



Office of the CDM&PHO-cum-District Mission Director, Cuttack

Department of Health & Family Welfare,
Government of Odisha.

Advt. No: 2447

Date: 19/02/2019

SHORT TENDER CALL NOTICE

Sealed tender are invited from manufacturer/authorized distributors/importer for supply of **DRUGS AND CONSUMABLE FOR NPCB & VI**, under CDM&PHO Cuttack. The details of term and conditions of tender are available at the official website www.cuttack.nic.in the bidders have to download the tender paper from website to participate in the tender. Terms and conditions are as follows;

Sl No	Tender call notice no	Name of Tender	tenders will be received through	Available of tender paper	Last date of submission of paper	Opening of tender (Technical Bid)
1	2448	Supply of DRUGS AND CONSUMABLE FOR NPCB & VI	Regd. Post / Speed Post / courier	21/02/2019 to 28/02/2019	28/02/2019, Time: 03.00 PM	28/02/2019, 03.30PM

The cost of tender paper Rs. 1500/- will be paid in shape of bank draft made in favour of CHIEF DISTRICT MEDICAL OFFICER CUTTACK, from any Nationalised / Scheduled Bank payable at CUTTACK with technical bid.

Sd/-
Chief District Medical &PHO
cum District Mission Director
Cuttack


19-2-19
Chief District Medical & PHO
Cum-District Mission Director, Cuttack

CHIEF DISTRICT MEDICAL & PHO, CUTTACK
DISTRICT HEAD QUARTER HOSPITAL
CUTTACK

Tel / Fax : 0671-2310007
e-mail : cdmocuttack@gmail.com

Tender Reference No.- 2448/DBCS/CDM&PHO/2018-19
“TENDER FOR SUPPLY OF DRUGS AND
CONSUMABLES
FOR NPCB & VI, CUTTACK”

(RATE CONTRACT TENDER)

CHIEF DISTRICT MEDICAL & PHO
DISTRICT HEAD QUARTER HOSPITAL
CUTTACK

SECTION -I

NOTICE INVITING TENDER

Tender Reference No.

Dated:

TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR SUPPLY OF HOSPITAL DRUGS & CONSUMABLE UNDER NPCB.

1	Period of Availability of Tender Document	From 21/02/2019 to 28/02/2019 (Downloadable from website: www.cuttack.nic.in) In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the above mentioned website before last date of submission of tender document and the tender inviting authority shall have no responsibility for any delay / omission on part of the bidder.
2	Last date & time for submission of Tender	Date: 28/02/2019, Time: 03.00 PM Address of Submission of Bid: The Chief District Medical Officer, O/o CDM&PHO, CUTTACK <i>(Through Regd. Post / Speed Post / courier)</i>
3	Date, time and place of opening of Tender	a) Technical Bid (Cover A) opening: 28/02/2019, 03.30PM at the address mentioned above. b) Financial Bid (Cover B): <i>The date of opening of financial bid will be intimated to the firms found successful in the technical bid evaluation.</i> <i>(Venue is mentioned at the address mentioned above)</i> <i>(Bidders / authorized representative may remain present at the time of opening of bid)</i>

Sd/-
Chief District Medical & PHO
Cuttack

SECTION -II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Mode of Procurement	This is a Rate contract Tender, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV. Office of the Chief District Medical Officer, CUTTACK shall invite tender centrally, evaluate the same and finalize the supplier & the rate. The purchase order shall be placed by the Chief District Medical Officer as per the requirement.						
2.	Purchaser	Chief District Medical &PHO,CUTTACK						
3.	Consignee	District Headquarter Hospital, CUTTACK						
4.	Delivery Period	Within 15 days from issue of the purchase order at the consignee point.						
5.	Mode of Delivery	By Air / Road / Rail						
6.	Guarantee / Warranty /CMC	Comprehensive warranty including all spares, maintenance etc. for a period 2(Two) years from the date of installation & commissioning.						
7.	Tender Document Cost	Rs. 1500/- . The tender document cost is to be submitted in the shape of bank draft in favour of CHIEF DISTRICT MEDICAL OFFICER CUTTACK, from any Nationalised / Scheduled Bank payable at CUTTACK.						
8.	Earnest Money Deposit (EMD) (The approx. no. of item is mentioned in the Schedule of requirement – Section IV)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl.</th> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">EMD (Rs.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Medicine and consumable</td> <td style="text-align: center;">30,000</td> </tr> </tbody> </table> <p>Note: The bidder may quote for any or all the item by submitting the required EMD for that item.</p> <p>The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of Chief District Medical Officer, Cuttack, from any Nationalised / Scheduled Bank payable at CUTTACK.</p>	Sl.	Particulars	EMD (Rs.)	1	Medicine and consumable	30,000
Sl.	Particulars	EMD (Rs.)						
1	Medicine and consumable	30,000						
9.	Pre-qualification (Eligibility Criteria)	Detail eligibility criteria is mentioned at Clause 2.1, 2.2 & 2.3 in Section -III						

SECTION -III

TERMS AND CONDITIONS FOR SUPPLY & INSTALLATION OF HOSPITALWARD EQUIPMENTS & CONSUMABLE

1.1 Sealed tenders will be received till Dt. **28/02/2019 upto 03.00 PM** by the office of the Chief District Medical & PHO, CUTTACK-753001. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Speed Post only.**

1.2 The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by superscribing **Cover “A” (Technical Bid) & Cover “B” (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be superscribed as **“TENDER FOR SUPPLY OF DRUGS AND CONSUMABLES FOR NPCB & VI, CUTTACK” vide Tender Reference No. 2448 dated 19/02/2019**

1.3 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened at the office of the Chief District Medical & PHO, CUTTACK at **03.30PM on 28/02/2019**. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

