TERMS, CONDITIONS & SPECIFICATION FOR SUPPLY AND INSTALLATION OF MEDICAL FURTNITURE & EQUIPMENT

Chief District Medical & Public Health Officer, Mayurbhanj (HEALTH & F.W. DEPTT., GOVT. OF ODISHA)

Bid Reference No. - C.D.M & P.H.O, Mayurbhanj - 2021 - 2022 - EIF - 01

TENDER DOCUMENT FOR SUPPLY OF MEDICAL FURNITURE & EQUIPMENT

DATE OF COMMENCEMENT OF TENDER

: 24/04/2021

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS	: 03/05/2021	up to 12.00 P.M
DATE & TIME OF OPENING OF Bid	: 03/05/2021	at 12.30 P.M

PLACE OF OPENING OF BID DOCUMENTS: NHM CONFERENCE HALL O/o. C.D.M & P.H.O Mayurbhanj

ADDRESS FOR COMMUNICATION AND RECEIPT OF BID DOCUMENTS O/o. C.D.M & P.H.O, MAYURBHANJ At/Po. - BARIPADA Dist. - MAYURBHANJ ODISHA-757001. Email: zssmayurbhanj.tender@gmail.com

OFFICE OF THE C.D.M & P.H.O MAYURBHANJ

BID DOCUMENT

The Bidders may download the Tender Documents directly from the website available at <u>www.mayurbhanj.nic.in</u> within 03.05.2021. The Tender cost fee of Rs.5,000/- (Non-refundable) by way of Demand Draft drawn in favour ZSS NON NRHM MAYURBHANJ should be enclosed along-with the Technical Bid. The Tender cost fee and the EMD amount should be submitted in separate demand drafts. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website before last date of purchase of tender document and the C.D.M & P.H.O Mayurbhanj shall have no responsibility for any delay / omission on part of the bidder.

a) Price of bid document Rs.5,000/-(Non-refundable)

b) E.M.D

Rs.50,000/-(Refundable)

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

ABBREVIATIONS:

C.D.M & P.H.O	:	Chief District Medical & Public Health Officer	
PRM MCH	:	Pandit Raghunath Murmu Medical College & Hospital	
DHH	:	District Head Quarter Hospital	
SDH	:	Sub-Divisional Hospital	
CHC	:	Community Health Centre	
PHC	:	Public Health Centre	
OH	:	Other Hospital (Area Hospital)	
RKS	:	Rogi Kalyan Samiti	
ZSS	:	Zilla Swasthya Samiti	
EMD	:	Earnest Money Deposit	

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser	Health & F.W. Department		
2.	Indenter	C.D.M & P.H.O, Mayurbhanj / Superintendent PRM MCH Baripada		
3.	Consignee	PRM MCH, DHH, SDH, CHC, PHC, AREA HOSPITAL etc.		
4.	Delivery Period	Within 7 to 30 days from issue of the work order.		
5.	Mode of Delivery	On door step delivery basis		
6.	Guarantee / Warranty	As per company specification		
7.	EMD	EMD of Rs.50,000/- should be deposited by the bidder. 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 payable at Baripada.		
8.	Security Deposit	Security Money should be submitted in shape of Bank Draft from a Nationalised Bank in favour of ZSS NON NRHM MAYURBHANJ, equal to the amount of 10% of the purchase order value of the items within 7 days of issue of the purchase order & will be returned back after successful supply and installation. The performance security can be adjusted against E.M.D money.		
9.	Pre-qualification	 Manufacturing units / Importers / Distributors are eligible to participate in the tender provided, they have (i) Valid manufacturing license / Import License. (ii) Valid ISO certificate. (iii) Valid GST registration. (iv) Valid CE/BIS/BIFMA certificate (For Hospital Bed) (v) Valid CE/BIS/BIFMA certificate (For Hospital Bed) (vi) Tenderer have annual average turnover of Rs.1 crore or more in the last three (3) financial years (2017-18, 2018-19, 2019-20) (vii) In case of distributor - Manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at Annexure - V. The authorised distributor may raise bill, if specially authorised by the manufacturer. (viii) Tenderer who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization for the quoted item is not eligible to participate in the tender during the period of blacklisting. 		

