

OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER,
MAYURBHANJ

ଜିଲ୍ଲା ମୁଖ୍ୟ ଚିକିତ୍ସା ଓ ଜନ ସ୍ୱାସ୍ଥ୍ୟ ଅଧିକାରୀ, ମୟୂରଭଞ୍ଜ

(TRUENAT/TRUELAB (PCR Analyzer with Cartridge)

(ତୁନାଟ ଏବଂ ପିସିଆର ଏନାଲାଇଜର) ସହିତ କ୍ୟାରିଜ୍ ସାମଗ୍ରିକ କ୍ରୟ ସମ୍ବନ୍ଧେ ବିଜ୍ଞାପନ)



ZILLA SWASTHA SAMITI MAYURBHANJ

TENDER CALL NOTICE


Letter No- 192

Dated- 17/01/2020

Sealed tenders are invited from only authorised agencies for this tender to supply "TRUE NAT/TRUELAB (PCR Analyser with cartridge) to the office of the undersigned. Details regarding the items and terms and condition may be downloaded from the website www.mayurbhanj.nic.in. The tender should reach the office of the undersigned on or before dt. 3.02.2020 by 5pm through registered/speed post only. The tender will be opened on dt.04.02.2020 at 11 AM 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 any reason thereof.

Sd/-

Dr. Rupabhanu Mishra
Chief District Medical & Public
Health Officer, Mayurbhanj


17/1/2020

Chief District Medical & Public Health Officer
Mayurbhanj

TENDER DOCUMENT
SUPPLY OF TRUENAT/TRUELAB (PCR Analyzer with Cartridge) For RNTCP,
Mayurbhanj

Sealed tenders are invited under two-bid system only from the authorized agencies for this tender by the CDM & PHO, Mayurbhanj for supply of "TRUE NAT/TRUELAB (PCR Analyser with cartridge)

The interested bidders are required to submit their technical and financial bid separately. The bids in sealed cover-I containing "Technical Bid" and sealed cover- II containing: "Financial bid" should be placed in a third sealed cover super scribed i.e Tender for supply of "TRUE NAT/TRUELAB (PCR Analyser with cartridge) under RNTCP, Mayurbhanj and should reach at the office of the CDM & PHO, Mayurbhanj on before Dt.03.02.2020 by 5 PM. The Tenders will be opened on Dt. 04.02.2020 at 11 AM at office of CDM & PHO, Mayurbhanj. In this event of any of the above mentioned date being declared as the government holiday /closing day, the tenders will be opened on the next working day at the appointed time. The bid should be reach in the following address -

CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER
Mayurbhanj
At/Po- Baripada-757001
Dist- Mayurbhanj.

The tender documents containing eligibility criteria, scope of work, terms and conditions and draft agreement can be downloaded from the website www.mayurbhanj.nic.in. Those who download the tender document from the website should also enclose an additional DD for 2100/-(Rupees Two Thousand one hundred only) non refundable in favour of OMBADC-RNTCP Mayurbhanj payable at Baripada along with their tender bid in Cover-I Technical Bid and the EMD of Rs. 20,000/-(Twenty Thousand only) should be paid by Demand Draft in favour OMBADC-RNTCP Mayurbhanj payable at Baripada. The Tender Enquiry Documents are not transferable. Any future clarification and /or corrigendum shall be communicated through website www.mayurbhanj.nic.in .



TRUENAT/TRUELAB (PCR Analyzer with CARTRIDGE)

TERMS & CONDITION

Subject: Notice inviting Tender for supply of TRUENAT/TRUELAB (PCR Analyzer with CARTRIDGE)

1. Earned Money

Earned money by means of Rs. 20,000/-(Rupees twenty thousand only) would be enclosed with the tender (Technical bid).It is also clarified that the tender received without earnest money will be summarily rejected. The DD should be prepared in favour of OMBADC-RNTCP Mayurbhanj payable at Baripada.

- a-** No request for transfer of any previous deposit of earnest money or security deposit or payment any pending bill held by the ministry in respect of any previous work will be entertained.
- b-** Tenderer shall not be permitted to withdraw his offer or modify the terms conditions thereof. In case the Tenderer fail to observe and comply with stipulations made herein or back out after quoting the rates. The aforesaid amount of earnest money will be forfeited.
- c-** Tenders without earned money or tender cost will summarily rejected
- d-**No claim shall be liable against the DHH in respect of erosion in the value or interest on the amount of EMD .