ELIGIBILITY CRITERIA

- 2.1 **Manufacturing units / Importers** are eligible to participate in the tender provided, they fulfill the following conditions:
- (i) Import License (In case of Importer only). In case of importers, they have to furnish the authorization from the manufacturer.
 - (ii) Valid ISO certificate (of the Manufacturer)
 - (iii) Product(Equipment) must be ISI/BIS /CE / US FDA etc. (valid ISI/BIS /CE /US FDA certificate) certified (As per **Section V** - technical specification).
 - (iv) Tenderer should have proof of supply of **25% of the required quantity** (executed directly by manufacturer or through distributor) of the item(s)/similar items mentioned in the schedule of requirement mentioned in the schedule of requirement to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and purchase order copies in support of that in last 3 years. (As per format Annexure VII – Item wise)
 - (v) Proof of annual average turnover (Manufacturers/Importer) of **Rs. 5 Crore or more** in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI**.
 - (vi) Copy of updated GST filling documents (GSTR-3B) upto January 2019

- (vii) Proof of compliance with IEC Certificate (As per **Section V** - technical specification) - Medical Electrical Items: Particular requirement for Electrical Safety of the items.
- (viii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished along with the bid.
- (ix) Drug License in case of supply of medicine consumable items

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

- (i) They submit manufacturer's authorization from original item manufacturer (OEM) as per the format at **Annexure - V**.
- (ii) They should have Proof of Average annual turnover of **Rs. 1.5 Crore or more** in last three (3) financial years in India (as per Annexure VI)
- (iii) Proof of supply of **25% of the required quantity** (executed directly by manufacturer or through distributor) of the item(s)/similar items mentioned in the schedule of requirement to any Govt. organization /Corporate Hospitals / PSU Hospitals / UN Agencies and purchase order copies in support of that in last 3 years. (Annexure VII-Item wise)
- (iv) Copy of updated GST filling documents (GSTR-3B) upto January 2019
- (v) The authorized distributor will submit the following documents in support of the manufacturer along with the tender:
 - a) Valid ISO certificate.
 - b) Valid Drug License in case of supply of consumable items
 - c) CE / US FDA / IEC certificates of the manufacturer as per technical specification.(in case supply of Equipment)

2.3 The tenderer have to submit the EMD(s) as mentioned in **Clause 8 of Section -II** & the Tender document cost.

DOCUMENTS TO BE SUBMITTED

The following documents should be enclosed in Cover "A" (Technical Bid) by the tenderer.

All the photocopies are to be attested by a Notary Public / Gazette Officer.

TECHNICAL BID :

- 3.1 Checklist with detail of the documents enclosed in **Cover "A"** (as per **Annexure - I**) with **page number**. The documents should be *serially arranged* as per this **Annexure - I** and should be securely tied and bound.
- 3.2 List of Item (s) Quoted with name of the Make & Model of the item (s) (**Annexure – II**)
- 3.3 Tender document fee of **Rs.1500/-** in shape of Demand Draft.

- 3.4 Earnest Money Deposit(s) as mentioned in the **Clause 8 of Section -II** in shape of Demand Draft). Details of EMD and the name of the item quoted should be clearly mentioned.
- 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha (**Annexure - III**).
- 3.6 The declaration form in **Annexure - IV** duly signed by the tenderer before Notary Public / Executive Magistrate.
- 3.7 Manufacturer's Authorization Format in **Annexure –V** (In case the bidder is not the manufacturer). Importers are also required to furnish the authorization from the manufacturer.
- 3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure –VI**) that the annual average turnover of the firm is Rs. 5 Crore or more in the last 3 (three) financial years for bidders who are manufacturer/importer) or annual average turnover of Rs. 1.5 Crore or more in the last 3 (three) financial years for bidders who are authorized distributors of the manufacturer)
- 3.9 Performance Statement (**Annexure - VII**) (**Item wise**) during the last three years towards proof of supply of similar 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 (Item wise)
- 3.10 Deviation/No Deviation Statement from Technical Specification & details of technical specification of the product (**Annexure-VIIIA & B**)
- 3.11 Leaflet/Technical Brochures of the product/item offered.
- 3.12 Copy of Import License by the Importer (in case of Importer).
- 3.13 Copy of Valid ISO certificate.
- 3.14 Copy of Valid ISI / CE /US FDA certificate (as per Section V - Technical Specification).
- 3.15 Copy of Certificate in support of IEC certificate (as per Section V-Technical Specification).
- 3.16 Copy of the **GST registration** Certificate.
- 3.17 Copy of updated GST filling documents (GSTR-3B) from previous six months (May 2018 to October 2018)
- 3.18 The Original Tender Booklet with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
- 3.19 Certificate in support of service center in Odisha or undertaking to set up service center in Odisha within one month from the date of installation if approved (for those who have no service centers in Odisha).
- 3.20 Copy of last three Financial Years(2017-18, 2016-17, 2015-16) Income Tax Return copy
- 3.21 Copy of PAN card.

N.B: Valid means the certificate should be valid on or beyond the date of opening of tender (Cover-A).

COVER – B (PRICE BID)

4. The price to be quoted for MEDICINE and CONSUMABLE should be sent in the prescribed price format in a separate sealed cover hereafter called **Cover “B” (Price Bid)**.

Cover –B (Price Bid) of the tenderers who qualify in it’s Technical Bid (Cover – A) and complies to tender specification & find to be as per technical specification and Product demonstration will only be opened .

4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – IX**), must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery) and warranty for 2(two) years. The price of turnkey job (accessories if any for installation), GST and other charges (if any) should be quoted in a separate column. The rate should be quoted for *each item* both in figures and words. **In case of difference in words and figures, words will be taken into consideration for evaluation.**

4.2 The Cover “B” of tenderers who qualifies in their technical bid, will only be opened at the office of the Chief District Medical Officer, Cuttack at a date & time which will be intimated to them by CDM&PHO-CUTTACK..

