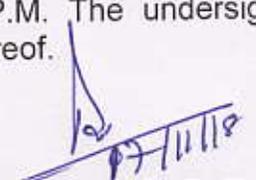


TENDER CALL NOTICE

Letter No. 536/DPMU/Koraput

Dated: 12/11/2018.

Sealed tenders are invited from registered manufacturer or authorised distributor or wholeseller agencies for supply of X ray unit with CR System (03Nos) under Special Central Assistance. The tender should reach the office of the undersigned by 07-12-2018-before 1.00 P.M through speed post /regd.post/quorier along with all relevant documents and will be opened on the same day at 05.00 P.M. The undersigned reserves the right to accept or reject without assigning reason thereof.


CDM & PHO, KORAPUT

**TERMS, CONDITIONS & SPECIFICATION FOR
SUPPLY & INSTALLATION & COMMISSIONING OF X RAY UNIT
WITH CR SYSTEM**

Name of the District: **KORAPUT**
(HEALTH & F.W. DEPTT., GOVT. OF ORISSA)

Tel/Fax: (06852) 252061

Bid Reference No. 536/121111/DPMU/KORAPUT - 2018 - 2019

**TENDER DOCUMENT FOR SUPPLY
OF
X RAY UNIT WITH CR SYSTEM**

DATE OF AVAILABILITY OF BID DOCUMENT IN WEBSITE: **12-11-18**
From Date **15/11/2018**

PRE BID CONFERENCE : 24/11/2018 at 11.00 AM

LAST DATE OF AVAILABILITY OF BID DOCUMENTS
(In website) : 07-12-2018, 1.00 P.M

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS : 07-12-2018 AT 1.00P.M

DATE & TIME OF OPENING OF COVER-A (Technical Bid) 07-12-2018, 5.00 P.M

DATE OF OPENING OF COVER-B (Price Bid) : will be intimated later on.

PLACE OF OPENING OF BID DOCUMENTS
AND
ADDRESS FOR COMMUNICATION : Chamber of CDM & PHO
AND : O/o Chief District Medical Officer,
RECEIPT OF BID DOCUMENTS : Zail Road, Koraput
Dist.: Koraput, Pin-764020

OFFICE OF THE CDMO, ZAIL ROAD, KORAPUT

SECTION -I

SALE OF TENDER / BID DOCUMENT

The Bidders have to download the Tender Documents directly from the WEBSITE available at www.koraput.nic.in. The Tender cost fee of Rs.2, 000/-(Two thousand) by way of separate Demand Draft drawn in favor of CDM & PHO, Koraput should be enclosed along-with the Technical Bid. The Bidders should specifically superscribe, **"DOWNLOADED FROM THE WEBSITE"** on the top left corner of the outer envelope containing Technical Bid and Price Bid separately. The Tender cost fee and the EMD amount should be submitted separately in shape of demand drafts in the technical bid. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website or the office notice board before last date of purchase of tender document and the C.D.M.O shall have no responsibility for any delay / omission on part of the bidder.

- a) Price of bid document Rs.2, 000 (Non-refundable)

The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.



ABBREVIATIONS:

C.D.M.O/C.M.O	:	Chief District Medical 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
RKS	:	Rogi Kalyan Samiti
ZSS	:	Zilla Swasthya Samiti



SECTION -II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser	Health & F.W. Department
2.	Indenter	C.D.M.O., Koraput
3.	Consignee	Chief District Medical Officer, Koraput
4.	Delivery Period	Within 30 days from issue of the supply order.
5.	Mode of Delivery	By Air / Road / Rail
6.	Guarantee / Warranty	Guarantee / Comprehensive warranty: including spares, maintenance etc. for a period 2(two) years from the date of installation & commissioning. 3(three) years CMC after warranty period.
7.	EMD	Rs. 10,000/- (Rupees Ten Thousand) only per tender. The Earnest Money Deposit will be paid in the shape of demand Draft only in favor of CDM &PHO, Koraput from any Nationalized / Scheduled Bank payable at Koraput.
8.	Security Deposit (Performance Security)	The selected firm should submit the performance security in shape of Bank Draft from a Nationalised Bank in favor of CDM&PHO, Koraput equal to the amount of 10% of the purchase order value (for equipments only) of the items within 21 days of issue of the purchase order & will be returned back after 90 days from the date on installation of all relevant documents including warranty document.
9.	Pre-qualification	<p>A. Manufacturing units / Importers are eligible to participate in the tender provided, they have</p> <ul style="list-style-type: none">(i) Valid manufacturing license / Import License.(ii) Valid ISO certificate.(iii) Product must be CE / US FDA etc certified as per Technical Specification & should furnish the clear model approval of the quoted model from AERB and also comply with AERB Guidelines for radiation leakage. Getting only NOC (for a model) from AERB for the quoted model shall not be considered (Section V),(iv) Tenderer (Manufacturer/Importer) should have proof of supply of equipment to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user in last 2 years.(v) Proof of annual average turnover (Manufacturer) of Rs.1.00 crore or more in the last three (3) financial years.(vi) Income Tax Return for last three years, PAN,GST registration certificate(vii) Proof of manufacturing of these equipments from last 3 years.(viii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization for the quoted item is not eligible to participate in the tender during the period of blacklisting. <p>B. Authorised distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p> <ul style="list-style-type: none">(i) They submit manufacturer's authorization to transact business on behalf of the manufacturer as per the format at Annexure - V. The authorised distributor may raise bill, if specially authorised by the manufacturer.

