



**OFFICE OF THE CHIEF DISTRICT MEDICAL AND  
PUBLIC HEALTH OFFICER, MAYURBHANJ**

**DISTRICT PROGRAMME MANAGEMENT UNIT (DPMU), NHM, Mayurbhanj, Odisha**

E\_mail : [dpmumay@gmail.com](mailto:dpmumay@gmail.com), [fmg.nhm.may@gmail.com](mailto:fmg.nhm.may@gmail.com) tel. no.-06792-254458



**ZILLA SWASTHYA SAMITI MAYURBHANJ  
TENDER CALL NOTICE**

Letter No- 3580

Date- 21/08/19

Sealed tenders are invited from interested agencies having adequate experience in taking up the "TrueNat and Chips". Details regarding the items and terms and conditions may be downloaded from the website [www.mayurbhanj.nic.in](http://www.mayurbhanj.nic.in). The tender should be reached in the office of the undersigned as per the date mentioned in the tender paper through registered post/speed post. The pre-bid tender committee meeting will to be held on dt.27.08.2019 at 11 am. The last date of the bid submission on dt.04.09.2019 at 1 PM and tender will be opened on dt.05.09.2019 at 11AM in the Office Chamber of CDM&PHO, Mayurbhanj The undersigned will not be held responsible for any postal delay and reserves the right to reject any or all the tenders without assigning reason thereof.

Sd/-  
Dr. P.K. Mohapatra  
Chief District Medical and  
Public Health Officer, Mayurbhanj

  
CDM and Public Health Officer  
Mayurbhanj



**CHIEF DISTRICT MEDICAL AND  
PUBLIC HEALTH OFFICER,  
MAYURBHANJ**

**Tel: 0672-252671;**  
**e-mail : dpmumay@gmail.com,**

Tender Reference No. CDM&PHO/2019-20/3580

**TENDER DOCUMENT  
FOR  
SUPPLY OF  
TrueNat & Chips**

**Address for Correspondence- Office of the  
Chief District Medical & Public Health Officer,  
Mayurbhanj  
At/Po-Baripada, Dist- Mayurbhanj, Odisha  
Pin-757001**

**OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC  
HEALTH OFFICER-MAYURBHANJ**

## SECTION -I

### NOTICE INVITING TENDER

Tender Reference No. : . CDM&PHO/2019-20/ 3580 Dated: 21.08.2019

**TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR SUPPLY TrueNet & Chips.**

1	Period of Availability of Tender Document	From: 21.08.2019 to 04.09.2019 (Downloadable from website: <a href="http://www.mayurbhanj.nic.in">www.mayurbhanj.nic.in</a> ) 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	Date, time & place of Pre-bid meeting	Date : 27.08.2019, Time : 4.00 PM Place : Office Of The Chief District Medical & Public Health Officer, Mayurbhanj
3	Last date & time for submission of Tender	<b>Date: 04.09.2019, Time: 1.00 PM</b> <b>Address of Submission of Bid:</b> OFFICE OF THE CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER, MAYURBHANJ <b>At/Po- Baripada, Dist- Mayurbhanj, Pin- 757001</b> <b><i>(Through Speed post / Registered post/courier service)</i></b>
4	Date, time and place of opening of Tender	<b>A. Technical Bid (Cover A) opening 04.09.2019 at 4.00 PM in the address mentioned above.</b> <b>B. Financial Bid (Cover B):</b> <i>The date of opening of financial bid will be intimated to the firms found successful in the technical bid evaluation.</i> <b><i>( Venue is mentioned at the address mentioned above)</i></b> <b><i>(Bidders / authorized representative may remain present at the time of opening of bid)</i></b>

## SECTION -II

### IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Mode of Procurement	Through Open Advertisement
2.	Purchaser	Chief District Medical and Public Health Officer, Mayurbhanj
3.	Consignee	Superintendent SDH,CHC etc of District Mayurbhanj
4.	Delivery Period	Within 30 <b>days</b> from issue of the purchase order.
5.	Mode of Delivery	By Air / Road / Rail
6.	Guarantee / Warranty /CMC	<b>Comprehensive warranty</b> including all spares, maintenance etc. for a period <b>3 (three) years</b> from the date of installation & commissioning and <b>3 (three) years</b> CMC after warranty period. In case of Medical instrument.
7.	<b>Earnest Money Deposit (EMD)</b>  (The <b>approx. no.</b> of equipment is mentioned in the Schedule of requirement – Section IV)	<b>The bidder may quote for any or all the equipment by submitting the required EMD of ₹ 20,000/-.</b> The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of ZSS Non NRHM, Mayurbhanj from any Nationalised / Scheduled Bank <b>payable at Baripada.</b> EMD exemption is not permitted except to local SSI units registered in Odisha only.

