At Destination as mentioned in the section VII
4.	Delivery Period	Within 30 days from issue of the work order.
5.	Mode of Delivery	By Air / Road / Rail/by Hand
6.	Guarantee / Warranty	<u>Guarantee / Comprehensive warranty:</u> including spares, maintenance etc. for a period 2(two) years from the date of installation & commissioning.(Instruments & Equipments only)
7.	EMD	Rs.10, 000.00 (Rupees Ten Thousand) only. The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of ZSS NON-NRHM, Nuapada from any Nationalized/Scheduled Bank payable at SBI Nuapada.

SECTION -III

TERMS AND CONDITIONS FOR SUPPLY AND INSTALLATION OF INSTRUMENT AND EQUIPMENT

- 1.1 Sealed tenders will be received by Dated **26.10.22** Tender for Supply and installation of instrument, Equipment& Hospital Furniture under **NPCBVI** for the year 2022-23 up to **02.00 PM** by the CDM&PHO, Nuapada in the office of the Chief District Medical & Public Health Officer, Nuapada. Any tender received after due date & time will be rejected & returned to the sender unopened. **The tender paper will be received through Regd. Post / Speed Post/ Courier services only.**
- 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 should be put into a **third outer Cover**, which should be superscribed as **“Tender for Instrument Equipment for NPCBVI 2022-23” & Tender reference CDM&PHO/05/LOGISTIC/NPCBVI/2022-23.**
- 1.3 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened by the CDM&PHO, Nuapada in the office chamber/ conference hall of the CDM&PHO, Nuapada at 11AM on **27.10.22**. 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/ Suppliers are eligible to participate in the tender provided, they have

- (i) Valid manufacturing license / Import License. Importers/ Suppliers have to furnish the authorization from the manufacturer/
- (ii) Valid ISO certificate of the item
- (iii) Product must be CE/US FDA/BIS Certified (for electrical items only).
- (iv) Proof of compliance with IEC Certificate for Medical Electrical Equipments
- (v) Proof of Average annual turnover of the manufacturing firm/Authorized supplier/distributor of Rs.01 **Crore** or more in last three (3) financial years should be submitted duly prepared and certified by a chartered accountant.
- (vi) 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.
- (vii) 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)
- (viii) The tenderer must submit valid GST Certificate.
- (ix) Photo copy of PAN must be submitted by the tenderer.
- (x) Photo copy of Registration Certificate of the Manufacturer/Authorized Supplier.

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.5000- (Five Thousand)(Non Refundable) in shape of Demand Draft.
- 3.4 Earnest Money Deposit of Rs. 10000 (Rupees Ten Thousand) only (refundable in case of non selected tenderer) and refundable to the selected tenderer after one year in shape of Demand Draft without interest/ Original demand draft.
- 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 (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.01 Crore or more in the last 3 (three) financial years.
- 3.9 Leaflet/Technical Brochures of the product/item offered.
- 3.10 Copy of Valid ISO certificate.
- 3.11 Copy of Valid CE/USFDA certificate
- 3.12 Copy of Certificate in support of IEC certificate (for Electrical Item)
- 3.13 Copy of up to date GST certificate.
- 3.14 Photo Copy of PAN
- 3.13 Performance Statement (**Annexure - VII**) during the last three years 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. Minimum 2nos of performance certificate each year should be submitted for last three years.
- 3.14 Deviation/No Deviation Statement from Technical Specification & details of technical specification of the product (**Annexure-VIIIA & B**)

- 3.15 Leaflet/Brochure of Each item quoted must be submitted at the time of Technical bid which specify the make and model of the big items and sample must be submitted for small items on the tender opening day**

COVER – B (PRICE BID)

4. The tender format giving the quoted rate for medical equipments 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 qualities 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, Nuapada by the CDM&PHO, Nuapada on the same day/ decided by the purchase committee members in the presence of the tenderers or their authorized representatives.

TENDER CONDITIONS :

- 5.1 The details of the medical equipments 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 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.

- 5.3 Rates inclusive of all taxes, insurance, transportation charges (door delivery at Specified destinations), and installation & with 2 years onsite warranty. The supplier have to deliver the items as door delivery as specified destination in the section VII.
- 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.
- 5.11 The supplier have to deposit 10% as bank guarantee/DD of the purchase order value & same will be returned after completion of warranty period without interest.
- 5.12 90% of the cost of the equipment (excluding CMC Cost)+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 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+taxand the other for the remaining ten percent (10%) of the cost of the equipment.

- 5.13 The supplier have to execute the work order within 30days from issue of the purchase order failing which 0.5% will be deducted thereafter weekly upto maximum 4 weeks of the purchase order value. Thereafter items will not be received and the suppliers will be blacklisted.