2. Preparation and submission of Tender

- a-** The tender should be submitted in two parts i.e technical bid and financial bid. The Technical Bid and Financial Bid should be sealed by the bidder in two separate envelopes "Technical Bid for supply of TRUENAT/TRUELAB (PCR Analyzer with Cartridge) and "Financial Bid for supply of TRUENAT/TRUELAB (PCR Analyzer with Cartridge)" both sealed envelopes should be kept in a main/ bigger enveloper supper scribed as "Tender for supply of TRUENAT/TRUELAB(PCR Analyzer with Cartridge)"
- b-** Tender shall be rejected if the copy of sales Tax registration certificate(now called as GST)is not furnished. Firms shall furnish certificate on their firms' letter head stating that up to date returns have been filed and there are no dues with the concerned department. Firms shall also submit the copies of such returns (latest) submitted to the department of trade and taxes.
- C-** Hand written tender shall be accepted at bidders risk. In case of any discrepancy in the figures, the rate mentioned in words will be considered.
- d-** All the equipments quoted should be supplied along with the original catalogue with detailed data sheet.

3. Signing of Tender

All the duly filled /completed/pages of the tender should be given serial/page number on each page and signed. The individual signing the tender or other documents connected with contract must specify whether he signs as.

a- A sole proprietor of the concern or constituted attorney of such sole proprietor.

B- A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

C- Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

N.B.

In case of partnership firms, a copy of the partnership agreement or general power attorney duly attested by a Notary should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

a-In case of partnerships Firm ,where no business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.

b-A person signing the tender from any document forming part of the tender on behalf of another person should have an authority to bind such other person and if on enquiry it appears that the person so signing had no authority to do so, the CDM & PHO Mayurbhanj may without prejudice cancel the contract and hold the signatory liable for all costs , consequence and damages under the civil and criminal remedies available .

c-The tenderer should sign and affix his firm's stamp to each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as contract and no separate formal contract will be drawn, No **page should be removed/ detached from this Notice inviting tender.**

4. Opening of Tender

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of this tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

5. Validity of the Bids

The bids shall be valid for a period of 365 days from the date of finalization of the tender. This has to be so specified by the tenderer in commercial bid which may be extended if required.

6. Right of acceptance

The CDM & PHO, Mayurbhanj reserve the right to accept or reject any or all tenders /quotations without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender. The CDM & PHO, Mayurbhanj also reserves the right to accept

all the equipment/ instrument in the given tender or only part of it in any given schedule without assigning any reason. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

7. Communication of Acceptance/Right to acceptance:

The CDM & PHO, Mayurbhanj reserves all right to reject any tender including of those tenders who fail to comply with instructions without assigning any reason whatsoever and does not blind itself to accept the lowest or any specific tender. The decision of this institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation/ tender.

8. Performance Security

The successful bidder has to constitute a contract on Indian non judicial stamp paper of Rs 100/- AND ALSO REQUIRED TO FURNISH THE SECURITY DEPOSIT @ 2% of contract value in the form of FDR/DD/BG of any schedule bank in favour of OMBADC-RNTCP Mayurbhanj payable at Baripada, Validity of performance security deposit will be 60 days beyond the completion of all contract obligation (including warranty period). If the successful bidder fails to furnish the full security deposit or within 15 days after the issue of letter of Award of work ,his bid security shall be forfeited unless time extension has been granted by CDM & PHO, Mayurbhanj. After completion of warranty period, a fresh BG/DD/FDR of 2 % of AMC cost will be submitted by the supplier for performance security against AMC validity. This new BG/DD/FDR will be 60 days beyond AMC period .After submission of new security deposit, old security deposit will be released.

9. Delivery and Installation

The successful bidders should supply the complete consignment within 4 weeks from the date of supply order and this clause should be strictly adhere to, failing which administrative action an deemed fit under rule will be taken against the defaulter.

10. Inspecting, Testing and Quality Control

- I. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- II. The inspector shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the contract, and he may require the supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place
- III. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind, which the Inspector may demand of him for any test and examination, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with condition aforesaid, the Inspector shall remove for test and examination all or any of the goods manufactured by the supplier to any premises other than his (Supplier's)

and in all such cases the supplier's shall bear the cost of transport/ and carrying out such tests elsewhere. A certificate in writing of the Inspector that, the Supplier has failed to provide the facilities and the means for test and examination shall be final.