TERMS AND CONDITIONS FOR SUPPLY OF MEDICAL FURNITURE & EQUIPMENT

- Sealed tenders will be received within 03.05.2021 up to 12.00 P.M by the C.D.M & P.H.O, 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 / Drop Box only. The tender inviting authority will not be held responsible for any postal delay.
- Only potential bidders those who able to supply the materials within short notice may apply for this tender as mentioned furniture & equipment will be used in medical emergency of COVID management. The default bidder will be penalized and blacklisted for any deviation.
- The bidder(s) are to submit their tenders in separate sealed covered envelops for technical bid and price bid by superscribing Cover "A" (Technical Bid) & Cover "B" (Price Bid) and both the covers should be put into a third Cover, which should be superscribed as "Tender for the supply of Medical Furniture to the C.D.M & P.H.O, MAYURBHANJ of Odisha". Reference No. <u>C.D.M & P.H.O (Mayurbhanj) 2021 2022 EIF 01</u>
- The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened by the Purchase Committee in the NHM Conference hall at the O/o.C.D.M & P.H.O, MAYURBHANJ at 12.30 P.M on 03.05.2021. The tenderer /authorized representative (only one for each tenderer) is allowed to be present during the opening of the tenders if they so like with valid authorization and ID proof.
- The details of the Medical Furniture & Equipment with specifications are shown in Annexure – III.
- Tenders should be type written or computerized and every correction in the tender should invariably be attested with signature by the tenderer with date before submission, failing which the tender will be ineligible for further consideration.
- Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges, (door delivery) and exclusive of GST should *be quoted for the*

Medical Furniture & Equipment separately on door step delivery basis, (Annexure – VIII)

- The purchaser shall be responsible only after delivery, installation and due verification of medical furniture & equipment.
- The rate per unit packing shall not vary with the quantum of order placed for destination point.
- ➤ If there is difference between figures & words, words will be taken into consideration.
- In the event of the date being declared as a holiday by Govt. of Odisha, the due date of sale, submission of bids and opening of bids will be the following working day at the appointed place & time.
- The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP). The purchaser, at his discretion, will in such case, exercise the right of revising the price at any stage so as to conform to the controlled price or MRP as the case may be.
- To ensure sustained supply without any interruption, the tender inviting authority reserves the right to place the orders for supplying the requirements to the L2 tenderer if the L1 bidder fails to supply in scheduled time and L₂ firm agrees to supply at the L1 rate. Similarly L3 tenderer may also be invited to supply the requirement at the L1 price if L2 tenderer denies to supply at L1 price or fails to supply in time.
- The rate quoted and accepted will be binding on the tenderer for a period of one year from the date of publication of the approved rate and on no account any increase in the price will be entertained till the completion of this tender period.
- No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rate quoted by him. Clerical error / typographical error, etc., committed by the tenderers in the tender forms and any addition deletion of documents shall not be considered after opening of tenders. Conditions such as "SUBJECT TO AVAILABILITY" / "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstance and the tenders of those who have given such conditions shall be treated as incomplete and rejected.
- If at any time during the period of contract, the price of tendered item is reduced or brought down by any law or act of the Central or State Government or the tenderer, the

tenderer shall be morally and statutorily bound to inform the C.D.M & P.H.O MAYURBHANJ, Odisha immediately about such reduction in the contracted price. The C.D.M & P.H.O, MAYURBHANJ, Odisha is empowered to unilaterally effect such reduction in rate in case the tenderer fails to notify or fails to agree for such reduction of rate.

- Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of issue of the approved list or till the publication of the next approved list whichever is earlier.
- If the relevant documents / certificates which are required to be furnished along with the tender are written in language other than English, the tendering firm shall furnish English version of such documents / certificates duly self-attested by the bidder with his seal and signature.
- If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for five (5) years.
- Rate should be quoted in Indian Currency, both in words and figures against each item specified in the list and the payments will be made in Indian currencies only (Annexure-VIII).The multiple rates for any item is disallowed.
- Both Cover-A and Cover-B should have an index and page number of all the documents submitted inside that cover.
- The Tax will be charged as per the guidelines given by the Finance Deptt. from time to time.
- > The requirement of items may increase or decrease depending on the situation.
- The list of items floated in the tender are exhaustive in nature and also include some approved items under GeM/Approved firm of H&FW, GoO/EPM/Jana Aushadhi etc. The preference will be given to GeM/Govt. approved firms at the time of placing order. The order is to be placed only to firms selected from tender in case of non-supply or nonavailability of such items at aforementioned approved firms subject to confirmation of quality and lower in price.

The agreement (as per Annexure – VII) will be signed between the supplier and the purchasing authority. A copy of the agreement will be kept by the purchasing authority. The agreement must be submitted before the payment is released.