REJECTION OF TENDER

5. The tender submitted by the bidder will be rejected, if any of the following documents are wanting / not submitted with the tender:

- (i) Import License (In case of Importer)
- (ii) Manufacturer’s authorization in case of distributor/importer
- (iii) Earnest Money Deposit (EMD).
- (iv) Annual average turnover of the firm is **Rs. 5 Crore** or more in the last 3 (three) financial years (for bidders who are manufacturer/importer) or annual average turnover of **Rs.1.5 Crore** or more in the last 3 (three) financial years (for bidders who are authorized distributors of the manufacturer) as per Annexure –VI. In case of authorized distributor, they will have to furnish along with their own turnover the Annual Average turnover statement as per Annexure–VI from the Manufacture/Importer of the item(s) as mentioned above.

- (v) Valid ISO certificate of Manufacturer
- (vi) Valid ISI / CE / US FDA/ IEC certificate of the manufacturer as per Section VI – Technical Specification.
- (vii) Proof of supply/ installation of **25% of the required quantity** (executed directly by manufacturer or through distributor) of the item(s)/similar items mentioned in the schedule of requirement to any Govt. Organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user during the last three years.
- (viii) Major deviations from the technical specification of the item(s) as per tender.
- (ix) Price bid / quoted rate with signature and seal (Hard Copy).
- (x) Copy of the GST registration certificate
- (xi) Copy of updated GST filling documents (GSTR-3B) upto January 2019
- (xii) Copy of last three Financial Years(2017-18, 2016-17, 2015-16) Income Tax Return copy
- (xiii) Sign copy of the bid documents

EARNEST MONEY DEPOSIT

- 6.1 The amount of Earnest Money Deposit required is mentioned in the Section-II. The Earnest Money Deposit will be submitted in the shape of **demand Draft only** in favour of **Chief District Medical Officer, Cuttack** from any Nationalized / Scheduled Bank payable at **Cuttack**.
- 6.2 The EMD of the unsuccessful tenderers will be returned back without interest after placement of purchase order to the successful tenderer and EMD of successful tenderer will be returned after submission of performance security(ies).
- 6.3 The EMD will be forfeited if the tenderer withdraws its tender / furnish forged documents which is found during bid evaluation OR doesn't sign the contract / doesn't furnish performance security / doesn't supply the items (in case of successful bidder) within the stipulated time period.

PERFORMANCE SECURITY & AGREEMENT

- 7.1 The performance Security should be submitted in shape of Bank Draft from a Nationalised / Scheduled Bank in favour of the CDM&PHO-CUTTACK equal to the amount of 10% of the purchase order value of the item (excluding cost of taxes) within 21 days of issue of the purchase order.
- 7.2 The agreement (**as per Annexure – X**) will be signed between the supplier and the purchaser and will be kept by the purchaser.
- 7.3 The performance Security Money will be returned back to the tenderer without interest after the expiry of the warranty period i.e. three years after the date of installation & signing of the CMC agreement.

7.4 Security money will be forfeited if there is any violation of the tender terms and conditions.

TENDER CONDITIONS :

- 8.1 The details of the MEDICINE & CONSUMABLE with specifications are mentioned in **Section VI. The firm must clearly mention their specification, special features, upgraded version (if any), detail technical catalogue of the offered model in their tender.**
- 8.2 Tenders should be typewritten or computerized and every correction in the tender should invariably be attested with signature by the tenderer with date before submission, failing which the tender will be ineligible for further consideration.
- 8.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with 2 years onsite comprehensive warranty and exclusive of **GST should be quoted for the MEDICINE & CONSUMABLE (Item wise) on door delivery basis. The turnkey job (cost of accessories if any required for Installation/Commissioning) & GST should be mentioned in separate columns.** The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.
- 8.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the item.
- 8.5 The rate per unit shall not vary with the quantum of order placed for destination point.
- 8.6 If there is difference between figures & words, words will be taken into consideration.
- 8.7 In the event of the 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 scheduled place & time.
- 8.8 The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government / DGS&D and the Maximum Retail Price (MRP). The purchaser, at his discretion, will in such case, exercise the right of revising the price at any stage so as to confirm to the controlled price or MRP as the case may be.
- 8.9 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the date of approval of the rate contract and on no account, any increase in the price will be entertained till the completion of this tender period.
- 8.10 No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rate quoted by him. Clerical error / typographical error, etc. committed by the tenderers in the tender forms shall not be considered after opening of tenders. Conditions such as “ **SUBJECT TO AVAILABILITY**” / “**SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED**” etc., will not be considered under any circumstance and the tenders of those who have given such conditions shall be treated as incomplete and for that reason, shall be rejected.
- 8.11 If at any time during the period of rate contract, the price of tendered item is reduced or brought down by any law or act of the Central or State Government or the tenderer,

the tenderer shall be morally and statutorily bound to inform the purchaser immediately about such reduction in the contracted price. The purchaser is empowered to unilaterally effect such reduction in rate, in case the tenderer fails to notify or fails to agree for such reduction of rate.

- 8.12 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of approval of the rate contract.
- 8.13 If the relevant documents / certificates which are required to be furnished along with the tender are written in language other than English, the tendering firm shall furnish English version of such documents / certificates duly attested by a Gazetted Officer / Notary with his seal and signature.
- 8.14 If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for three (3) years.
- 8.15 Rate should be quoted in Indian Currency, both in words and figures against each item as the payments will be made in Indian currencies only (Annexure-IX). The tenderer shall not quote the rate for any item other than the item specified in the list. (**Section V – Schedule of Requirement**).
- 8.16 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 8.17 The GST will be charged as per the guidelines given by the Finance Dept., Govt. of Odisha from time to time. GST (as applicable) will be paid to the supplier. The component should be shown **separately** in the Price Schedule (as mentioned in the price schedule format)
- 8.18 The requirement of items may increase or decrease depending on the situation.