		<p>(ii) The authorised distributor will submit all the documents in support of eligibility of the manufacturer as mentioned above in clause No. "A" along with the tender.</p> <p>(iii) Income Tax Return for last three years, PAN, GST registration certificate</p>
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SECTION -III

TERMS AND CONDITIONS

- 1.1 Sealed tenders will be received by Dated 07.12.2018 up to 1.00 PM by the C.D.M.O, Koraput in the office of the C.D.M.O, Koraput for the purchase of medical equipments. 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 & Courier Service only.**
 - 1.2 Pre-bid conference shall be held in the **DTU Conference Hall** of the C.D.M.O, Koraput on Date 24-11-2018 at 11.00 AM. The prospective bidders may attend and clarify any doubts on the terms and conditions of the bid document.
 - 1.3 The bidder(s) are to submit their tenders in **separate** sealed covered envelops 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 the supply & installation of X Ray unit with CR Systems. Sent to the Office of C.D.M.O, Koraput, Orissa" & Tender Reference No. 536/17/11/18.
 - 1.4 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened by the C.D.M.O, Koraput in the Chamber of the C.D.M.O, Koraput at 11.00 AM on Date 07.12.18.
- 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 have

- (i) Valid manufacturing license / Import License. Importers will have to furnish the authorization from the manufacturer.
- (ii) Valid ISO certificate of the manufacturer.
- (iii) Product must be BIS/CE / US FDA etc Certified. and should furnish the clear model approval of the quoted model from AERB and also comply with AERB Guidelines for radiation leakage. Getting only NOC (for a model) from AERB for the quoted model shall not be considered. (As per **Section V** - technical specification).
- (iv) Tenderer should have proof of supply of equipments to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user in last 2 years. (Annexure VII)
- (v) Proof of Average annual turnover of the manufacturing firm of Rs.1.00crore or more in last three (3) financial years in India (Annexure VI)..
- (vi) Proof of manufacturing these equipments from last 3 years at least (Certificate of Incorporation of the manufacturer)
- (vii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting.

2.2 Authorised distributors are eligible to participate in the tender provided.

- (i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at **Annexure - V**. The authorised distributor may raise bill, if specially authorised by the manufacturer.
- (ii) The authorised distributor will submit all the documents in **support of eligibility of the manufacturer** as mentioned in clause No. 2.1 along with the tender.

The following documents should be enclosed in Cover "A" (Technical Bid) by the tenderer. All the photocopies are to be attested by a Notary Public / Gazetted Officer.

TECHNICAL BID :

- 3.1 Checklist with detail of the documents enclosed in Cover "A" (as per Annexure - I) with page number. The 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.2,000/- in shape of Demand Draft/Original Money Receipt.
- 3.4 Earnest Money Deposit of Rs.10,000/- in shape of Demand Draft.
- 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Orissa (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)
- 3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per Annexure - VI) that the average annual turnover of the tendering firm is Rs.1.00 core or more in the last 3 (three) financial years.
- 3.9 Performance Statement (Annexure - VII) (Item wise) during the last two years towards proof of supply of equipments 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.
- 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 Valid Manufacturing License of the manufacturer (s) / Import License by the Importer (also to be submitted by the authorized distributor).