- IV. The supplier shall also provide the deliver for test, free of charge, at such place other than his premises as the Inspector may specify such materials or goods as he may require for tests for which supplier does not have the facilities or special/ Independent tests.
- V. The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof of such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- VI. Goods accepted by the purchaser/ CDM & PHO, Mayurbhanj and/ or its Inspector at initial inspection and in final inspection in terms of the contract should in no way dilute purchaser/ CDM & PHO, Mayurbhanj right to reject the same later.
- VII. The Purchaser's/ Inspector reserve the right to inspect the materials after receiving the finished goods at destination. All the suppliers shall be accompanied with the manufacturer's certificate that the materials confirm to the specifications. Further to above if on the goods being rejected by the Inspector or CDM & PHO, Mayurbhanj at the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery the Purchase shall be at liberty to:
 - (a) Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, replaced goods but without being entitled to any extra payment on that or any other account.
 - (b) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchase, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract or
 - (c) Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the purchase, which shall be final, readily available) at the risk and cost of the Supplier.
 - (d) The Inspector shall have the power:-
 - Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - To reject any goods submitted as not being accordance with particulars.
 - To reject the whole of the installment tendered for inspection, if after inspection of which portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory.
 - To demand all cost incurred in the inspection and/or test, cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work however if goods are accepted all cost incurred shall be borne by the Purchaser.

- Inspector's decision as regards the rejection shall be final and binding on Supplier.

11. Warrantee, Service , Maintenance

A-The tenderer must quote for 2 years onsite warranty from the date of completion of satisfactory installation as certified by the stipulated committee. The warranty charge shall not be quoted separately otherwise the offer shall be summarily rejected. Also the Bidder should submit their quote for subsequent 5 years on site AMC . Failure to comply this condition will entail the rejection if the bids. The price competition shall be made taking into account on basic price and post warranty AMC . The Rate contracting authority reserve the right to award AMC (without spare parts).So the price of AMC should be quoted according the cost of equipment .The amount of AMC would be released to the supplier on successful completion of the maintenance of that particular year duly certified by users department.

B-The supplier will ensure regular maintenance services by the appropriate engineer having the technical know-how of the equipment. The supplier shall also ensure the presence of resident engineer in the geographical location of this city of odisha so that he attend the call without loss of time.

12. Liquidated Damages-

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame incorporated in the tender, purchaser shall without prejudice to other right and remedies available to the purchaser under tender, deduct from the quoted price, as liquidated damage, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price. Once maximum 10 % of value of delayed supply is reached, the Purchaser may consider termination of the tender.

13. Insolvency etc

In the event of the firm being adjusted insolvent or having appointed for it by a court or any other order under the insolvency ACT made against them or in case of company the passing any resolution or making of any order for winding up., whether voluntary or otherwise,or in event of the firm failing to comply with any of the condition herein specified CDM & PHO Mayubhanj shall have the power to terminate the contract without any prior notice.

14. Breach of Terms and condition

In case of breach, any terms and condition as mentioned above the competent authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by CDM & PHO,Mayurbhanj in that event security deposit shall also stand forfeited.

15. Sub-letting of Work

The firm shall not assign or sublet the work /job or any other person or party without having first obtained permission in writing CDM & PHO, Mayurbhanj which will be at liberty of refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

16.Right to call upon information regarding status of work

The CDM & PHO, Mayurbhanj will have the right to call upon information regarding status of work/job at any point of time. Terms of payment -90% payments against and acceptance of

material by consignee & balancing 10% of amount shall be released after the successful commissioning. No payment shall be made for rejected items. Rejected items must be removed by the supplier within, these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

17. Arbitration

If any difference arises concerning the agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation don't yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision of sole arbitrator to be appointed by the CDM & PHO, Mayurbhanj. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and conciliation ACT, 1990 and the rule framed there under in force shall be applicable to such proceedings.

18. Legal Jurisdiction

The agreement shall be deemed to have been concluded in Mayurbhanj and all obligation hereunder shall be deemed to be located at Mayurbhanj and court within mayurbhanj will have jurisdiction to the exclusion of other courts.