PACKAGING :

- 9.1 All the packaging should be New. The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without any limitation including rough handling during transit, exposure to extreme temperature, salt and precipitation during transit and upon storage.

TURNKEY :

- 9.1 The room/ space will be provided by the purchaser .Fittings and accessories if any required for installation & commissioning will be provided by the supplier without any extra cost (apart from the cost mentioned under turnkey in the Price schedule which should include the cost of all such requirement).

COMPREHENSIVE WARRANTY & CMC :

(Undertaking as per Annexure – XI & XII)

- 11.1 The comprehensive warranty will remain valid for 3 years from the date of installation & commissioning of the item. The original copy of warranty documents will be submitted to the purchaser at the time of installation.
- 11.2 The warranty will cover **all the parts of the item and any replacement or repair required** within the warranty period will be provided by the supplier free of cost at the destination point (installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during the warranty period.
- 11.3 The Supplier shall warrant that the Goods supplied under this contract are new, unused, and incorporate all recent improvements in design and materials. The Supplier shall further warrant that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.
- 11.4 **CMC:** The tenderer shall also commit to provide offer for CMC (**Labour + all spare**) for the next three (3) years after three (3) 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 one (**1**) preventive maintenance in every **six months** in a year during the period of CMC.
- 11.5 The selected firm should have a service centre in Odisha.
- 11.6 All the warranty certificates must be handed over to the consignee after installation.

TRAINING & OPERATIONAL MANUAL:

- 12.1 Not Applicable
- 12.2 Not Applicable.

UPTIME GUARANTEE:

13.1 UP-TIME BALANCE :

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

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

in the format provided by the Supplier(s) which will indicate usage of the item every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

14.1 During the Guarantee / warranty period, desired uptime of 95% of 365 days will be ensured (24 hour). If downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the item goes out of service will be applied. The supplier must undertake to supply all spares for optimal upkeep of the item for **THREE YEARS** after installation.

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

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

SPARE PARTS:

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

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

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

LABELLING :

16.1 The item supplied must be properly labelled with Sl. No., Model Name, Make & year of Manufacture

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

17.1 The Purchaser reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.

17.2 The Purchaser will be at liberty to terminate the contract either wholly or in part without assigning any reasons thereof. The tenderers will not be entitled to any compensation whatsoever for such termination.

17.3 The **supply should be completed within 15 days** from the date of issue of purchase order. unless otherwise specified. If no supply is received even after 58 days with

liquidated damage from the date of issue of the purchase orders , such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified in clause no. 21.1 to 21.2. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

- 17.4 The tender inviting authority or his authorised representative (s) has the right to inspect the factory of those company who have quoted for the tender, before accepting the rate quoted by them or before releasing any purchase order (s) or at any point of time during the validity period of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on the facts brought out during such inspections.

EVALUATION:

- 18.1 The price bid of the tenders who qualify in the technical bid fulfilling the eligibility criteria and complying to the technical specification shall only be opened.
- 18.2 The tender inviting authority may ask for demonstration of the item by the bidders at the premises of the tender inviting authority as a part of the technical evaluation before opening of price bid in order to verify the compliance to technical specification.
- 18.3 The rates of the item quoted by the tenderer who qualify technically will be evaluated after taking the following points into consideration: -
- a) Rate of the HOSPITALWARD EQUIPMENTS will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years & cost of turnkey (cost of accessories if any for installation/commissioning) but excluding GST.
 - b) The cost of the HOSPITALWARD EQUIPMENTS (excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years but excluding GST.), cost of turnkey (cost of accessories if any for Installation & Commissioning with all taxes for turnkeys) will be added for evaluation.

LIQUIDATED DAMAGE :

- 19.1 The C.D.M & P.H.O, CUTTACK may allow extension for a maximum period of 2 (two) weeks (14 days), after the stipulated date of supply (i.e. 15 days) with a penalty of 0.5% which will be deducted from the purchase order value as “Liquidated Damage”, for each week (7 days) of delay upto a maximum 2% on the value of the goods.
- 19.2 If the supplier fails to complete the supply within the extended period, i.e. 58 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the

concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS OF PAYMENT :

- 20.1 No advance payments towards cost of HOSPITALWARD EQUIPMENTS & CONSUMABLE or turnkey job will be made to the tenderer.
- 20.2 90% of the cost of the item (excluding CMC Cost) + 100% turnkey job + 100% GST shall be paid to the supplier on receipt of the stock entry certificate, installation and demonstration of the item from the consignee. The balance 10% of the payment of item will only be made after receipt of certificate on working status of the item from the consignee after 6 weeks of installation and commissioning of the item for which, the supplier has to raise two bills (A) one for 90% of the cost of the item + 100% turnkey job + 100% taxes (B) the other for balance 10% of the cost of the item.
- 20.3 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier as per clause no. 7.1, if they have not deposited the same before. Payment will only be made after ensuring signing of the Agreement, undertaking and handing over of warranty papers of item and turnkey jobs by the supplier to the purchaser.
- 20.4 No claims shall be made against the purchaser in respect of interest on earnest money deposit or performance security deposit or any delayed payment or any other deposit.
- 20.5 Payments in shape of Draft / Pay Order will preferably be despatched to the supplier by Registered post with A.D or e-payment / on-line transfer or may be handed over to the authorized person of the supplier.
- I. The payment will be released as per purchase order value after successful supply of all the items.
 - II. Goods will supply as per supply order & the supply of goods good quality, & quantity should be equal with as per specification of tender items.
 - III. Payment will be made through PFMS/Account Transfer only.

PENALTIES :

- 21.1 If the successful tenderer fails to deposit the required performance security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit / performance security deposit shall stand forfeited by the purchaser.
- 21.2 Violating the tender terms and conditions & non supply / supply which is not as per technical specification will disqualify the firm to participate in the tender for a period

of 2 (two) years from the date of issue of letter and his E.M.D & performance security deposit will be forfeited and no further purchase order will be placed to that firm for that item.