- 3.13 Copy of Valid ISO certificate of the manufacturer/authorized distributor.
- 3.14 Copy of Valid ISI / CE /US FDA certificate (as per Section V-Technical Specification).
- 3.15 . Copy of clear model approval of the quoted model from AERB and also comply with AERB Guidelines for radiation leakage. Getting only NOC (for a model) from AERB for the quoted model shall not be considered
- 3.16 The Original Tender Book with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
- 3.17 Certificate in support of service center in Orissa or undertaking to set up service center in Orissa within one month from the date of installation if approved (for those who have no service centers in Orissa).

COVER – B (PRICE BID)

4. The tender format giving the quoted rate for the digital x ray with cr system 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 tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – IX A**), both hard copy and soft copy must be submitted in Cover-B. The price of the item should be quoted inclusive of gst, forwarding, freight (door delivery), warranty for 2 years. The price of CMC for 3 years, turnkey job (cost of accessories if any for for installation), The rate should be quoted for *each item* both in figures and words. **In case of difference in words and figures, words will not be taken into consideration for evaluation.**

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

- 4.2 The Cover “B” of tenderers who qualifies in their technical bid, will only be opened (the date shall be intimated later) at **the chamber of the CDM & PHO** , Korpaut in the presence of the tenderers or their authorized representatives.

REJECTION OF TENDER

5. The tender paper will be rejected, if any of the following documents are wanting / not submitted with the tender:
 - (i) Manufacturing license of the manufacturer / Import License.

- (ii) Manufacturing authorization in case of distributor/importer
- (iii) Earnest Money Deposit (EMD).
- (iv) Annual Average Turnover of Rs. 1.00 core or more (Manufacturer) in each year for preceding 3 financial years.
- (v) Valid ISO certificate.
- (vi) Valid ISI / CE / US FDA certificate as per Section V – Technical Specification.
- (vii) Copy of clear model approval of the quoted model from AERB and also comply with AERB Guidelines for radiation leakage. Getting only NOC (for a model) from AERB for the quoted model shall not be considered
- (viii) Proof of supply/ installation of equipment to any Govt. Organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user during the last two years.
- (ix) Major deviations from the technical specification of the item(s) as per tender.
- (x) Price bid / quoted rate with signature and seal (Hard Copy).

EARNEST MONEY DEPOSIT

- 6.1 The Earnest Money Deposit referred to at para 3.4 shall be Rs. 10,000/- only per tender. The Earnest Money Deposit will be submitted in the shape of demand Draft only in favor of CDM &PHO ,Koraput from any Nationalised / Scheduled Bank payable at Koraput
- 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.
- 6.3 The EMD will be forfeited if the tenderer withdraws the tender or doesn't sign the contract / doesn't supply the items (in case of successful bidder) within the stipulated time period.

SECURITY DEPOSIT : (Performance Security)

- 7.1.1 The performance Security should be submitted from the successful bidder in shape of Bank Draft from a Nationalised Bank in favor of CDMO,Koraput (payable at Koraput) equal to the amount of 10% of the purchase order value of the item



within 21 days of issue of the purchase order and will be returned back after 90 days subject to submission of all relevant documents including warranty documents.

- 7.1.2 The agreement (as per Annexure – X) will be signed between the supplier and the consignee / purchaser and will be kept by the consignee. A copy of the agreement will be kept by the purchasing authority. The agreement must be submitted before the payment is released.
- 7.1.3 Security money will be forfeited if there is any violation of the tender terms and conditions.

TENDER CONDITIONS :

- 8.1 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.**
- 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 warranty and exclusive of Sales Tax/VAT & Entry Tax should *be quoted for the medical equipments (Item wise) on door delivery basis. The turnkey job (cost of accessories if any for Installation/Commissioning), 3 year CMC cost & Sales Tax/VAT & Entry Tax should be mentioned in separate columns.* The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.
- 8.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the equipment.
- 8.5 The rate per unit packing shall not vary with the quantum of order placed for destination point.
- 8.6 If there is difference between figures & words, words will not be taken into consideration.



- 8.7 In the event of the date being declared as a holiday by Govt. of Orissa, the due date of sale, submission of bids and opening of bids will be the following working day at the appointed 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 conform to the controlled price or MRP as the case may be.
- 8.9 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 and L₂ & L₃ firms agree to match the L₁ rate.
- 8.10 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the date of placement of purchase order and on no account any increase in the price will be entertained till the completion of this tender period.
- 8.11 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.
- 8.12 If at any time during the period of 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 C.D.M.O, Koraput, Orissa immediately about such reduction in the contracted price. The C.D.M.O, Koraput, Orissa 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.