## SECTION -III

### TERMS AND CONDITIONS FOR SUPPLY MEDICAL EI&F

1.1 Sealed tenders will be received till dt.04.09.2019 up to 1 P.M by the office of the Chief District Medical and Public Health Officer, Mayurbhanj. 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.**

1.2 The bidder(s) are to submit their tenders in **separate** sealed covered envelops for **technical bid, Technical Specification** and **commercial bid** by super scribing **Cover "A" (Technical Bid), & Cover "B" (Price Bid)** and three of the sealed covers should be put into a fourth **outer Cover**, which should be super scribed as "Tender for supply Medical Equipment, Instrument & Furniture" & Tender Reference No.3580.

1.3 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened in the office chamber of the Chief District Medical and Public Health Officer, Mayurbhanj on dt.05.09.2019 at 4.00 PM. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

### ELIGIBILITY CRITERIA

The authorized distributor will submit the following documents along with the tender:

- a) A copy of Valid GST registration certificate.
- b) A copy of PAN card.
- c) EMD ₹.20,000/- (Rupees Twenty thousand)

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, Cover "B" Technical Specification and Cover "C" Price bid.

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

### COVER - B PRICE BID

The price to be quoted for medical equipments should be sent in the prescribed price format in a separate sealed covers hereafter called **Cover "B" (Price Bid)**. **Cover - B (Price Bid) of the tenderers who qualify in it's Technical Bid (Cover - A) complies to tender specification & find to be as per technical specification and Product demonstration (if required) 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).
- 4.2 The Cover “B” of tenderers, who qualifies in their technical bid, will only be opened at the office of CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER- MAYURBHANJ date & time which will be intimated to them by C.D.M & P.H.O, Mayurbhanj.
- (i) GST Regd. Certificate
  - (ii) PAN Card
  - (iii) Price bid / quoted rate with signature and seal (Hard Copy).
  - (iv) Authorisation Certificate.

### **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 **ZSS, Non NRHM, Mayurbhanj** from any Nationalized / Scheduled Bank payable at Baripada
- 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.

# SECTION -V(1)

## TECHNICAL SPECIFICATION

### 1) Truenat :

#### Broad Platform Specifications for Truenat MTB/ Truenat MTB-RIF

##### Specification

Chip based Real Time PCR test for Mycobacterium tuberculosis and follow on test for Rifampicin resistance.

A point of care real time PCR platform offering a complete end to end solution for multiple disease diagnosis, without requiring any specific infrastructure or skills and with following specifications.

1. Rifampicin resistance test to be conducted only on MTB positive samples
2. Rifampicin test to be provided free of cost upto 20% of MTB test ordered.
3. Fully automated Cartridge based extraction and Chip based PCR
4. Simple and easy procedure for use by minimally trained technician.
5. Sample to result turn around within one hour
6. Ability to store extracted nucleic acids for future use.
7. Battery/ mains operated with sufficient back up for an 8 hour working day.
8. Capable of working under ambient conditions.
9. Long shelf life ( 2 years) of reagents and consumables upto 30 C storage. Ability to withstand short term exposure to higher temperatures upto 40 C.
10. Ready to use reagents. All consumables and accessories for running the test to be provided.
11. Capable of testing multiple diseases such as TB, Rifampicin resistant TB, H1N1, Dengue, Chikungunya, Malaria, HPV, Typhoid, STIs etc.
12. Sample decontamination at first point of collection
13. Light weight and portable for near patient and field use.
14. On board display of results. On board memory for storing results.
15. Wireless Data transfer capability even from remote areas with GSM network.
16. Proven ability to be deployable at PHCs/ CHCs.
17. Maintenance free.