21.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court of the concerned District or High Court of Odisha.

21.4 Once an order is placed, the firm/supplier has to be supplied the required items within a specific period i.e. 15-30 days, failing which penalty will be levied/charged @.0.5% on purchase value per week beyond specific period for 8 week, which will be subject to maximum 4% & order can be cancelled if not supplied within the scheduled date & the concerned supplier/firm will be blacklisted for next 3 (three) years from the date of issue of the letter and also the EMD money/security deposit will be forfeited.

INSPECTION/TESTING :

22.1 The selected supplier shall have to arrange for demonstration of the item at the supply point. The purchaser or its nominated representative(s) shall inspect and test the items at the supply point to check their conformity to the specifications and other details incorporated in the contract and as per time to time as desired by the consignee.

CONDITIONS APPLICABLE TO LOCAL MSEs / SSI OF ODISHA:

The MSE / SSI Units of the State of Odisha will be given the following preferences in the tenders provided they produce the following documents as per MSME Development Policy-2009 and IRP - 2007:

23.1 Permanent Registration Certificate (PMC) from the Director of Industries, Odisha or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Odisha, provided that MSE / SSI units has not been derecognised by the Govt. for that specified period.

23.2 Local Micro & Small Scale Enterprises (MSE) and Khadi & Village industrial units including handloom and handicrafts will enjoy a price preference of 10% vis-à-vis over local medium and large industries as well as industries outside the State. Local Micro & Small Scale Enterprises having ISO, ISI,CE Certification for their product shall get an additional price preference of 3% as per provision of IPR-2007.

- 23.3 Local MSEs registered with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC, NSIC shall be exempted from payment of earnest money and if selected, shall pay 25% of the prescribed performance security deposit
- 23.4 Clause number 1 to 22 is also applicable to the Small Scale Industry Units of the State of Odisha.

SECTION –IV
SCHEDULE OF EQUIPMENTS & CONSUMABLES

Sl. No	Name of the Items	Specification	Consignee
1	Ciprofloxacin Eye Drop	10 ml	CDM&PHO Cuttack
2	Moxifloxacin + Dexamethasone Eye Drop	1 Unit	CDM&PHO Cuttack
3	Nacl 5 % Eye drop	1 Unit	CDM&PHO Cuttack
4	Cyclopentolate Eye Drop	1 Unit	CDM&PHO Cuttack
5	Timolol Eye Drop 0.5%	1 Unit	CDM&PHO Cuttack
6	Tropicamide + Phenylephrene Eye drop	1 Unit	CDM&PHO Cuttack
7	Sterelized Cotton	1 X 500 grms	CDM&PHO Cuttack
8	Alprazolam 0.25 mg Tab	10 X 10 Tab.	CDM&PHO Cuttack
9	Lignocain 4 % Topical Eye drop	1 Unit	CDM&PHO Cuttack
10	Inj. Lignocain 2 %	1 Vial	CDM&PHO Cuttack
11	Inj.Hyaluronidase	1 Vial	CDM&PHO Cuttack
12	Inj Lignocaine with Adrenaline 2%(30 ml)	1 Vial	CDM&PHO Cuttack
13	Inj. Dexamethasone	1 Vial	CDM&PHO Cuttack
14	Inj. Gentamycin (Sulphate,80 mg) 2 ml amp	1 Vial	CDM&PHO Cuttack
15	Ringer Lactate	1 X 500 ml	CDM&PHO Cuttack
16	Inj. Bupivacaine 0.5	1 Vial	CDM&PHO Cuttack
17	Inj. Adrenaline	1 Amp	CDM&PHO Cuttack
18	Inj. Pilocarpine	1 Amp	CDM&PHO Cuttack
19	Reagent Strip for Urine Analysis(Uristic-100 strip pack)	1 Pkt	CDM&PHO Cuttack
20	Hydroxy Propyl Methyl Cellulose (Sterile Pack)	1 Vial	CDM&PHO Cuttack
21	Trypan Blue(Sterile Pack)	1 Vial	CDM&PHO Cuttack
22	Rectified Spirit	1 X 500 ml	CDM&PHO Cuttack
23	Acetone	1 X 500 ml	CDM&PHO Cuttack
24	IV Attachment (for aspiration irrigation purpose)	1 PC	CDM&PHO Cuttack
25	Disposable 5 ml. Syringe	1 Unit	CDM&PHO Cuttack
26	Disposable 2 ml. Syringe	1 Unit	CDM&PHO Cuttack