- 8.13 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of issue of the purchase order or till issue of next tender for these items whichever is earlier.
- 8.14 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.
- 8.15 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.
- 8.16 Rate should be quoted in Indian Currency, both in words and figures against each item as the payments will be made in Indian currencies only (Annexure-IX). The tenderer shall not quote his own rate for any item other than the item specified in the list. (**Section IV – Schedule of Requirement**).
- 8.17 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 8.18 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Orissa from time to time. The GST should be shown **separately** in the Price Schedule.
- 8.19 The requirement of items may increase or decrease depending on the situation.

PACKAGING :

- 9.1 All the packaging should be primary (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 limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage.

TURNKEY :

- 10.1 The external power supply will be provided by the purchaser but the internal wiring and electrical fittings inside the room for installation & commissioning of

the equipment and accessories 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).

COMPREHENSIVE WARRANTY & CMC :

(Undertaking as per Annexure – XI & XII)

- 11.1 The comprehensive warranty will remain valid for 2 years from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the consignee and photocopy of that to C.D.M.O, Koraput after installation.
- 11.2 The warranty will cover **all the parts of the machine or item and any replacement or repair required** within the warranty period and will be provided by the supplier free of cost at the destination point (installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during the warranty period.
- 11.3 The Supplier shall warrant that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The Supplier shall further warrant that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.
- 11.4 **CMC:** The tenderer shall also commit to provide offer for CMC (**Labour + all spare**) for the next 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.
- 11.5 The selected firm should have a service centre in Orissa.
- 11.6 All the warranty certificates must be handed over to the consignee after installation.

TRAINING & OPERATIONAL MANUAL:

- 12.1 The firm / supplier will provide hands on training to two doctors and two technicians in his own cost for operating / handling the medical equipments within 15 days of installation of equipment.
- 12.2 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.

UPTIME GUARANTEE:

13.1 UP-TIME BALANCE :

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

Any uptime less than the specified period above will be compensated by the Supplier(s) by extending the warranty period. The consignee shall maintain a logbook in the format provided by the Supplier(s) which will indicate usage of the equipment every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

- 14.1 During the Guarantee / warranty period, desired uptime of 95% of 365 days will be ensured (24 hour). If downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipment for **TWO YEARS** after installing the unit in the institute. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of the accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the institute if required.

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



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

SPARE PARTS:

- 15.1 The spare price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / 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.

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 17.1 The C.D.M.O, Koraput, Orissa 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 C.D.M.O, Koraput, Orissa will be at liberty to terminate the contract either wholly or in part without assigning any reasons thereof. The tenderers will not be entitled to any compensation whatsoever for such termination.
- 17.3 The supply should be completed within 60 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 60 days or 88 days with liquidated damage from the date of issue of the purchase orders from the C.D.M.O, Koraput, 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 Security Deposit.
- 17.4 If the approved supplier fails to execute the supply within the stipulated time, the C.D.M.O, Koraput is empowered to purchase the same items from L₂ or L₃ tenderer if they match the L₁ rate.
- 17.5 The C.D.M.O, Koraput, Orissa 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 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 medical 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) & CMC for for next three(3) years but excluding VAT & ET.
- b) The cost of the medical equipments (excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years but excluding VAT & ET), cost of turnkey (cost of accessories if any for installation/commissioning with all taxes for turnkeys) & cost of CMC for next three(3) years after warranty will be added and the lowest responsive bidder will be selected.
- c) The circulars issued by the Finance Department, Govt. of Orissa from time to time regarding tax matters shall be taken into account for evaluation and shall be binding on the bidders.

LIQUIDATED DAMAGE :

- 19.1 The C.D.M.O/C.M.O 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) upto a maximum 2% on the value of the goods.
- 19.2 If the supplier fails to complete the supply within the extended period, i.e. 88 days after being allowed by the C.D.M.O, no further purchase order will be placed to the firm for the said item and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.