### 2) Truenat MTB - RIF chip

##### Specifications.

Truenat™ MTB-RIF (REF 601110005 / 601110020) is a chip-based Real Time Polymerase Chain Reaction (PCR) test for the detection of Rifampicin resistance in Mycobacterium tuberculosis (MTB) in Truenat™ MTB positive human specimen and aids in the diagnosis of MDR-TB. This test detects the presence of major mutations (SNPs) in the MTB genome that are known to cause resistance to

rifampicin. Truenat™ MTB-RIF runs on the Truelab™ Uno Real Time micro PCR Analyzer. This is a follow on test, to be performed only on the extracted DNA from Truenat™ MTB positive sample.

Truenat™ MTB- RIF is a disposable, room temperature stable (2-30°C), chip-based Real Time PCR test with dried MgCl<sub>2</sub> in reaction well and freeze dried PCR reagents in microtube for performing Real Time PCR test for detection of Rifampicin resistant Mycobacterium tuberculosis.

The target sequence for this kit is the RRDR region of the rpoB gene (between codon positions 509 and 533), representing mutation hot spots known to be related to rifampicin resistance.

### **Contents.**

- A. Individually sealed pouches, each containing
  1. Truenat™ MTB micro PCR chip.
  2. Microtube with freeze dried PCR reagents.
  3. DNase & RNase free pipette tip.
  4. Desiccant pouch.
- B. Trueprep™ AUTO MTB Sample pre-treatment pack containing
  1. Liquefaction buffer
  2. Lysis buffer
  3. Disposable transfer pipette (graduated)
- C. Trueprep Auto Universal Cartridge Based Sample Prep Kit containing
  1. Reagent pack
  2. Cartridge pack
  3. Disposable transfer pipette



# **SECTION –VI**

## **ANNEXURES**

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

## CHECK LIST

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

**Note: Documents has to be arranged serially as per the order mentioned in the check list.**

Please put  under the respective box of Yes or No

<b>COVER – A (TECHNICAL BID)</b>			DOCUMENTS : SUBMITTED OR NOT	
<b>SI No</b>	<b>Contents</b>	<b>Page No</b>	<b>Yes</b>	<b>No</b>
1	List of Item (s) – Annexure II			
2	Tender document Fee			
3	Earnest Money Deposit			
4	Details of Manufacturing Unit / contract person Liasioning agent / servicing centre (Annexure III)			
5	Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate			
6	Manufacturer's Authorization Format (Annexure-V) (for distributor/Importer ) (Itemwise)			
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 )			
8	Performance Statement (Item wise) during the last three years (Annexure -VII )			
9	Copies of Purchase order (Item wise) in support of the performance statement			

10	Deviation/No deviation Statement (Item wise) & details of technical specification (Annexure -VIII A & B)			
11	Leaflets/Technical Brochures of the Products offered (Item wise)			
12	Copy of Import license (In case of Importer)			
13	Copy of Valid ISO Certificate			
14	Attested Photocopy of Up-to-date CE / US FDA/BIS Certificate (Item wise) (As per technical specification)			
15	Attested Photocopy of Up-to-date IEC Certificate (Item wise) (As per technical specification)			
16	Photocopy of PAN			
17	Photocopy of GST certificate			
18	Copy of original Tender and schedules, duly signed by the Tenderer			

**ANNEXURE II**  
(Refer Clause No. 3.2)

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

**LIST OF ITEM(S) QUOTED**

SI No	Name of Item(s)	Name of Manufacturer	Make	Model Name	*Details of offered product at Page No. (s)

Signature of the Tenderer :

Date :

Official Seal:

**ANNEXURE - III**  
(Refer Clause No. 3.5)

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

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

	<b>Corporate Office (The address in which the purchase orders and payment details will be communicated)</b>	<b>Address of Local Contact Person / Branch Office / Zonal Office / Address of Service Centre if any, in Odisha.</b>
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)		
GST regd.	(Furnish photocopy of GST)	
PAN	(Furnish photocopy of PAN)	
Details of the Service Centre Facilities (in Odisha)		