The following documents should be enclosed in Cover "A" (Technical Bid) by the tenderer. All the photocopies are to be self-attested by the bidder with organization seal otherwise rejected.

TECHNICAL BID :

- Checklist with detail of the documents enclosed in Cover "A" (as per Annexure I) with page number. The document should be serially arranged as per Annexure I and should be securely tied and bound.
- > Tender Paper cost of Rs.5,000/- in shape of Demand Draft.
- Earnest Money Deposit of Rs. 50,000/- in shape of Demand Draft.
- Copy of Valid Manufacturing License of the manufacturer / Import License by the Importer.
- Copy of Valid ISO certificate.
- > Copy of Valid PAN (Income Tax) of bidder.
- > Copy of valid GST registration certificate of bidder.
- > Copy of CE/BIS/BIFMA certificate (For Hospital Bed)
- > Annual Turnover certificate from Chartered Accountants as per Annexure II.
- Audited financial statements of last 3 consecutive years. [i.e 2017-18, 2018-19 & 2019-20](Provisional statement of accounts shall not be considered)
- > Item list with specification and name of manufacturer as per Annexure III.
- The declaration form in Annexure IV duly signed by the tenderer before Notary Public / Executive Magistrate.
- > The manufacturer's authorization in original letter head as per Annexure –V.
- Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / franchise / contract person / office in Odisha (Annexure VI).
- (A) The Original Tender Book with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
- (B) Leaflets, photographs & literatures relating to the product / item quoted and matching the specification of the tender in a tabular form.

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

COVER – B (PRICE BID)

The tender format giving the quoted rate for Medical Furniture & Equipment should be sent in a separate sealed cover hereafter called <u>Cover "B" (Price Bid).</u>

Cover -B (Price Bid) will be opened only of the tenderers who qualify in Technical Bid (Cover -A).

The Price Schedule in the prescribed form (as per Annexure – VIII), must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery), but exclusive of GST, if any. The rate should be quoted for each item both in figures and words. In case of difference in words and figures, words will be taken into consideration for evaluation. The price bid format must be as per tender paper and no deviation is allowed. There is no multiple rate allowed for any item. No addition or deletion in price bid is allowed and the bid will be summarily rejected for any such deviation.

ABSENCE OF ANY OF THE ABOVE DOCUMENT OR IN THE PRESCRIBED FORMAT LEADS TO REJECTION OF BID.

EARNEST MONEY DEPOSIT

- The Earnest Money Deposit will be submitted in the shape of demand Draft only in favour of ZSS NON NRHM MAYURBHANJ, from any Nationalised / Scheduled Bank payable at BARIPADA.
- The EMD of the unsuccessful bidders will be returned back without interest after publication of the approved list and EMD of successful tenderer will be returned after submission of performance security.
- The EMD will be forfeited if the tenderer withdraws the tender or doesn't accept the approved list or doesn't supply the items within the stipulated time period.

SECURITY DEPOSIT : (Performance Security)

- The Security Money should be submitted in shape of Bank Draft from a Nationalised Bank in favour of ZSS NON NRHM MAYURBHANJ equal to the amount of 10% of the purchase order value of the item within 7 days of issue of the purchase order. The performance security can be adjusted against E.M.D money.
- The Security Money will be returned back to the tenderer without interest after the successful completion of supply.
- Security money will be forfeited if there is any violation of the tender terms and conditions.

PACKAGING:

All the packaging should be primary (New). The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage.

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- The C.D.M & P.H.O, MAYURBHANJ, Odisha reserves the right to reject the tenders or to accept the tenders for the supply of any item tendered without assigning any reason thereof.
- The C.D.M & P.H.O, MAYURBHANJ, Odisha will be at liberty to terminate the contract either wholly or in part without assigning any reasons thereof. The tenderers will not be entitled to any compensation whatsoever for such termination.
- The supply should be started within 7 days and 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 from the date of issue of the purchase orders from the C.D.M & P.H.O, MAYURBHANJ, such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified. The approved firm shall also suffer forfeiture of the EMD and Security Deposit.