TERMS OF PAYMENT :

- 20.1 No advance payments towards cost of medical equipments or turnkey job will be made to the tenderer.
- 20.2 90% of the cost of the equipment (**excluding CMC Cost**) + 100% turnkey job + 100% tax shall be paid to the supplier on receipt of the stock entry certificate, installation and demonstration of the item from the consignee. The balance 10% of the payment of equipment will only be made after receipt of certificate on working status of the equipment from the consignee after 6 weeks of installation and commissioning of the equipment for which, the supplier has to raise two bills (A) one for 90% of the cost of the equipment + 100% turnkey job + 100% taxes (B) the other for balance 10% of the cost of the equipment.
- 20.3 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier as per clause no. 7.1.1, if they have not deposited the same before. Payment will only be made after handing over the Agreement, undertaking, warranty papers of equipment and turnkey jobs to the consignee and a letter to this effect should be submitted to the payment authority from the consignee.
- 20.4 No claims shall be made against the C.D.M.O, Koraput, Orissa in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
- 20.5 Payments in shape of Draft / Pay Order will preferably be dispatched to the supplier by Registered post with A.D or e-payment / on-line transfer or may be handed over to the authorized person of the supplier.
- 20.6 The payment of CMC will be made on a six monthly basis, after completion of warranty period and signing of the CMC agreement.

PENALTIES :

- 21.1 21.1 If the successful tenderer fails to deposit the required 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 & security deposit submitted by him along with his tender shall stand forfeited by the C.D.M.O, Korpaut, Orissa by reasons of such breach, such as failure to supply / delayed supply.

- 21.2 Violating the tender terms and conditions & non supply / supply of Not of Standard Quality equipment 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 & 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 Dist. Koraput or High Court of Orissa.

Inspection /Testing :

- 22.1 The selected supplier shall have to arrange for demonstration of the equipment at the supply point. The purchaser or its nominated representative(s) shall inspect and test the equipments at the supply point to check their conformity to the specifications and other details incorporated in the contract.

CONDITIONS APPLICABLE TO LOCAL MSEs / SSI OF ORISSA:

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

- 23.1 Attested copy of valid manufacturing licence.
- 23.2 P.M.T Certificate from the Director of Industries, Orissa or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Orissa, provided that MSE / SSI units has not been derecognised by the Govt. for that specified period.
- 23.3 Local Micro & Small Scale Enterprises (MSE) and Khadi & Village industrial units including handloom and handicrafts will enjoy a price preference of 10% vis-à-vis over local medium and large industries as well as industries outside the State. Local Micro & Small Scale Enterprises having ISO, ISI Certification for their

product shall get an additional price preference of 3% as per provision of IPR-2007.

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



Section IV

CR SYSTEM WITH MAMMO COMPATIBILITY Product &

Manufacturer Quality Standards:

1. Should be USFDA or European CE approved product.
2. Manufacturer and Supplier should have ISO 13485 certification for quality standards.
3. Electrical safety conforms to the standards for electrical safety IEC 606011-General requirements(or equivalent BIS Standard).
4. Shall meet internationally recognised standard for Electromagnetic Compatibility (EMI/EMC).

TECHNICAL CHARACTERISTICS

1. Digitizer (CR) system should have capacity to process more than 60 or more cassette/films per hour of 14 X 17" size.
2. Standard work station (Console) coupled with CR image storage capacity – at least 2000 images specify the numbers. It should have a resolution of 5 pixels/mm (Minimum) for standard resolution cassette & up to 20 pixels/mm or more.
3. Separate DICOM workstation in ultra modality with all processing facilities in a centralized reporting.
4. Other feature of CR system.
 - Image post processing.
 - Window leveling
 - Annotation
 - Area of interest Zoom
 - Magnification
 - Flipping & panning
 - Automatic exposure correction
 - Pre view software
 - Edge enhancement stepwise
 - Contrast/Brightness adjustment
 - Shuttering / ROI Finder
 - Application related software like Pediatric should be available – The system should have software & hardware to perform full leg/Full spine/ Long Body imaging/imaging stitching.
 - DICOM Print
 - DICOM image output to network workstation.
 - Grid Pattern removal software & noise compression processing.
 - Gray Scale reversal
 - Rotation
 - Image preview time 25 to 60 Sec. (For large image)
 - System should be fully compliant with DICOM.
 - Automatic cassette identification through bar code reader.
5. Laser camera with at-least three film size on line 14"X 17", 10" X 12", & 8" X 10"
6. Contrast spatial / Reading resolution 10 pixel/ mm or more constant high resolution in all sizes. True size printing should be possible from reader console.

