



OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, BHADRAK  
Ph. No. 06784-251866, 219033 Fax - 06784-251855  
E-mail : [cdmobdk@rediffmail.com](mailto:cdmobdk@rediffmail.com), [dmubha@ori.nic.in](mailto:dmubha@ori.nic.in)



**Invitation of Tender for 'Rate Contract for Calibration work of Medical Equipments & Instruments'**

CDM&PHO, Bhadrak

Letter No: 600 Date: 17/01/19

SCHEDULE OF TENDER-SECTION-1

Tender Enquiry No.	- - - - - NO: 600 Dated 17-01-19
Date of release of Tender in (Downloadable from website: <a href="http://www.BHADRAK.nic.in">www.BHADRAK.nic.in</a> )	18.01.2019 at 11:00 AM
Date of pre-bid meeting	30.01.2019 at 11:00 AM at CDM&PHO Chamber
Last date/time for downloading of Bid documents	04.02.2019 upto 01:00 PM
Last date/time for submission of Bid	04.02.2019 upto 05:00 PM
Date / Time of opening of Prequalification Bids	06.02.2019 at 01:30 PM
Date / Time of opening of Financial Bids	("To be notified Letter and can be seen on website")

Sd/-M.A.Rasid  
Chief District Medical & Public Health Officer  
Bhadrak

*M.A. Rasid*  
Chief District Medical  
& Public Health Officer  
Bhadrak

# TERMS AND CONDITIONS

## 1. SIGNING OF TENDER:

- i. The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.
- ii. Individuals signing tender or other documents connected with the contract must be authorized signatory. Without signature any bids will be rejected.

## 2. LATEST HOUR FOR RECEIPT OF THE TENDER:

Tender shall be submitted within the stipulated date and time. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. Offices, the date of opening of the tender (s) will be the next working day.

## 3. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i. All tenders should remain valid for acceptance for a period of one year from the date of opening of the tender.
- ii. The contract / tender, if awarded, shall be valid initially for one year from the date of award of Contract subject to continuous satisfactory performance and on failure on this aspect by the Service Provider for Calibration, the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further one year at the discretion of the Competent Authority, to a maximum of one year, on terms and conditions of the hospital, while accepting the tender subject to continuous satisfactory performance.
- iii. Quotations qualified by such vague and indefinite expressions such as "subject to immediate acceptance", "subject to prior sale" etc. Will not be considered.

## 4. OPENING OF E- TENDER:

The tender shall be opened on the date and time mentioned here in the document.

## 5. PRICES:

- i. Prices quoted must be meaningful and measurable in the context. Price must be clearly shown in figures and words in Indian Currency.
- ii. Tenderers should quote prices exclusive of Service tax /any other tax as applicable.
- iii. The rates quoted are for One Round of Calibration of the list of equipments.
- iv. The Calibration will be done twice a year if required.
- vi. Bidders may quote for any or all . However in any particular bidders must ensure that agency has capacity to calibrate all the items/equipments. Bidder must quote the price for all items in that category. Non submission of quotes for all the items will lead to disqualification for the bidder

NB! ANY DOUBT PLEASE FREE  
TO ASK -9437173934  
Mr Mohanty.

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**6. DELIVERY TERMS:**

- i. Execution of work / providing the services etc. are required within a period as specified and as at the Hospital mentioned therein.
- ii. The tenderer execute the work at the destination / space defined to the consignee / authority in good order (of which the District Medical Superintendent or MO I/c, Hospital Manager & Sr Pharmacist or his assigned representative be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be ordered by him from time to time.
- iii. The time for and the date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and execution must be completed not later than the date(s) specified.
- iv. The District Medical Superintendent or MO I/c may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

**7. INSPECTION OF STORES /WORK:**

Work shall be certified as completed subject to inspection by District Medical Superintendent, or or MO I/c, Hospital Manager & Sr Pharmacist or his assigned representative. Any defect found in the work done will render the supplies/work open to rejection and decision of District Medical Superintendent, or MO I/c, Hospital Manager & Sr Pharmacist or his assigned representative shall be final and legally binding.

**8. OTHER TERMS:**

- i. **Responsibility for executing Contract:** The bidder is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- ii. The bidder shall not sublet, transfer or assign the contract or any part thereof.
- iii. **Earnest Money:** The tenderer shall have to deposit a sum equivalent to Rs. 5000/- as Earnest Money with their tender, failing which the tender is liable to be rejected. The Earnest Money is to be paid by FDR issued by a Nationalised Bank, valid for six months, drawn in favour of CDM&PHO, Bhadrak. **NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. The earnest money will however, be returned without interest to the tenderer whose tender is not accepted.