**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 / We .....having My /  
our .....office  
at.....do declare that I / We have  
carefully read all the terms & conditions of tender of the \_\_\_\_\_,  
Odisha for the supply of medical equipments. The approved rate will remain  
valid for a period of one year from the date of approval. I will abide with **all  
the terms & conditions** set forth in the **Tender Reference no.**  
\_\_\_\_\_

I/We do hereby declare I/We have not been de-recognised / black  
listed by any State Govt. / Union Territory / Govt. of India / Govt.  
Organization / Govt. Health Institutions for supply of Not of Standard  
Quality 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 equipment in Odisha.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

**Affidavit before Executive Magistrate / Notary Public.**

**ANNEXURE – V**  
(Refer Clause No. 2.2(i))

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

**MANUFACTURER’S AUTHORISATION FORMAT**

To

\_\_\_\_\_.

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir,

We, ----- are the manufacturers of -----  
----- (name of equipment(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 equipment(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 (3 years comprehensive warranty) and also full back-up support for 3 years AMC/CMC after the warranty period as required by the purchaser.
4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty and AMC/CMC 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.

**ANNEXURE - VI**  
(Refer Clause No. 3.8)

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

<u>SI.No.</u>	<u>Year</u>	<u>Turnover in (Rs.)</u>
1.	2015 - 2016 (FY) -	
2.	2016 - 2017 (FY) -	
3.	2017 - 2018 (FY) -	

**Average Annual Turnover** (for the above three years) in (Rs.)\_\_\_\_\_

Date: \_\_\_\_\_ Signature of Auditor/  
Place: \_\_\_\_\_ Chartered Accountant  
(Name in Capital)  
Seal \_\_\_\_\_ Membership No.-  
Registration No. of Firm

**Note:**

- a) To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the Membership no.
- b) **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.



## ANNEXURE – VII

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

### PROFORMA FOR PERFORMANCE STATEMENT

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

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

Tender Reference No. : \_\_\_\_\_

Name of Manufacturer : \_\_\_\_\_

Name of the Item : \_\_\_\_\_

Sl No	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										
..										
..										
<b>Total Qty</b>										

#### **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.

**ANNEXURE VIIIA**  
*(Refer Clause No. 3.9)*

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

**STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS**  
**(IF ANY)**

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

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

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

Signature of the Bidder

Name :

Date :

Place :

Seal

**ANNEXURE VIII B**  
*(Refer Clause No. 3.9)*

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

**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.	**Page no. of the Catalogue / Leaflet where Para wise compliance information as per technical specification is available
1					
2					

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

\*\* It is mandatory to mention the page no(s) in the format as mentioned above.

Signature of the Bidder

Name :

Date:

Place:

Seal:

# ANNEXURE - IX

## (To be submitted in COVER B - PRICE BID)

[ Note : Price schedule should be submitted in separate sheets for each item(s) quoted and sealed in separate envelopes. Each envelop should be super scribed with the *Item Name* & all the envelopes should be sealed in a outer Cover envelop super scribed as **Cover B - Price Bid**]

### List of Enclosures to be submitted in Price Bid:

- Price schedule format duly filled in and signed by the authorized signatory with company seal.
- Price schedule for each item sealed in separate envelopes super scribed with Item Name.
- Photocopy of up-to-date GST certificate.

## ANNEXURE-IX

(Refer Clause No. 4.1 & 8.15)

### To be submitted in Cover B - Price Bid FORMAT - PRICE SCHEDULE

Name of the Item (s) (Items mentioned in the schedule of requirement)	Make & Model	Unit Price with all accessories which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 3 (three) years onsite warranty & excludes GST Cost in Rs. (both in words & figures)	CMC (excluding GST) for three years after expiry of three years warranty period (please mention on yearly basis)	**Cost of Turnkey if any (all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation))	*Total Cost of the Item (Unit Price with CMC & Turnkey if any) (Exclusive of GST & oth)	GST & oth. (if any) on & above the item price mentioned in (3) (Mention whether GST and oth, the % of tax & it's value in Rs.)
1	2	3	4	5	6=3+4+5	7
			1 <sup>st</sup> year after warranty:			
			2 <sup>nd</sup> year after warranty:			
			3 <sup>rd</sup> year after warranty:			
			Total :			

Price of each item (s) quoted should be mentioned separately in separate sheet & should be sealed in separate envelopes

\* GST which will be chargeable on the price (3) shall be mentioned separately in column 7 above.