- The C.D.M & P.H.O, MAYURBHANJ, reserves the right to place the orders for supplying the requirements to the L2 tenderer if the L1 bidder fails to supply in scheduled time and L_2 firm agrees to supply at the L1 rate. Similarly L3 tenderer may also be invited to supply the requirement at the L1 price if L2 tenderer denies to supply at L1 price or fails to supply in time to purchase the same items from L_2 or L_3 tenderer if they match the L_1 rate.
- The C.D.M & P.H.O, MAYURBHANJ, Odisha or his authorised representative (s) has the right to inspect the factory of those company who have quoted for the tender, before accepting the rate quoted by them or before releasing any purchase order (s) or at any point of time during the validity period of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on the facts brought out during such inspections.
- All the documents submitted in the tender become property of C.D.M & P.H.O, MAYURBHANJ, Odisha. No way the bidder will claim to return back the document before/after the tender except E.M.D of unsuccessful bidder and unopened bids received after due date.

EVALUATION:

- The rates of the item quoted by the tenderer who qualify technically will be evaluated after taking the following points into consideration: -
 - a) Rate of Medical Furniture & Equipment will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding and excluding GST.
 - b) The circulars issued by the Finance Department, Govt. of Orissa from time to time regarding tax matters shall be taken into account for evaluation and shall be binding on the bidders.

LIQUIDATED DAMAGE :

- 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. 30 days) with a penalty of 0.5% which will be deducted from the purchase order value as "Liquidated Damage", for each week (7 days) up to a maximum 2% on the value of the goods.
- If the supplier fails to complete the supply within the extended period, i.e. 58 days after being allowed by the PURCHASER no further purchase order will be placed to the firm for the said item and the concerned firm will be blacklisted for five (5) years from the date of issue of letter for the said item.

TERMS OF PAYMENT :

- No advance payments towards cost of furniture & equipment will be made to the tenderer.
- 90% of the cost of the furniture & equipment. The balance 10% of the payment of furniture & equipment will only be made after receipt of certificate on working status of the furniture & equipment from the consignee after 6 weeks of installation and commissioning of the furniture & equipment for which, the supplier has to raise two bills (A) one for 90% of the cost of the furniture 100% taxes (B) the other for balance 10% of the cost of the furniture & equipment.
- Payments will only be made after keeping the security deposit from the supplier, if they have not deposited the same before. Payment will only be made after handing over the Agreement, undertaking, warranty papers of furniture & equipment to the consignee and a letter to this effect should be submitted to the payment authority from the consignee.
- No claims shall be made against the C.D.M & P.H.O, MAYURBHANJ Odisha in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
- Payments through e-payment / on-line will preferably be made to the supplier in some cases transfer in shape of Draft / Pay Order will be dispatched to the supplier by Registered post with A.D or may be handed over to the authorised person of the supplier.

PENALTIES :

- If the successful tenderer fails to deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the earnest money deposit & security deposit submitted by him along with his tender shall stand forfeited by the C.D.M & P.H.O, MAYURBHANJ by reasons of such breach, such as failure to supply / delayed supply.
- Violating the tender terms and conditions & non supply / supply of Not of Standard Quality furniture/equipment will disqualify the firm to participate in the tender for a period of 5 (five) years from the date of issue of letter and his E.M.D & security deposit will be forfeited and no further purchase order will be placed to that firm for that item.

INSPECTION / TESTING :

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

CONDITIONS APPLICABLE TO LOCAL MSEs / SSIs OF ODISHA:

The relaxation will be given only to Local MSMEs registered in Odisha with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, NSIC, OSIC, MSME/SSI units as below.

- Exemption from submission of EMD, subject to submission of the valid registration certificate from the concerned authority and shall pay 25% of the prescribed security deposit.
- Only Local Micro & Small enterprises and Khadi & Village industrial units including handloom and handicrafts will enjoy a price preference of 10% over local and medium and large industries and industries outside the state.
- Any local MSEs having valid ISO / ISI certification for their product will get an additional price preference of 3%.

In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court of Dist. Mayurbhanj or High Court of Orissa.

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TECHNICAL SPECIFICATION

HOSPITAL BED

1. Manufacturer should be ISO 9001 certified.

2. Manufacturer should have ISO 14001 certification for Environment friendly features.

3. Manufacturer should have OHSAS 18001 certification for occupational health safety management

4. Product must be CE/BIS/BIFMA certified.

5. All stainless steel material used in the medical furniture items must be made up SS 304 grade and should be supported by stainless steel grade certificate from Govt. approved testing laboratory duly mentioned about chemical composition. Copy of previous test report should be furnished in technical bid as well as during supply.

6. Manufacture should produce test certificate from Govt. approved laboratory for test procedure like impact test, bend test, salt spray chamber test, epoxy powder coating & phosphate coating for quoted item in technical bid as well as during delivery.(As applicable)

7) Overall size (Approx): 200 (L) x 90 (W) x 60 (H) cms.