**Earnest Money must be sent by Speed Post/delivered in hand so as to reach on and before the closing date and time of the tender to the following address to:**

. At the top of the cover, the following words should be written in block letters 'Rate Contract for Calibration work of Medical Equipments & Instruments' failing which the tender is liable to be rejected.

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- iv. Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the Service Provider for Calibration shall deposit an amount of 10% of the work order as Security Deposit. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security Deposit shall be in the form of FDR OR Bank Guarantee issued by a Nationalised Bank, valid for Twenty Six months, drawn in favour of CDM&PHO,Bhadrak.
- a.** If the Service Provider for Calibration fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the Service Provider for Calibration.
- b.** On due performance and completion of the contract in all respects, the Security Deposit will be returned to the Service Provider for Calibration without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specification.
- v.** All Challans as well as the Bills are to be submitted strictly in triplicate. Bill should be pre-receipted with application of revenue Stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection / cancellation / delay in processing of bills.
- vi.** Normally Part services or part bill will not be accepted. However, in exceptional circumstances the same may be accepted at the sole discretion of the competent authority of the hospital, against clear written request with explanation from the firm.,
- vii. Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the Service Provider for Calibration the Hospital shall be entitled to recover of such sum by appropriating, in part or whole the Security Deposit deposited by the Service Provider for Calibration, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the Hospital. Should this sum not be sufficient to cover the full amount recoverable, the Service Provider for Calibration shall pay to the Hospital on demand the remaining balance due.
- viii. Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the Service Provider for Calibration in any of the following events, that is to say:-
- a.** If the Service Provider for Calibration being an individual or if firm, any partner in the Service Provider for Calibration's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

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- b. If the Service Provider for Calibration being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- c. If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Hospital and provided also that the Service Provider for Calibration shall be liable to pay the Hospital for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.
- ix. **Arbitration:** In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to Arbitrator appointed by the District Medical Superintendent.
- x. **Statutory requirements:** The agency will fulfill all statutory requirements as under the current laws.
- xi. **Right to accept / reject:** The hospital authority reserves the right to reject any or all tender without assigning any reason whatsoever.
- xii. **Assistance to Service Provider for Calibration:** The Service Provider for Calibration shall not be entitled to assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.
- a. The list of personal deployed to be intimated to the authority from time to time. The personal employed by the tenderer should have proper identification. The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.
- b. The Service Provider for Calibration will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.
- c. In the event of any violation of laws, rules, and statutory provisions by the Service Provider for Calibration, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.
- xiii. **Validity of Contract:** The contract, if awarded, shall be valid initially for one year from the date of award subject to continuous satisfactory performance. The period of the contract can be extended for further one year at the discretion of the Competent Authority, to a maximum of one year, on terms and conditions of the hospital, while accepting the tender subject to continuous satisfactory performance. However, on failure on this aspect by the Service Provider for Calibration, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the Service Provider for Calibration and initiating administrative actions for black listing, etc. Solely at the discretion of the hospital authority.
- xiv. The Tenderers will quote the rates in respect of services described and shall fill all the services depending upon his capacity and infrastructure and fulfilling terms and conditions appended herewith along with the Tender Application form.

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- xv.** The successful agency shall have to enter in to an agreement with the Hospital and the cost incurred in this connection, shall have borne by the Service Provider for Calibration.
- xvi.** The rate once accepted by the hospital shall remain unaltered through the period of contract, including any extended period.
- xvii.** CDM&PHO,Bhadrak has right to reject the tender without assigning any reason.
- xviii.** Acceptance by the Hospital shall be communicated in due course. You are requested that the instruction contained in the said communication should be acted upon immediately/as asked for.
- xix.** The hospital authority reserve the right to award to successful bidder all or any items of equipments.
- xx.** **Failure and Termination:** If the Service Provider for Calibration fails to deliver services or any installments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period CDM&PHO,Bhadrak may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.
9. The tendered should provide the complete Postal Address, telephone / Mobile / E-mail address while submitting the completed tender form.
10. Name & active Mobile No. of one key person, who can be contacted at any time, must also be submitted. The person should be capable of liasoning with the hospital/departmental authorities to calibrate the desired items.
11. The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.
12. The unit price and total price quoted for each type of instruments and equipments in particular category should be inclusive of transportation cost for calibrating machines, handling charges but exclusive of all taxes which will be taken into consideration for price comparison, supply order and final payment. No additional charges except for taxes as applicable will be accepted at later stage.
- i. Rate for calibration should be quoted in Rupees only and round figures only.
- ii. The rate quoted should be exclusive of all Taxes.
- iii. There should not be any revision of rate during contract period except changes in taxes, whenever notified by govt.
- iv. However the bidder must quote for all the items for his capacity, infrastructure, terms and conditions. The bidder must satisfy himself that he has capacity and infrastructure to calibrate all items/equipments in that particular category.
- v. Partial quotation of prices will be rejected.