7. Automatic exposure correction & facility for maneuvering reading sensitivity manually.
8. Gamma curves for multiple object intensity processing.
9. Registration & cassette identification should be possible to be done before & after the exposure (Pre/Post registration)
10. Specification for Laser Camera
 - Mention Spatial resolution higher level preferable minimum 500 DPI/PPI.
 - Mention Gray Scale resolution : more than 12 bits preferable
 - Mention Processing capacity/hour for (14" X 17") films, It should be more than 60 films/Hour
11. Acceptable film size: 14"X 17", 10" X 12" & 8" X 10" and Mammo film size (15" X 30"
 - Online film size: at least three film size
 - DICOM compatible
12. CR workstation should have following feature
 - Multiple image printing with multiple format
 - Measurement of image, insert scale
 - Preloaded annotation
 - DICOM CD writing & reading
 - Image inverse, image flipping, image magnification, zooming
 - Reporting format
 - Image preview
 - Image cropping
 - Printing multiple patient on one film
 - CD writing for multiple patient on one CD
 - Should have a hard disk of 1 TB or more for storing image.

Note: The cost of one pack (Consisting of 100films) from each size of films (4 sizes (14"X 17", 10" X 12" , 8" X 10", 15" X 30")) must be quoted separately in the separate price bid format in pdf (Format-A) which shall be taken into account for evaluation and shall be approved for the warranty period of 5 yrs.

2. X-RAY UNIT (300mA)

Product & Manufacturer Quality Standards:

- Should be USFDA/European CE/BIS approved product.
- Manufacturer or Supplier should have ISO 13485 certification for quality standards.
- Electrical safety conforms to the standards for electrical safety IEC 60601- General requirements(or equivalent BIS Standard)
- Shall meet internationally recognised for Electromagnetic Compatibility (EMI/EMC)
- The model should have AERB type approved.

Technical Specification:

High Frequency X-Ray machine suitable for general Radiography.

X-Ray Generator:

- High Frequency X-Ray generator having Frequency of 40 KHz more suitable for Radiography should be provided.
- Power output of generator should be 25 KW or more.
- Radiography KV range should be 40 to 110 KV or more.
- mA range (Rad.) : 300mA or more
- Exposure time (Rad.): 1 ms to 2 sec. with maximum numbers of steps.

Control:

- The control panel should be supplied in floor or wall mount with Spill Proof design following features should be available on the control panel.
- Machine ON/OFF switch • Digital Display of KV& mAs. • KV & mAs increase and decrease switches.
- Tube focal spot selection switch.
- Ready and x-ray on switch with indicators.
- Bucky Selection switch.
- Self diagnostic Programme with Indicators for Earth fault error, KV error, filament error & Tube's Thermal Overload.

X-Ray Tube:

- One No Dual focus Rotating Anode thermally protected having focal spot of 1mm or less small Focus and 2mm or less large Focus.
- Anode heat storage capacity of tube should be more than 140 KHU.
- One no manual collimator with aluminium filter & for adjustment of exposure area.

Column Stand:

- It should have floor to ceiling stand with vertical counter balanced travel.
- It should have 360 deg. Rotation.
- It should be provided one vertical bucky stand with machine.

Table:

- Five position manual tilt table having bucky grid ration of 8:1 with 85 lines per inches should be provided.
- The bucky tray should accept cassette of 8"x10", 10"x12" and 14"x17" size.
- Weigh bearing capacity of minimum 200kg.

Accessories:

Machine should be supplied with following transducers:

- a) 4 No. light weight whole body lead aprons , thyroid shield, gonad shield, lead goggles

Power Supply:

- Power unit: Input voltage- 400V-440V AC, 50Hz ; 3 -phase
- Servo stabilizer of appropriate capacity to be installed.

Training, Installation & Other Requirements:

- Availability of three phase uniform power supply.
- Safety and operation check before handover.
- To be installed in a separate room.
- Facility for dark room should be available.
- Certificate of calibration and inspection of parts from the manufacturer.
- Should impart training of users on operation and basic maintenance.
- Advanced maintenance tasks required shall be documented.
- 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.

3.MOBILE X-RAY MACHINE 100MA HF

Product & Manufacturer Quality Standards:

- Should be USFDA/ European CE/BIS approved product.
- Manufacturer and Supplier should have ISO 13485 certification for quality standards.
- Electrical safety conforms to the standards for electrical safety IEC 606011-General requirements(or equivalent BIS Standard)

- Shall meet internationally recognised standard for Electromagnetic Compatibility (EMI/EMC) .
- The model should be AERB type approved

TECHNICAL CHARACTERISTICS

Mobile X-Ray machine:

- High Frequency generator of 40KHz or more.
- Radiographic KV: 40 to 100KV.
- Rad mA: 100mA or more
- Output power: 5.0 KW.
- mAs range: 1 to 200mAs

X-Ray tube head:

- Monoblock version X-Ray Tube Head with Rotating Anode Single focus X-Ray Tube. The monoblock consists of Tube, H.V. transformer, filament transformer, H.V. Rectifiers & Capacitors, all immersed in High Grade, High dielectric oil.
- One No. Manual Collimator should be provided, with auto off facility.