TECHNICAL SPECIFICATION

SI No	Name of the items	Specification
1	TRUENAT(Chip-based Real time PCR test for Rifampicin resistant Mycobacterium Tuberculosis)	Pack Size-1/05/20/50/100T <ol style="list-style-type: none"> 1. MTB-RIF chip should function on real time PCR process for the detection of the Rifampicin resistant in MTB in MTB +ve human specimen/culture. 2. MTB-RIF chip should be able to run on the real time micro PCR analyzer machine with sample extracted using auto sample prick device. 3. MTB-RIF chip should contain target sequence of RRDR region of the rpoB gene (between condon position 509 and 533), representing mutation hotspots known to be associated with Rifampicin resistant. 4. The MTB-RIF chip should be stable at room temperature (2 degree to 30 degree Celsius) 5. The remaining self life at the time of delivery items should not be less than 5/6th of the total assigned self life. 6. The MTB-RIF chip should comprise of a reaction well containing dried down MgCL₂. 7. MTB-RIF chip should have flash memory to retain information and standard per values for automatic quantitative determination. 8. MTB-RIF chip should not be reused. The reuse and post expiry use should be detectable by the flash memory. 9. The time taken for diagnostic test result should be lower or equal to 1 hour. 10. MTB-RIF chip should be amenable for disinfections and disposable as applicable for biomedical waste management rule. The chip should not be infective after use. 11. The consumable should be provided in sufficient quantity to cover 10% wastage.
	Auto Universal cartridge based Sample prep kit containing	<ol style="list-style-type: none"> 1. Reagent pack containing ready to use buffers for automatic sample extraction. 2. Cartridge pack with a fluidic cartridge to move sample and buffers through a proprietary matrix for extracting nucleic acid from the sample. 3. Disposable transfer pipette.
	Auto MTB sample pre treatment pack containing	<ol style="list-style-type: none"> 1. Liquefaction buffer to liquefy the sample. 2. Lysis buffer to lyse the cells and release nucleic acid. 3. Disposable transfer pipette (graduated)
	Individually sealed pouches, each containing	<ol style="list-style-type: none"> 1. MTB micro PCR chip 2. Micro tube with freeze dried PCR reagents. 3. DNase & RNase free filter pipette tip. 4. Desiccant pouch.
2	TRUENAT(Chip-based real time PCR test for mycobacterium Tuberculosis)	Pack Size-1/05/20/50/100T <ol style="list-style-type: none"> 1. MTB chip should function on real time PCR process for the detection of the MTB in human pulmonary (sputum non-sputum) specimen.

		<ol style="list-style-type: none"> 2. MTB- chip should be able to run on the PCR analyzer machine with sample extracted using auto sample prep device. 3. The MTB chip should be stable at room temperature (2 degree to 30 degree Celsius) 4. The remaining self life at the time of delivery items should not be less than 5/6th of the total assigned self life. 5. The MTB chip should comprise of a reaction well containing dried down MgCL₂. 6. The dried down PCR reagents should be available in micro tube for performing real time PCR tests for detection of MTB. 7. The target sequence for MTB should be part of the ribonucleoside-diphosphate reductase gene specific to the MTB complex. 8. MTB chip should have flash memory to retain lot information and standard per values for automatic quantitative determination. 9. MTB chip should not be available for reuse. The reuse and post expiry use should be detectable by the flash memory. 10. The time taken for diagnostic test result should be lower or equal to 1 hour. 11. MTB chip should be amenable for disinfections and disposable as per the applicable biomedical waste management rule. The chip should not be infective after use. 12. The consumable should be provided in sufficient quantity to cover 10% wastage. 	
	Auto Universal cartridge based Sample prep kit containing .	<ol style="list-style-type: none"> 1. Reagent pack containing ready to use buffers for automatic sample extraction. 2. Cartridge pack with a fluidic cartridge to move sample and buffers through a proprietary matrix for extracting nucleic acid from the sample. 3. Disposable transfer pipette. 	
	Auto MTB sample pre treatment pack containing	<ol style="list-style-type: none"> 1. Liquefaction buffer to liquefy the sample. 2. Lysis buffer to lyse the cells and release nucleic acid. 3. Disposable transfer pipette (graduated) 	
	Individually sealed pouches, each containing	<ol style="list-style-type: none"> 1. MTB micro PCR chip 2. Micro tube with freeze dried PCR reagents. 3. DNase & RNase free filter pipette tip. 4. Desiccant pouch. 	
3	TRUELAB(Real time	Principle	Patented real-time micro PCR