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13. The supplier should have experience of last 02 years (2016 and 2017 till date) in Calibration of Medical Equipments and Instruments, in any Government Hospital/Any NABH/NABL accredited hospital. Attested copy of necessary certificate from authorized Signatory should be enclosed.
  14. The firm should be responsible if any mishap take place on account of non conformities of safety standard and rules on their part.
  15. Test equipments used for calibration should be of standard quality.
  16. The equipments should be calibrated at Hospital site and at the same location.
  17. The calibration must be done by qualified and trained personnel only.
  18. Calibration report should be submitted within 10 days of completion of work.
  19. The calibration should be done in one year .
  20. No Advance payment will be done.
  21. No damage or repair to any of the equipments/instruments shall be caused during/out of the calibration process. If any damage occurs, the service provider shall be responsible for the repair / replacement of the same to the satisfaction of the competent authority at their own risk and cost. The decision of the District Medical Superintendent in such cases will be final and binding to the bidder.
  22. Bidder may quote all items or as per his capacity, infrastructure, terms and conditions..

**23. INSPECTION of EQUIPMENTS:**

The prospective bidders/authorised personnel may inspect the equipments during the validity of tender after due intimation and recording all information and duly signed in the register kept in the store.

Services shall be accepted subject to the complete satisfaction of District Medical Superintendent or his assigned representative as nominated by competent authority. Any defect found in the work done during service or later found to be of "Not of standard quality" on testing, will render the work open to rejection and decision of the District Medical Superintendent, or MO I/c, Hospital Manager & Sr Pharmacist or his assigned representative, shall be final and legally binding.

24. The payment to the Service Provider for Calibration will be made mandatorily by electronic mode such as RTGS/NEFT etc. The Service Provider for Calibration is instructed to supply the following information along with the tender.

Name of the Bank  
Name of the branch  
Account Number  
IFSC Code  
MICR Number

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**25. Evaluation Criteria:**

- i. **Technical Criteria:- Bids of only those bidders who fulfils all the eligibility criteria(Annexure-IV) will be evaluated.**
- ii. **Financial Bids will be evaluated separately for all items.**

**26. Financial Criteria:-**

- i. **Bids of only technically qualified bidder will be evaluated.**
  - ii. **Lowest quoted cumulative rate of technically qualified bidder who have quoted prices as mentioned in column Annexure III would be considered for selection, subject to satisfaction of competent authority.**
  - iii. **L-1 will be considered as successful bidder on the basis for cumulative.**
  - iv. **The rates quoted are for one round of calibration for the mentioned equipments.**
  - v. **The quoted rates will include all costs except service tax or any applicable tax.**
  - vi. **Only the bids which have quoted for all items will be considered. The bidder must satisfy himself that he has the capacity and infrastructure to calibrate all items mentioned with fulfilling terms and conditions.**
  - vii. **In case of equal cumulative quotations in particular category, preference will be given to the Agency who has experience of NABH /NABL accredited Hospital of 500 beds.**
- 27. All communication will be through email only. The bidders must provide official email address and will look for any communication received on regular basis from Hospital. Hospital will not be responsible for any delay in response by the bidder on this account. on provision of official email will lead to disqualification.**
- 28. The information provided regarding number; make and model may have minor variation. The bidder may satisfy himself by actual inspection of the equipments regarding their specifications and other details to be calibrated. The decision of District Medical Superintendent or MO I/c, Hospital Manager & Sr Pharmacist or his assigned representative will be final.**
- 29. The final bills submitted will be based on the actual equipments calibrated. The number may vary from the list in the tender.**
- 30. Hospital may not submit any equipment if it is under repair at the time of calibration.**

  
Chief District Medical & Public Health Officer

**Bhadrak**

## TENDER APPLICATION FORM

1	Name of the firm:-	
2	However you must be NABL Accredited Lab.You must quote price for all items. If you do not quote wholly for all items mentioned the sufficient cause however you may or not be qualified.	
3	a Full Postal Address:-	
	b Cell Phone No.	
	c Telephone No:	
	d Email Id(Mandatory):	
4	Name and Address of your Bankers stating the name in which the Account stands:-	a) Name of Bank
		b) Name of Branch
		c) A/c. No.
		d) IFSC Code
		e) MICR Number
5	Give details of calibration done in last two years	

**UNDERTAKING**

I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.

The rates quoted by me are valid and binding upon me for the entire period of contract

and it is certified that the rates quoted and the lowest quoted for any other institution/hospital in India.