27	Disposable 10 ml. Syringe	1 Unit	CDM&PHO Cuttack
28	Needle 24 nos.	10 X 10 nos.	CDM&PHO Cuttack
29	Needle 26 nos.	10 X 10 nos.	CDM&PHO Cuttack
30	Amlodipine Tab. 2.5 mg	1 X 10 Tabs.	CDM&PHO Cuttack
31	Intro Ocular Lens (I.L.O) Single Pcs. Biconvex 6 mm Optic PMMA (Sterile Packed)	1 Unit	CDM&PHO Cuttack
32	BP Blade (11 nos)	1 Unit	CDM&PHO Cuttack
33	Povidone Iodine Scrub	1 X 60 ml	CDM&PHO Cuttack
34	Chloramphenicol Applicap	1 X 50	CDM&PHO Cuttack
35	Water for Injection	1 Unit	CDM&PHO Cuttack
36	Disposable Cap and masks (Individual Packing)	1 Unit	CDM&PHO Cuttack
37	Inj. Vancomycin 500mg.	1 Vial	CDM&PHO Cuttack
38	Disposable SICS Blade (Crescent), Single in sterile pack	1 Unit	CDM&PHO Cuttack
	Disposable SICS Blade (Angle Keratome), Single in sterile pack	1 Unit	CDM&PHO Cuttack
	Disposable SICS Blade (Enlarger), Single in sterile pack	1 Unit	CDM&PHO Cuttack
39	Disposable SICS Blade Lance yip 15 degree (Single in sterile pack)	1 Unit	CDM&PHO Cuttack
40	MVR Knife (Sterile Pack)		CDM&PHO Cuttack
41	Inj. Amikacin 100mg.	1 Vial	CDM&PHO Cuttack
42	Surgical Sterile Drape Sheet (Size-1m/1.5m) (Disposable)	1 Unit	CDM&PHO Cuttack
43	Chloro Hexinol Terpinol Antiseptic Liquid	1 X 500 ml	CDM&PHO Cuttack
44	Marker (Autoclave)	1 Unit	CDM&PHO Cuttack
45	Flouroscein Strip (Individual sterile pack (100 no.s)	1 Pkt	CDM&PHO Cuttack
46	Non Ovan Micropore Surgical Tape (1")	1 Unit	CDM&PHO Cuttack
47	Tab Acetazolamide (250gm)	1 Unit	CDM&PHO Cuttack
48	Non Absorbable Surgical Suture Spatulated Micro Crescent Needle (Virgin Silk 10.0)	1 Unit	CDM&PHO Cuttack
49	Vicryl(5.0) Curve Cutting Needle	1Unit	CDM&PHO Cuttack
50	Proparacaine Eye Drop	1 Unit	CDM&PHO Cuttack
51	Sterilium	1 Botl	CDM&PHO Cuttack
52	Inj. Intra Cameral Lignocaine	1 Unit	CDM&PHO Cuttack
53	Inj. Intra Cameral Adreneline	1 Unit	CDM&PHO Cuttack

54	Minor Eye Drape (60/60cm) Pouch	1 Unit	CDM&PHO Cuttack
55	Stabilized Hydrogen Peroxide with Silver Nitrate Solution for OT Disinfectant	1 ltr.	CDM&PHO Cuttack
56	Sterile Cellulose Sponge Swab tip	1 Unit	CDM&PHO Cuttack
57	Sterile Cotton Swab Stick (Disposable plastic wares for laboratory use only)	1 Unit	CDM&PHO Cuttack
58	Bacilloced Extra floor Cleaner (500ml.)	1 Unit	CDM&PHO Cuttack
59	Specimen Container(100ml.)	1 Unit	CDM&PHO Cuttack
60	Formalin Liquid	1 Unit	CDM&PHO Cuttack
61	Ammonia Liquid	1 ltr.	CDM&PHO Cuttack
62	Antiseptic Lotion (Dettol)	500 ml	CDM&PHO Cuttack
63	Glutaldehyde Solution	1 ltr.	CDM&PHO Cuttack
64	Moxifloxacin Eye Drop(0.5%)	5 ml	CDM&PHO Cuttack
65	Disposable Surgical Rubber Gloves with Prepowdered micro rough texture with polythene cover (Size 6)	1 Unit	CDM&PHO Cuttack
66	Disposable Surgical Rubber Gloves with Prepowdered micro rough texture with polythene cover (Size 6.5)	1 Unit	CDM&PHO Cuttack
	Disposable Surgical Rubber Gloves with Prepowdered micro rough texture with polythene cover (Size 7)	1 Unit	CDM&PHO Cuttack
67	Adhesive Plaster Roll	1 Unit	CDM&PHO Cuttack
68	Povidine Iodine Skin disinfectant Solution (7.5%/10%)	500 ml	CDM&PHO Cuttack
69	Balanced salt solution	150 ml, 300ml, 500 ml	CDM&PHO Cuttack
70	Prednisolone Eye Drop	5 ml vial	CDM&PHO Cuttack
71	Florometholone Eye Drop	5 ml vial	CDM&PHO Cuttack
72	Bromofenac Eye Drop	5 ml vial	CDM&PHO Cuttack
73	Dorzolamide Eye Drop	5 ml vial	CDM&PHO Cuttack
74	Travaprost Eye Drop	3 ml vial	CDM&PHO Cuttack
75	Carboxy Methyl Cellulose (CMC)	5 ml vial	CDM&PHO Cuttack
76	Natamycin Eye Drop	5 ml vial	CDM&PHO Cuttack
77	Acyclovir Ointment(3%)	5 gm tube	CDM&PHO Cuttack
78	Pilocarpine Eye Drop (5%)	3 ml vial	CDM&PHO Cuttack
79	Azithromycin Ointment	5gm tube	CDM&PHO Cuttack
80	Viscoat	1 Vial	CDM&PHO Cuttack

81	Sterile Eye Drape with water bag 2'*3' (Sterile Pack)	1 Unit	CDM&PHO Cuttack
82	Fluconazole Eye Drop	5ml	CDM&PHO Cuttack
83	Biomarker for autoclave	1 Unit	CDM&PHO Cuttack
84	Injection Cefuroxime (Intra Cameral)	50mg vial	CDM&PHO Cuttack

SECTION –VI

ANNEXURES

(Technical Bid, Price Bid and Agreement)

CHECK LIST
(To be submitted in Cover A Technical Bid)

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

Please put ✓ in the respective box

COVER – A (TECHNICAL BID) DOCUMENTS : SUBMITTED OR NOT

1.	List of Item (s) – Annexure II	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Tender document Fee	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Earnest Money Deposit	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Manufacturer’s Authorization Format (Annexure – V) (for distributor/Importer) (Item wise)	Page <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Proof of avg. Annual turnover for preceding 3 financial years (for manufacturer / Importer) / Proof of Annual turnover for preceding 3 financial years (for authorized distributor as well as manufacturer/Importer in case of distributor) (Annexure - VI)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No. <input type="checkbox"/>
8.	Performance Statement (<i>Item wise</i>) during the last three years (Annexure -VII)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	Copies of Purchase order (<i>Item wise</i>) in support of the performance statement	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	Deviation/No deviation Statement (<i>Item wise</i>) & details of technical specification (Annexure -VIII A & B)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.	Leaflets/Technical Brocheures of the Products offered (<i>Item wise</i>)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No. <input type="checkbox"/>