	quantitative micro PCR Analyzer (Single channel)	Optics	Fluorescence, Three wavelength
		Speed through out	40 cycles of PCR/35 minutes 1 chip at a time
		Interface	Wi-fi,3G,Bluetooth
		Calibration	Auto-Calibration
		Memory	20,000 test results
		Operating environment	Temperature-15-40 degree centigrade ,RH-10-80%
		Display	Capacitive 5" Touch screen
		Printer	External 2" Bluetooth Thermal Printer
		Power	Rechargeable Lithium ion battery pack:7.4v,8.7AH input to AC/DC adopter: single phase 100-240V; 50/60hz; 1500 mA output from AC/DC adaptor. 10 V, 4500 MA, 45va if the input specification in your country do not meet the above requirements, Please contact your local molbio representative.
		Weight	1.5 KGs
		Size	248mm x 185mmx 112mm
	Auto- Specifications- Extraction Device	Principle	Proprietary matrix based extraction
		Operation	Fully automatic
		Display Screen	2 line alphanumeric LCD
		Power	Rechargeable lithium ion battery pack 7.4v,11.6 Ah external AC/DC adopter, input 1.5A,100/240V,50/60 Hz output 10 V ,4.5 A
		Weight	10/1/2019 2.9 kg
		Size	215x235x115 mm
		Software	Proprietary firmware
		Operating environment	Temperature 15-40 degree centigrade, RH:10-90%
4	TRUELAB(Real time Quantitative micro PCR Analyzer (Two channel)	Principle	Patented real-time micro PCR
		Optics	Fluorescence, Three wavelength
		Speed through out	40 cycles of PCR/35 minutes ,2 chip-random access
		Interface	Wi-fi,3G,Bluetooth
		Calibration	Auto-Calibration
		Memory	20,000 test results
		Operating environment	Temerature-15-40c ,RH-10-80%
		Display	Capacitive 5; Touch screen
		Printer	External 2" Bluetooth Thermal Printer
		Power	Rechargeable Lithium ion battery pack:7.4v,8.7AH input to AC/DC adopter: single phase 100-240V; 50/60hz; 1500MA output from AC/DC adopter; 10 V, 5500MA, 55 VA if the input specification in your country do not meet the above requirements, Please contact your local molbio representative.
		Weight	3.6 KGs

		Size	240mm x 242mmx 159mm
	Auto- Specifications- Extraction Device	Principle	Proprietary matrix based extraction
		Operation	Fully automatic
		Display Screen	2 line alphanumeric LCD
		Power	Rechargeable lithium Ion battery pack 7.4v,11.6 Ah external AC/DC adopter, input 1.5A,100/240V,50/60 Hz output 10 V ,4.5 A
		Weight	10/1/20192.9 kg
		Size	215x235x115 mm
		Software	Proprietary firmware
		Operating environment	Temperature 15-45 degree centigrade, RH 10-90%

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TENDER FORM-1 TECHNICAL INFORMATION AND UNDERTAKING

(Tenderer may use separate sheet wherever required)

(In separate sealed cover-I super scribed as "Technical Bid")

Sl No.	Description	Document required	Document supplied Yes/No	Provide Reference Page No.
1	Name & Address of Tenderer with email and telephone /mobile number.	Mention in letter head		
2	Specify whether the applicant is a company/Proprietorship/ Partnership firm	Copy of the Certificate to be enclosed		
3	Specify whether firm/company is a authorized dealer/distributer for supply of "TRUE NAT/TRUELAB"	Authorization certificate		
4	Name ,address & designation of the authorized person for signing the bid documents(Authorization Letter)	Authorization Letter		
5	Tenderer must provide evidence of having supplied equipments & instruments in the last three year to government organization or reputed private organization in India.	Copy of the all the supply orders. Satisfaction certificate (along with contact details) from any govt./reputed private organization		
6	The average annual turnover in the last three years: 1-Manufacturer should have minm 5 crores 2-Bidder should have minm 1.5 crore	Copies of authenticated balance sheet for the past three financial years		
7	The partner of the firm (in case of partnership firm) must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm	Authorization letter		
8	Permanent Account Number	Copy of the pan card		
9	Last three years of income Tax Return	Copy the last 3 years ITRs		
10	GST certificate	Copy of certificate		
11	Acceptance of term & conditions attached (yes/No) whether each page of the document and its annexure in the tender application have been signed and stamped	Please sign each page of terms and conditions token of acceptance and submit as part of		

		tender documents with technical bid. Otherwise your tender will be rejected		
12	Product & Manufacturer quality standards	Manufacturer should attach ISO 13485 certificate. Quoted model should be CE (as per IVD) or USDA approved. Should meet the electrical safety standard of IEC/EN 601010		
13	Please submit a notarized affidavit on Indian Non Judicial stamp paper worth of 100/- that no case is pending with the police against the proprietor/Firm/Partner or Company (Agency). Indicate any convictions in the past against the company/Firm/Partner. Please also declare if the proprietor/Firm black listed by any organization.	Notarized affidavit		
14	Details of the DD of EMD for Rs 20,000/-	DD No. Date. Payable at.		
15	Details of cost of tender for 2,100/- (DOWNLOAD FROM WEBSITE)	DD No. Date. Payable at.		