Tube Stand:

- Mobile Stand with 4-wheel design, which ensures easy mobility and steering. The Spring Balance Stand should be very light in weight with tube arm.
- It should be very easy to manoeuvre & allows smooth movements of Tube Head in vertical Plane.
- Lead lined cassette storage box.
- Large wheels for easy mobility should be provided.
- The stand is designed for maximum manoeuvrability of the unit and is able to achieve tube focus to floor distance of minimum 75 inch and tube focus to tabletop distance of minimum 46 inches (Standard Radiography Table).
- The equipment should occupy minimum floor area & is capable to be taken through elevators with ease.

Control Panel:

- KV Increase & Decrease Switches.
- mAs Increase & Decrease Switches
- Machine ON/OFF Switch.
- Collimator Lamp 'ON' Switch.
- Stand by & Exposure Switch.
- Self diagnostic Programme with indicators for:
 - o Earth fault Error
 - o KV Error
 - o Filament Error
 - o Tube head Thermal Error
- Stand by (Ready) & X-Ray On Indicator.
- Incoming Voltage Indicator. There should be provision for the machine to work from 190Volts Input supply to 250V input supply.
- Anatomical Programming Radiography (i.e. APR) should be provided in which KV and mAs are automatically selected depending upon the physique of the patient and part of the body to be X-Rayed.

There should be a provision that the control should get off, if no key is pressed for 10Min. A Hand Switch with Dual action for exposure Release with Retractable Cord is provided for Radiation Protection to the Operator. There should be cordless remote for exposure along with corded exposure switch.

Power supply:

230V, AC, 50Hz. 15 Amps ,single phase.

Machine should be supplied with following:

1. 2 No. BARC Approved whole body lead aprons with all attachments.

SECTION -V

ANNEXURES

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



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

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

COVER – A (TECHNICAL BID)	Please put ✓ in the respective box		
	DOCUMENTS : SUBMITTED OR NOT	Yes	No
1. List of Item (s) – Annexure II	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Tender document Fee	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Earnest Money Deposit	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III)	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Manufacturer's Authorization Format (Annexure – V)	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Proof of avg. Annual turnover of Rs. 1.00 crore or more for preceding 3 financial years (Annexure - VI)	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Performance Statement with user certificate during the last two year (Annexure -VII)	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Copies of Purchase order (Item wise) in support of the performance statement	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Deviation/No deviation Statement (Item wise) & details of technical specification (Annexure –VIII A & B)	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Leaflets/Technical Brocheures of the Products offered (Item wise)	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Copy of Manufacturing License / import license	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Copy of Valid ISO Certificate	Page <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Attested Photocopy of Up-to-date CE / US FDA/BIS Certificate (Item wise) (As per technical specification)	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Attested Photocopy of AERB certificate (As per technical specification)	Page <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Photocopy of PAN,GST & IT clearance for last three years	Page No. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Copy of original Tender and schedules, duly signed by the Tenderer	Page <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No.

Official Seal:

ANNEXURE – III
(Refer Clause No. 3.5)

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

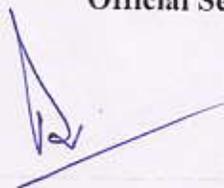
DETAILS OF THE TENDERER & LOCAL CONTACT PERSON

	Corporate Office (The address in which the purchase orders and payment details will be communicated)	Local Contact Person / Branch Office / Zonal Office / Service Centre if any, in Orissa.
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 _____, Orissa 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 Orissa.

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 CDMO, Koraput
Deptt. of Health & Family Welfare
Govt. of Orissa.

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 as required by the purchaser.