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

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

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

Page No.		Yes		No	
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15. Attested Photocopy of Up-to-date IEC Certificate (**Item wise**) (As per technical specification)

Page No.		Yes		No	
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16. Photocopy of PAN

Page No.		Yes		No	
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17. Photocopy of GST

Page No.		Yes		No	
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18. GSTR-3B filling copy

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

Page No.		Yes		No	
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Annexure IIA

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

DETAILS OF EMD(S) SUBMITTED

Sl.	Name of Item	EMD Amount (Rs.)
1	Medicine & Consumable	
	TOTAL (Rs.)	

Signature of the Tenderer :

Date :

Official Seal:

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

**DETAILS OF THE TENDERER & LOCAL CONTACT PERSON/
SERVICE CENTRE**

	Corporate Office (The address in which the purchase orders and payment details will be communicated)	Address of Local Contact Person / Branch Office / Zonal Office / Address of Service Centre if any, in Odisha.
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	(Copy of Certificate of incorporation of Manufacturer)	
Name of the issuing authority		
Import License (in case of Importer only)		
GSTN	(Furnish photocopy of GST)	
PAN	(Furnish photocopy of PAN)	
Details of the Service Centre Facilities		
Income tax Return copy		

**Signature of the Tenderer :
with seal**

Date :

Official Seal :

ANNEXURE – IV

(Refer Clause No. 3.6)

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

DECLARATION FORM

I / 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 MEDICINE & CONSUMABLE . 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 Performance Security Deposit and blacklist me/us for a period of 3 years if, any
information furnished by us proved to be false at the time of inspection / verification and not
complying with the Tender terms & conditions.

I / We do
hereby declare that I / we will supply the _____ as per the terms, conditions &
specifications of the tender document. I / we further declare that I / we have a service centre /
will establish a service centre within one month of installation of the item in Odisha.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

(To be submitted in *Cover A -Technical Bid*)
MANUFACTURER’S AUTHORISATION FORMAT

To

The Chief District Medical & PHO,
DISTRICT HEAD QUARTER HOSPITAL, -,
CUTTACK -1, Odisha.

Ref: Tender No. _____ Dated _____ for _____.

Dear Sir,

We, _____ are the manufacturers of _____
_____ (name of item(s) and have the manufacturing factory at _____
_____.

1. Messrs _____ (name and address of the agent) is our authorized distributor for sale and service of _____ (name of item(s))
2. We confirm that **no supplier or firm or individual other than Messrs** _____ (name of the above distributor) is authorized to submit a tender and enter into a contract with you for the above goods manufactured by us.
3. We also extend our full warranty i.e 2 years comprehensive warranty as required by the purchaser.
4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty services and do accept to provide uptime guarantee of 95% as per this tender clause No. 13.1.

Yours faithfully,

(Signature with date, name and designation)

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

Seal

Note :

1. This letter should be on the *letterhead* of the *manufacturer* and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter shall be attached to the technical bid.

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

ANNEXURE – VI

(Refer Clause No. 3.8)

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

ANNUAL TURN OVER STATEMENT

The Annual Turnover for the last three financial years of M/s _____ who is a Manufacturer /Distributor/Importer (Pl. tick whichever is applicable) are given below and certified that the statement is true and correct.

Sl.No.	Financial Year	Turnover in (Rs.)
1.	2017 – 2018	-
2.	2016 – 2017	-
3.	2015 – 2016	-

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

Date:
Place:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

Note:

- To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the Membership no.
- Separate certificates** should be furnished for **different manufacturer/importer** in case the bidder (authorized distributor) is quoting products of **different manufacturers/importers**. The authorized distributor has also to furnish his turnover statement in the above format.

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

Annexure VII (Refer Clause no. 3.9)

PROFORMA FOR PERFORMANCE STATEMENT

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

ITEM WISE (Pl. Furnish separate performance statement itemwise if the bidder quote for more than one item & attach the order copies alongwith each performance statement)

Tender Reference No. :

Name of Tenderer :

Name of Manufacturer : _____

Name of the Item : _____

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)**
							As per contract	Actual		
1										
2										
..										
..										
			Total Qty							

Signature and seal of the Tenderer

- * The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.
- ** The documentary proof will be certificate from the consignee/end user indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

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

Annexure VIII A
(Refer Clause No. 3.10)

STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS (IF ANY)

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

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

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

Signature of the Bidder

Name :

Date :

Place :

Seal

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

Annexure VIII B
(Refer Clause No. 3.10)

DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT (S) OFFERED BY THE BIDDER

Sl. No.	Item Name	Make	Model	Detail Specification of the product(s) offered* (Pl. Describe the detail specification of the product offered) – Para wise compliance to the technical specification asked for.
1				
2				
..				
..				
..				

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

Signature of the Bidder

Name :

Date :

Place :

Seal

ANNEXURE

(To be submitted in COVER B - PRICE BID)

ANNEXURES

(Agreement and Warranty Undertaking)

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 2018

BETWEEN

Name of the Supplier
with full address

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

AND

The C.D.M.&P.H.O., Cuttack
Health & F.W. Department, GoO
Represented through the

_____ / **THE CONSIGNEE**
Hereinafter called the “PURCHASER” _____ as 2nd Party.

Relying on the documents and representation of facts connected to the issue of aforesaid parties to undertake the responsibilities of sell and purchase of following item(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 item(s) completed in all respects according to the Tender requirements and their / his offer dtd. _____ and the Supplier(s) has also agreed to install to make them operative at the destination mentioned in the Tender document with the following descriptions and their cost mentioned against each.