Note:

- i. Page number / serial number should be given in each page of the Tender application Documents. Index page should be clearly filled up with the page nos. of each document to be found out easily.
- ii. In case of non –fulfillment of any of the above information/documents(s), the tender will be summarily rejected without giving any notice.

Signature authorized person with name & seal

Designation:

Place

Date

FINANCIAL BID

(In sealed cover-II super scribed" Financial Bid")

Sl No	Item description	Quantity	Unit Price in INR		Custom duty in INR(If applicable)		Taxes (If applicable)GST in INR		Service Tax(If applicable)in INR		Total unit price (including all taxes))	
			Figure	Word	Figure	Word	Figure	Word	Figure	Word	Figure	Word
1	TRUNAT/TRUELAB (PCR Analyzer). Single channel	1										
	TRUNAT/TRUELAB (PCR Analyzer). double channel	1										
2	Cartridge	1										
AMC for Five years (Details are to be mentioned in separate sheet)												
Grand Total												

Note: The Grand total will be the deciding factor for L1, but if 2 or more Tenderers quote the same price as the L1 then the Tenderer with the highest average annual turnover in the last three years will be the deciding factor for selection of the agency.

Signature authorized person with name & seal

Designation:

Place:

Date:



PRICE SCHEDULE FOR ANNUAL MAINTAINENCE CONTRACT (A.M.C)
AFTER EXPIRY OF WARRENTY
(Rates should be quoted in Indian Rupees only)

SI No	SME Code No	Name of the equipment	For sixth year with spare parts & Labor	For seventh Year with spare parts & Labor	For Eighth Year with spare parts & Labor	For Nine Year with spare parts & Labor	For 10 th Year with spare parts & Lab our
1	2	3	4	5	6	7	8

Signature authorized person with name & seal

Designation:

Place

Date

SPECIAL CONDITION

- 1- The bidder should submit the relevant certificates/evidence of previous supply to other hospitals. If required the technical committee may enquire from the other hospitals whether the bidders have supplied the material.
- 2- The bidder should also submit a certificate from the relevant authority as to the quality of the equipment.
- 3- They should not have been blacklisted before.
- 4- The bidders shall also arrange for the demonstration of their equipment to the concerned committee regarding the quality aspect.



DECLARATION BY THE BIDDER

This is to certify that I/we before signing this tender have read and carefully understand all the terms and conditions contained in tender document regarding terms & condition of the contract, rules regarding purchase of TRUENAT/TRUELAB (PCR Analyzer with Cartridge). I/we agree to abide them.

NO OTHER CHARGE WOULD BE PAYABLE BY CLIENT AND THERE WOULD BE NO INCREASE IN RATE DURING THE CONTRACT PERIOD.

Signature authorized person with name & seal

Designation:

Place

Date



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

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

I / we / M/s _____

_____ hereby declare that

- i. I / we do Accept / Agree for the warranty / guarantee (2 years Warranty followed by 5 years AMC (Spares + Labour) as per this tender clause.
- 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.
- iv. The 2year comprehensive warranty is valid from dt. _____ to dt. _____.
- v. The 5 year AMC is valid from dt. _____ to dt. _____.

Date:

Signature of the competent authority

Place:

on behalf of the company / firm.

Seal of the firm.

N.B:

1. To be attested by Notary Public

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

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 20__

BETWEEN

Name of the Supplier
with full address

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

AND

The C.D.M & P.H.O Mayurbhanj
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.

Description of goods:

Offered Price

Total

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 2% of the purchase order value which will be deposited in **OMBADC-RNTCP Mayurbhanj** with the warranty for 2 years agreement to the consignee.

90% of the cost of the equipment (excluding AMC 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 AMC will be made on annual basis after expiry of the warranty period and signing of the AMC 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 AMC for 5 (five) 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 A.M.C (Comprehensive Maintenance Cost) for a period of 5 (five) 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 AMC 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&P.H.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&P.H.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&P.H.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&P.H.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&P.H.O** and the tenderer shall be liable for all losses sustained by the **C.D.M&P.H.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, Mayurbhanj 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)