TRANINING & 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 equipmentswithin 15 days of installation of equipment.
- 6.2 The supplier / firm will provide the operational / maintenance manuals and tools (if required) of all items, equipments& 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. Nuapada 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 centre in Odisha.
- 7.6 All the warranty certificates must be handed over to the consignee after installation.

SECTION – IV (PRICE BID)

ITEM LIST

Sl No	Name of the Item with Strength	Name of Manufacturer	Unit Pack	Unit Price	GST	Total Cost
1	Anesthesia Table					
2	Bipolar Cautery					
3	Fumigator					
4	Limbs forcep					
5	Mosquito Artery					
6	Speculum (Adult)					
7	Speculum (Child)					
8	Straight Artery Forcep					
9	Superior rectus forcep					
10	Superior rectus needle holder forcep					
11	BP Handle					
12	Vagus Scissor					
13	Conjunctiva Scissor					
14	Corneal Scissor					
15	Towel Clip					
16	Dialex					
17	Hydro Cannula (25G)					
18	Visco Cannula (23G)					
19	Double Port Irrigation & Aspiration Cannula					
20	Heat Cautery					
21	Suture dieing forcep					
22	Lens Holding forcep (Mcferson)					
23	Needle Holder					
24	Irrish Repositer					
25	Vectis Lens Loope					
26	Straight Small Scissor					
27	Small Curve Scissor					
28	Chalazion Forcep					
29	Punctum Dialator					
30	Conjuctival Forcep					
31	Inaculation Scissor					

SECTION - V

Technical specifications for Equipment/ Instruments

Quality Standard:

- Should be CE/BIFMA/BIS approved model.
- Manufacturer should have ISO 9001 certification for quality management standards.
- Manufacturer should have ISO 14001 certification for environmental management systems.
- Manufacturer should have OHSAS 18001 certification for occupational health & safety management.
- Should furnish stainless steel grade certificate from Govt/Govt. approved testing laboratory.
- Manufacture should produce test certificate from Govt/Govt. approved laboratory for test procedure like impact test, bend test, salt spray chamber test, epoxy powder coating & phosphate coating for quoted item

Items	Specifications
Clinical Material, tools and equipment	
Stainless Steel Anesthesia Table	• Material • Stainless Steel • Size • 500 x 300 x 800 mm • Castors Diameter Millimeter • 50 mm Swivel Castors • No Of Tray • Two Removable Trays • No Of Hooks • 2
Fumigator	• Particle Size 1-30microns (convertible for Dry fog wet fog) • Power Input 220-240 volts, AC, with liquid flow rate 1.5-9 Ltr/ hr, • Timer- Adjustable. • Air velocity 130 M/sec., • Throw Area 30-40 ft. and 20-25 feet height • Area coverage – More than 12000 cubic feet. • Motor Speed- approx. 22000 rpm (Approx.). • Machine should have stainless steel (Autoclavable) tank with more 5 liters capacity. • Tank gasket should be silicon grade. • It should be 360 degree movable.
Bipolar Cautery	1. Microcontroller based isolated Electrosurgical Generator having both Monopolar and Bipolar outputs designed for all surgical procedures. 2. Smart generator should be able to monitor changes in tissue impedance continuously and adjusts power. 3. Monopolar outputs should have three cutting modes: a. Low cut for delicate tissue or Laproscopic cases having maximum power of 300w. b. Pure cut for clean, precise cut in general surgery having maximum power of 200W. c. Blend mode for cutting with homeostasis having maximum power of 200W. All cut modes should be able to adjust output power depending on tissue density by less than 15% or 5W, whichever is greater. 4. It should have three Coag Modes with maximum power of 120W a. Desiccate mode for low voltage contact coagulation suitable for Laproscopic and delicate tissue work. b. Fulgurate mode for efficient non-contact coagulation in most applications.

Items	Specifications
	c. Spray mode should have randomized spray effect of varying amplitude and frequency for coagulating large tissue areas with minimum depth of necrosis. 5. It should have three bipolar modes with maximum power of 70W a. Precise mode have fine control of desiccation in delicate tissue. b. Standard mode for applications at low voltage to prevent sparking. c. Macro mode for applications on tissue with high resistance. 6. It should have patient plate monitoring facility and should give audiovisual alarm and deactivate output if contact between patient and patient plate is not proper to eliminate the risk of patient burns. 7. The unit should have two hand switching and two Footswitch Monopolar outputs and one hand switching and footswitching bipolar output. 8. It should have membrane keyboard for power settings. 9. The unit should have individual digital display of power for Bipolar, Monopolar cut and Monopolar Coag. 10. The unit should not have RF Leakage current more than 150mA. 11. Accessories:- a. Monopolar Footswitch:- 02 No. b. Bipolar Footswitch:- 01 No. c. Reusable hand switching Pencil: - 02 Nos. d. Reusable Patient Plate : - 02nos. e. Bipolar Forceps: - 01No. f. Forceps Cord:- 02Nos g. Universal Adaptor: - 01No. 12. Two years of comprehensive warranty including bulbs should be provided along with technical support. 13. It should follow international Safety Standard and requirement with CE Certification or USFDA Approval. 14. Users list with the addresses and contact nos. to be provided. 15. Demonstration Compulsory. 16. Operating and service manual should be supplied. 17. Tropicalization: operating Temp. upto 40Deg. C;