Yours faithfully,

(Signature with date, name and designation)

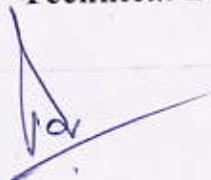
For and on behalf of Messrs _____
(Name & address of the manufacturers)

Seal

Note :

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



(To be furnished in the letter head of the Auditor)

ANNUAL TURN OVER STATEMENT

The Annual Turnover for Equipment products of
M/s _____
who is a manufacturing 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.	2015 - 2016	-
2.	2016- 2017	-
3.	2017 – 2018	-
<i>Average Annual Turnover</i> (for the above three years) in Crores (Rs.) _____		

Date:
Place:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

Note:

- a) *To be issued in the letter head of the Auditor.*
- b) *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

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last two 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 2 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

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

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

Annexure VIII A

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*)

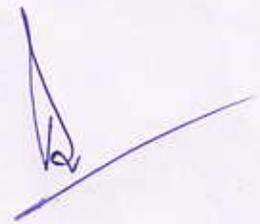
Annexure VIII B

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.

Signature of the Bidder



Name :

Date :

Place :

Seal

Section-B

(To be submitted in COVER B - PRICE BID)

A handwritten signature or set of initials in blue ink, consisting of a vertical line, a diagonal line, and a horizontal line, with a small 'a' or similar character below the vertical line.

To be submitted in Cover B – Price Bid

ANNEXURE-IX

MODEL TENDER FORMAT (PRICE SCHEDULE)

(1) Name of the Item (Item mentioned in the schedule of requirement) (With Make & Model)	(2) Specification (Section V)	(3) Unit Price of One Set of X Ray unit which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & excludes GST Cost in Rs. (both in words & figures)		(4) CMC (excluding Service Tax) for three years after expiry of two years warranty period (please mention on yearly basis)	(5) **Cost of Turnkey if any (all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation)	*Total Cost (Unit Price with CMC & Turnkey if any) (Exclusive of CST/VAT & ET)	(7) GST (if any) on & above the item price mentioned in (3) (Mention, the % of GST & it's value in Rs.)	(8) Total cost (column 6 + 7)
		(3)						
						6=3+4+5		
				1 st year: 2 nd year: 3 rd year: Total				

* The Unit Price shall be taken into account for evaluation. This will exclude the GST, TURNKEY & CMC if any. All cost should be charged separately.

Date :
Place :

Signature of the Bidder:

Name

Seal

ANNEXURES X XI,XII

(Agreement, Warranty and CMC Undertaking)

A handwritten signature in blue ink, consisting of a stylized 'V' shape with a horizontal line extending to the right and a vertical line extending downwards from the top of the 'V'.

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 C.D.M.O/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 the purchase order value which will be deposited in RKS / ZSS or other accounts as decided by the authority with the warranty for 2 years agreement to the consignee.

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

TURNKEY JOB:

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



UP-TIME BALANCE :

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

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

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

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

For 2 years warranty = 8322 x2 = 16644Hours

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

DOWNTIME PENALTY CLAUSE:

During the Guarantee / warranty period, desired uptime will be 95% of 365 days (24 hour) if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipment for **TWO YEARS** from the date of installation at the site. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the consignee if required.

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

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

COMPREHENSIVE MAINTENANCE CONTRACT:

The supplier will provide CMC for 3 (three) years after the completion of 2 years comprehensive warranty period.

INSTALLATION AND DEMONSTRATION :

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

TRAINING :

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

PERT CHART :

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

INCIDENTAL SERVICES :

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

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

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

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

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

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

The tenderers shall clearly mention the price of the instruments / equipments inclusive of warranty for a period of 2 (two) years commencing from the date of installation. The tenderers shall submit undertaking for C.M.C (Comprehensive Maintenance Cost) for a period of 3 (three) years from 3rd year onwards duly signed by authorised signatories for the execution at appropriate time (Annexure – X & XI).

SPARE PARTS :

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (2 years) during the CMC period.



COMPREHENSIVE WARRANTY :

This warranty shall remain valid for two (2) years from the date of installation & commissioning of the machine / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

The warranty will cover all the parts of the machine or item and any replacement or repair required within the warranty period will be provided by the supplier free of cost at the destination point (Installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during warranty period.

The Supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials (even if the advanced facilities are not mentioned in our product specification) . The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

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

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

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

GOVERNING LANGUAGE :

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

DELIVERY OF DOCUMENT :

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

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

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



INSURANCE :

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

PACKAGING :

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

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

- 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 C.D.M.O/C.M.O 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 C.D.M.O/C.M.O 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.O/C.M.O 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.O/C.M.O and the tenderer shall be liable for all losses sustained by

the C.D.M.O/C.M.O 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. Kendujhar or High Court, Orissa.

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.100/- 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. 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 2year comprehensive warranty is valid from dt. _____ to dt. _____.
- v. 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.100/- 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 Orissa 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.