\*\* The cost of turnkey shall only be quoted if any specific accessories/equipment is required for installation & commissioning. In case of turnkey, the details of accessories/equipment are to be mentioned.

Signature of the Bidder:  
Name :

Date :

Place :

Seal

1. Rates should be quoted both in figures & words for each item and if there is any discrepancy, the quoted rates in words will be taken for evaluation.
2. The tenderer has to mention the make / brand, specification, warranty of all the items in turn key.

# **ANNEXURES**

**(Agreement, Warranty and CMC  
Undertaking  
to be submitted at the time of  
award of contract)**

**ANNEXURE - X**  
*(Refer clause no. 7.2)*

**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 1<sup>st</sup> Party

**AND**

The CDM & PHOMayurbhanj

Represented through the

\_\_\_\_\_/ **THE**  
**CONSIGNEE**

Hereinafter called the "PURCHASER" \_\_\_\_\_ as 2<sup>nd</sup> 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 2<sup>nd</sup> 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>Qty</u>	<u>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 three 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.

### **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. Mayurbhanj may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 60 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. 60 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 :-**

**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/bank guarantee amounting to 10% of the purchase order value which will be deposited with the O/o CDM & PHOMayurbhanj.

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 **THREE 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 3 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.

#### **INCIDENTAL SERVICES:**

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

- c. Furnishing of detailed operations and maintenance manual literatures for each appropriate unit of supplied Goods.
- d. Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of three (3) years i.e. the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this contract.
- e. 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.
- f. 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.
- g. The price of the instruments / equipments is inclusive of warranty for a period of 3 (three) 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 3<sup>rd</sup> 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 (3 years) during the CMC period.

**COMPREHENSIVE WARRANTY :**

This warranty shall remain valid for three (3) 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 &P.H.O/Directors) incurred by the purchaser.

Within warranty period the service engineer has to provide minimum two preventive maintenance (six month interval) visit other than complain and this has to be ensured by service report. Penalty: Any delay in attending the PM the delay period will be added to the warranty period.

**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 :**

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

- 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 equipment giving part number with reference to assembly.
- v. Name & address of the consignee
- vi. Name & address of the supplier.

### **TERMS OF CONTRACT :**

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

### **PENALTIES :**

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

If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or

description or are otherwise faulty or unfit for consumption / use & rusted then the contract price or prices of such articles on full will be recovered from the tenderer, if payment had already been made to him or the tenderer will not be entitled to any payment for that item & no further order will be given to him. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the CDM & PHO, Mayurbhanj and the tenderer shall be liable for all losses sustained by the CDM & PHO, Mayurbhanj 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 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  
by Supplier(s)

Executed

In presence of (Witness)  
(Witness)

In presence of

## ANNEXURE - XI

(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:  
competent authority

Place:  
the company / firm.

Signature of the

on behalf of

Seal of the firm.

### **N.B:**

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

## **ANNEXURE - XII**

(Refer Clause No. 11.1 to 11.6 & 13.1)

### **UNDERTAKING**

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

Tender ref. No. \_\_\_\_\_

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we \_\_\_\_\_ hereby  
declare that

1. I / we am / are the manufacturers / authorized agents / distributors of \_\_\_\_\_.
2. I / we do accept / agree for the all clauses including the warranty 3 years followed by 3 years CMC) and payment terms and conditions of this tender.
3. I / we do hereby confirm that the prices / rates quoted are fixed and are at par with the prices quoted by me / us to any other Govt. of India / Govt. of Odisha Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
4. I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
5. I / we have necessary infrastructure for the maintenance of the equipment and will provide all the accessories / spares as and when required.
6. I / we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee / warranty / maintenance of the machinery /



equipment and have provided written confirmation for the same.

7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the equipment's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 3 years warranty period.

Signature of the witness  
the Tenderer  
Name & address  
address

Signature of  
Name &

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.