SECTION –VI

ANNEXURES

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

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

Please put ✓ in the respective box

COVER – A (TECHNICAL BID)

DOCUMENTS : SUBMITTED OR NOT

Sl No		Yes	No	Page No
1	Tender Paper Cost Rs. 5000/-			
2	EMD Rs.10000/-			
3	List of Item Quoted with name, make & model Annexure – II			
4	Detail Name, address, telephone number, fax, email of the manufacturer/ authorised distributor/ service centre/ 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 One crore 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 (for electrical Item)			
11	Copy of upto date GST Certificate			
12	Copy of PAN			
13	Performance Statement (Annexure – VII) item wise			
14	Deviation / No deviation statement (Annexure – VIII)			
15	Leaflet/ Brochure of item quoted			
16	Sample of small items			
17	Original Tender Paper			

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 Tenderer :

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 licence 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 /
ouroffice
at.....do declare that I / We have carefully
read all the terms & conditions of tender of the _____, Odisha for the supply of
medical equipments. The approved rate will remain valid for a period of one year from the date of
approval. I will abide with **all the terms & conditions** set forth in the **Tender 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
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)
.....Valid upto I / We
..... do hereby declare that I
/ we will supply the _____ as per the terms, conditions & specifications of the tender
document. I / we further declare that I / we have a service centre / will establish a service centre
within one month of installation of the equipment in Odisha.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

(To be submitted in Cover A -Technical Bid)

MANUFACTURER’S AUTHORISATION FORMAT

To

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

Ref: Tender No. _____ 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.	2019-20	-
3.	2020-21	

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

Date:
Place:

(Name in Capital)

Signature of Auditor/
Chartered Accountant

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. 3.13)

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last **three** years)

Tender Reference No. :

Name of Tenderer :

Name of Manufacturer : _____ 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 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. 3.14)

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. 3.14)

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 Brocheures of the product offered must be attached in support of the information provided above.

SignatureoftheBidder

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/C.M.O / M.O, I/c
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>
------------------------------	----------------------	--------------

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 3 (three) 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.

TERMS FOR PAYMENT :-

A. The payment(s) shall be made by purchaser in Indian currencies No advance payments towards cost of Instruments and Equipments etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft amounting to 10% of greater than Rs.10000/- items which will be deposited in ZSS NON-NRHM Nuapada with the warranty for 2 years agreement to the consignee.

90% of the cost of the equipment (excluding CMC Cost)+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 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+tax and the other for the remaining ten percent (10%) of the cost of the equipment.

B. Before release of payment the supplier has to submit the signed agreement, warranty documents of equipment and turnkey job to the consignee. The undertaking as per Annexure – 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.

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.

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.

DELIVERY OF DOCUMENT :

Three (3) 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:

- a. a packaging note quoting the name of the purchaser
- b. the number and date of order
- c. nomenclature of the goods
- d. schedule of parts for each complete equipment giving part number with reference to assembly.
- e. Name & address of the consignee
- f. Name & address of the supplier.

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 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.NUAPADA 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 3 years CMC (Spares + Labour) as per this tender clause No. 7.1 to 7.6.
- ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
- iii. The 2year comprehensive warranty is valid from dt._____ to dt._____.
- iv. The 3 year CMC is valid from dt._____ to dt._____.

Date:

Place:

Signature of the competent authority

on behalf of the company / firm.

Seal of the firm.

N.B: 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.

UNDERTAKING

(to be submitted on Rs.50/- stamp paper)

Tender ref. No. _____

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 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 by them.
10. I / we undertake to get the equipment's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 5 years.

Signature of the witness
Name & address

Signature of the Tenderer
Name & address

Dated

Seal of the firm.

N.B: 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.

ANNEXURE

(To be submitted in COVER B - PRICE BID)

Sl No	Name of the Item	Specification	Unit	Name of the Manufacturer/Make & Model	Price quoted inclusive of all Taxes (Door Delivery)	Cost of AMC/CMC year wise (excluding service tax) for three years after expiry of 2 year comprehensive warranty
1		As per Sec V				
2		As per Sec V				
3		As per Sec V				
4		As per Sec V				
5		As per Sec V				
6		As per Sec V				

+

Signature & Seal of the Bidder

Sd/-
Chief District Medical & Public Health Officer