8) Tubular Bows (outer pipe) made of 30mm x 18 G CR ERW pipe.

9) Top made of rectangular/square frame of 50mm x 30mm and made up of 16 SWG M.S tube.

10) Bed top should be of 18 G MS CRCA ribbed perforated sheet.

11) Provision for IV attachment system (No bend hook) at the both head side of the bed.

12) All metallic parts of the bed should be pre-treated to achieve rust free clean surface prior to epoxy powder coating.

13) Warranty: 3year

MATTRESS (FOAM) FOR ADULT

1) Should be made from polyurethane foam of density minimum 40kg/m3.

2) Overall size: 200 (L) x 90 (W) x 10(H)cms.

3) Should be made of waterproof, breathable fabric separated by zip on three sides with lower cover part made of

Rexene. Mattress cover should be fire resistant and resist liquid ingression. .

4) Bed cover should be removable and washable.

5) Manufacturer of PU foam should comply to IS 7933 standard.

6) Warranty: 1year

OXYGEN FLOWMETER REGULATOR WITH HUMIDIFIER

Flow Meter Regulator: Body: Brass Flow meter body: Silicon Plastic Tube: Unbreakable polycarbon Knob Adjustment: ABS Range: 0-10 min. & 15 max. Pressure Gauge Capacity: 0 - 250 Kg/cm2 Flow meter capacity: 0-10 ltr/min. Humidifier: Polycarbonate Bottle Autoclavable, 0-250ml capacity. ISO & CE certified

OXYGEN STAND / TROLLEY

1) Frame of the cylinder trolley is made with hi-grade MS tubular steel.

- 2) Framework of the cylinder trolley mounted on two 10cm wheels.
- 3) Finish in epoxy powder coated.
- 4) For small (40cft) Oxygen Cylinder.
- 5) Mounted on 100 / 150 mm diameter castor for mobility.
- 6) Pre-treated and Epoxy Powder Coating for Scratch proof Finish.
- 7) Warranty: 1year

OXYGEN MASK

- 1) Made from special non-toxic medical grade PVC.
- 2) Two holes to allow carbon dioxide exhaled by the patient to escape.
- 3) Nasal clip for secure fixation over the patient's nose.
- 4) Elastic band for placement around the head.
- 5) Transparent tubing to connect the mask to the oxygen source.

ANNEXURE – I

CHECK LIST

(please arrange the documents serially in the following order& do the page numbering of the entire bid document and mention the page no. in the column "page No" against the particulars in the check list as mentioned below for ease of scrutiny)

COVER – A (TECHNICAL BID)

SI. No.	Documents submitted	YES / NO	Page No.
1	Tender Paper Cost		
2	Earnest Money Deposit		
3	Details of Manufacturing License / import license		
4	BIS/CE/US FDA Certificate		
5	MSME Certificate (If any)		
6	Copy of Valid relevant ISO Certificate		
7	Copy of valid GST registration certificate.		
8	Copy of valid PAN		
9	Annual Turnover Statement from Chartered Accountants (Annexure-II)		
10	Audited financial statements of last 3 consecutive years. [i.e – 2017-18, 2018-19, 2019-20]		
11	Item list with name of manufacturer (Annexure – III)		
12	The declaration form in (Annexure – IV) duly signed by the tenderer before Notary Public / Executive Magistrate.		
13	Manufacturer's authorisation (Annexure - V).		
14	Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / franchise / contract person / office in Odisha (Annexure - VI).		
15	Price bid as per (Annexure - VIII)		
16	All pages are serially in order and securely tied with seal and signature of the bidder.		

NOTE: ABSENCE OF ANY OF THE ABOVE DOCUMENT OR IN THE PRESCRIBED FORMAT LEADS TO REJECTION OF BID.

<u>ANNEXURE – II</u>

ANNUAL TURN OVER STATEMENT

(In the letterhead of the Chartered Accountant)

Sl.	Financial Year	Turnover in Rs.
1	2017-18	
2	2018-19	
3	2019-20	
	Average Annual Turnover in Rs.	

*Provisional audited statement shall not be considered.

Date: Place: Signature of Auditor/ Chartered Accountant

(Name in Capital)

Seal

Membership No.

UDIN

N.B: This turnover statement should also be **supported by** copies of audited **annual statement** of the last three financial years / **Annual Report** and the turnover figures mentioned above should be **highlighted** there.