<u>Description of goods</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
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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 consignee list
7. 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.
8. Installation and commissioning of the system by the Supplier’s engineer at site.
9. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

TERMS AND CONDITIONS:-

PRICE :

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

SUPPLY

The supply should be completed within 30 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 30 days or 58 days with liquidated damage from the date of issue of the purchase orders , such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified under Penalty. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

LIQUIDATED DAMAGE :

The C.D.M & P.H.O CUTTACK of the concerned district may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 30 days) with a penalty of 0.5% which will be deducted from the purchase order value as “Liquidated Damage”, for each week (7 days) of delay upto a maximum 2% on the value of the goods.

If the supplier fails to complete the supply within the extended period, i.e. 30 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS FOR PAYMENT :-

- IV. The payment will be released as per purchase order value after successful supply of all the items.
- V. Goods will supply as per supply order & the supply of goods good quality, & quantity should be equal with as per specification of tender items.
- VI. Payment will be made through PFMS/Account Transfer.
- VII. The payment(s) shall be made by purchaser in Indian currencies. No advance payments towards cost of Instruments and Items etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft amounting to 10% of the purchase order value which will be deposited with the O/o of the concerned CDM&PHO, Cuttack

90% of the cost of the item (excluding CMC Cost)+100% turnkey +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining ten percent (10%) will be released after satisfactory working certificate received from the consignee after 6 weeks of installation subject to submission of performance security (10% of P.O. Value). For this purpose the supplier will submit two bills, one 90% of the cost of the item+100% turnkey +100% tax and the other for the remaining ten percent (10%) of the cost of the item.

TURNKEY JOB:

The room/space will be provided by the purchaser fittings inside the room for installation & commissioning of the item and accessories will be provided by the supplier without any extra cost (This cost is to be included in the cost of turnkey).

UP-TIME BALANCE :

The Supplier (s) shall provide guarantee 95% uptime i.e. 41610 (95% of 43800 Hours) during comprehensive warranty period. The up time guarantee will be 95% as calculated here under i.e. 8322 hours per annum.

1 year – 365 days (24 working hours per day)

Total working time per annum – 365 days x 24 hrs = 8760 hrs.

Up time guarantee - 0.95 x 8760 hrs. = 8322 hrs. per annum.

For 2 years warranty = 8322 x2 = 16644Hours

Any uptime less that specified above will be compensated by the Supplier(s). The consignee shall maintain a log-book in the format provided by the Supplier(s) which will indicate usage of the item every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

During the Guarantee / warranty period, desired uptime will be 95% of 365 days (24 hour) if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the item goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the item for **TWO YEARS** from the date of installation at the site.

In no case item should remain in non-working condition for more than 7 working days.

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

INSTALLATION AND DEMONSTRATION :

The installation and demonstration of the item shall be done by the Supplier(s) at free of cost at the installation site of the respective institutions.

TRAINING :

Not Applicable

INCIDENTAL SERVICES :

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

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

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 items / instruments to be supplied by him / them and to provide spare parts for up keeping the Items / Instruments for a minimum period of 5 years from the date of installation.

The price of the instruments / items is inclusive of warranty for a period of 2 (two) years commencing from the date of installation.

SPARE PARTS :

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (3 years).

COMPREHENSIVE WARRANTY :

This warranty shall remain valid for two (2) years from the date of installation & commissioning of the item / 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 item 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 C.D.M.O-CUTTACK) incurred by the purchaser.

GOVERNING LANGUAGE :

The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract which are exchanged by the parties shall be written in English.

DELIVERY OF DOCUMENT :

Four (4) copies of the Supplier invoice / bills showing purchase order number, good's description, quantity, unit price, total amount with stock entry certificate by the consignee.

Photocopy of the Insurance Certificate if any (The Original Certificate is to be given to the Consignee).

Attested Photocopy of Manufacturer's / Supplier's warranty certificate. (The original warranty certificate is to be submitted to the consignee at installation point).

INSURANCE :

For delivery of goods at site, the insurance shall be obtained by the Supplier(s) in an amount equal to 110% of the value of goods from "Warehouse" (final destination) on "All Risks" basis including natural calamities.

PACKAGING :

The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. All primary packaging containers which come in contact with the item should strictly protect the quality and integrity of the Instruments & Items. Packing case size and weights should be taken into consideration, in case of remoteness of final destination and the absence of heavy handling facilities at all points in transit.

The packaging marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

- i. a packaging note quoting the name of the purchaser
- ii. the number and date of order
- iii. nomenclature of the goods
- iv. schedule of parts for each complete item giving part number with reference to assembly.

- v. Name & address of the consignee
- vi. Name & address of the supplier.

TERMS OF CONTRACT :

The C.D.M.&P.H.O Cuttack / Directors (Directorates) as the case may be will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not be entitled to any compensation whatsoever in such terminations.

PENALTIES :

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by the C.D.M & P.H.O/ Directors by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the C.D.M & P.H.O CUTTACK/ Directors whose decision is final & binding in the matter.

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

(Refer Clause No. 11.1 to 11.6, 13.1)

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

Tender ref. No. _____

Name of the item:

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 . (Spares + Labour) as per this tender clause No. 11.1 to 11.6.
- ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
- iii. I / we do accept / agree to provide uptime guarantee 95% as per this tender clause No. 13.1.
- iv. The 2 year comprehensive warranty is valid from dt._____ to dt._____.

Date:

Signature of the competent authority

Place:

on behalf of the company / firm.

Seal of the firm.

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

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

UNDERTAKING

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

Tender ref. No. _____

Name of the item:

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 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 item 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 itemry / item 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 item's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 2 years warranty period.

Signature of the witness
Name & address

Signature of the Tenderer
Name & address

Dated

Seal of the firm.

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

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