ANNEXURE – III

ITEM LIST

Sl. No.	Name of Item	Name of Manufacturer	Model Name/No.	Brand Name	Mention page no. of the bid relating to technical specification of the item (Manufacturer) for matching purpose
1	HOSPITAL BED				
2	MATTRESS (FOAM) FOR ADULT				
3	OXYGEN FLOWMETER REGULATOR WITH HUMIDIFIER				
4	OXYGEN STAND / TROLLEY				
6	OXYGEN MASK				

(Attach separate sheets if the space provided is not sufficient)

Signature and seal of the Bidder

ANNEXURE – IV

DECLARATION FORM

I/We do hereby declare I/We have not been de-recognised / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions for supply of Not of Standard Quality (NSQ) items / part-supply / non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Security Deposit and blacklist me/us/organisation for a period of 5 years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Tender terms & conditions.

> Signature of the bidder : Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

MANUFACTURER'S AUTHORISATION FORMAT

Го
The CDM&PHO MAYURBHANJ Deptt.of Health & Family Welfare Govt. of Odisha.
Ref: Tender No. <u>C.D.M & P.H.O (Mayurbhanj) – 2021 – 2022 – EIF – 01</u> Dated
for
Dear Sir,
Wewho are
established and reputed manufacturer of{(name and description
of items offered) separate sheet may be attached} having factories at
(Address of Factory) do hereby authorize M/s (Name
and address of Distributor / Agent) to submit a bid and sign the contract with you against the
above referred tender.
We also extend our full guarantee for the items quoted by M/s.
as per the terms and conditions in
your tender under reference above.
Yours faithfully,
Name of the Manufacturer

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included in the bid submitted by the tenderer if the tenderer is not the manufacturer.

(Signature with seal)

d fm

DETAILS OF THE TENDERER & LOCAL CONTACT PERSON

	Corporate Office	Local Branch Office / Zonal Office, in Odisha.
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception		
Manufacturing License Nos. & Date		
Name of the contact person and designation		
GST Regd. No.		

Signature of the Tenderer : with seal

Date :

Official Seal :

ANNEXURE – VII

DRAFT AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 202_

BETWEEN

Name of the Supplier with full address

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

AND

The Govt. of Odisha Health & F.W. Department Represented through the C.D.M & P.H.OMAYURBHANJ / **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 sale and purchase of following furniture/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 Medical Furniture & Equipment 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. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

TERMS AND CONDITIONS:-

PRICE:

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

TERMS FOR PAYMENT :-

A. The payment(s) shall be made by purchaser in Indian currencies No advance payments towards cost of Medical Furniture & Equipment will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft amounting to 10% of the purchase order value.

B. Before release of payment the supplier has to submit the signed agreement.

<u>GOVERNING LANGUAGE</u> :

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.

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 furniture & equipment. 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 marks 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. Name & address of the consignee
- v. Name & address of the supplier.

TERMS OF CONTRACT :

The contract is valid up to.....and the C.D.M & P.H.O, 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 purchaser 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 purchaser, 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 purchaser and the tenderer shall be liable for all losses sustained by the purchaser 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. <u>ARBITRATIONS</u>:

In the event of any dispute out of the contract, such dispute should be subject to the Jurisdiction of the Civil Court, Dist. MAYURBHANJ or High Court, Odisha.

CHANGE OF TERMS AND CONDITIONS :

Any amendment to the terms & conditions and clauses of the agreement if required must be done in writing duly signed by the two parties.

IN WITNESS WHERE OF the parties herein to have set and subscribed their respective hands the day and year first herein above written.

Executed by Purchaser (s) / Consignee

In presence of (Witness)

Executed by Supplier(s)

In presence of (Witness)

<u>ANNEXURE – VIII</u>

PRICE BID

Name of the Item (Item mentioned in the Schedule of Requirement) (With Make & Model)	Unit Price which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with onsite warranty & excludes GST Cost in Rs.	GST (if any) on & above the item price mentioned in (3) (Mention whether GST, The % of tax & it's value in Rs.)	Total Cost including GST (Rs.)	Total Cost including GST (in words)
(1)	(2)	(3)	(4)	(5)
HOSPITAL BED				
MATTRESS (FOAM) FOR ADULT				
OXYGEN FLOWMETER REGULATOR WITH HUMIDIFIER				
OXYGEN STAND / TROLLEY				
OXYGEN MASK				

N.B:

- The quantity of requirement may increase or decrease as per the requirement.
 Use separate sheet if required.