The Earnest Money of Rs. \_\_\_\_\_ to be deposited by me has been enclosed herewith vide FDR No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on bank \_\_\_\_\_ Branch \_\_\_\_\_.

I/We give the rights to District Medical Superintendent to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to supply the articles within the appointed firms of desired quality.

There is no vigilance/CBI case or court case pending against the firm.

I hereby undertake to calibrate the items as per directions given in the tender document within stipulated period. I have capacity and equipments to calibrate for all items/equipments mentioned I have quoted for all items I have applied for .

Signing as authorised signatory

Date and Signature of the Tenderer:-

Place:- Full Name:-Designation:- (Office seal of the tenderer)

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All quotations are exclusive of any taxes. Taxes will be applicable as on date. You must have capacity and infrastructure for calibration of all mentioned equipments. Partial quotations will lead to disqualification. Any Agency which have provided calibrating services in any Govt. Hospital or Any NABH accredited Hospital in 2016 and 2017 till date may quote.

Kindly quote for all equipments

List of Equipments for Calibration					
Sr. No	Name of Equipment	Qty @ nos	Make & Model as per feasibility	Rate / Unit (Rs. In Round Figure) exclusive Tax	Total Y. of Tax
1	Infantometer				
2	Weighing Machine Adult				
3	Weighing Machine (Baby )				
4	weighing Machine (Baby ) (Digital Baby Scale)				
5	Weighing Scale (Electronic )				
6	Weight & Height Machine				
7	Autoclave (Horizontal)				
8	B.P Apparatus				
9	B.P Apparatus (Digital)				
10	Autopipette 100 - 1000 µl Variable				
11	Centrifuge Machine				
12	ECG Machine 12 Channel				
	ECG Machine Manual				
13	Hot Air Oven				
14	Incubator				
15	Infant Radiant Warmer				
16	Oxygen Concentrator				
17	Suction Machine				
18	Syringe Infusion Pump				
19	Nebulizer machine				
20	Refrigerator				
21	Haemoglobino meter				
22	Diathermy machine				
23	Autoclave Vertical				
24	Tube Sealer (Portable				
25	Elisa Plate Reader & Washer				
26	Binocular microscope ,				
27	Monocular microscope				
28	PHOTOTHERAPHY SINGLE SURPHASE				
29	PULSE OXYMETER				
30	BLOOD BANK REFRIGRATOR				
31	CALORIMETER				
32	CBC 5 PARTS				
33	CBC 3 PARTS				
34	BOYLES APPARTUS				
35	FETAL DOPPLER				
36	Multi Para Monitor				

Name, Signature of Authorized signatory with date & Stamp

*[Handwritten Signature]*  
12/1/19

**ELIGIBILITY CRITERIA/CHECK LIST**

THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT, WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.

CHECK LIST			
1	Earnest Money Deposit of Rs. 5000/- (Rupees Ten thousand only)	Submitted	[Yes / No]
2	PAN No.	Submitted	[Yes/No]
3	CST/GST certificate clearly showing the services for which CST/GST registration has been obtained	Submitted	[Yes/No]
4	Duly signed & stamped Undertaking on Rs. 10/- judicial paper that – 1. I, the undersigned certify that I have gone through the Terms and Conditions mentioned in the tender document and undertake to comply with them 2. The firm/Agency is not quoting the same service at a Rate Higher than as mentioned to any other Hospital. 3. It will complete the work in stipulated time. 4. I have quoted for all items I have applied for	Submitted	[Yes/No]
5	Undertaking as per FORM-1	Submitted	[Yes/No]
6	Certificate that Agency has done Calibration in Govt. Hospital or accredited NABH/NABL Private Hospital for conducting satisfactory calibration of Medical Equipments and Instruments from 2016 and 2017 till date	Submitted	[Yes/No]

**Notes:**

- Evaluation of tender will be done on basis of submitted documents only.
- The decision of the District Medical Superintendent will be final and binding in this regard.

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**FORM-1**

*(Undertaking to be submitted on Rs.100/- Non judicial stamp paper)*

**UNDERTAKING**

I, the undersigned certify that I have gone through the Terms and Conditions mentioned in the tender document and undertake to comply with them.

The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institutional hospital in India.

The earnest money Rs 5000/- (Rupees Five thousand only) to be deposited by me has been enclosed herewith vide

FDR No. .... Dated ..... Drawn on National Bank

..... At ..... Branch

I/We give the rights to District Medical Superintendent, to forfeit the security money deposited by me/ us if any delay occur on my part or failed to provide required service within the appointed time.

There is no vigilance/ CBI case or court case pending against the firm.

I hereby undertake to complete the work as per directions given in the tender document/work order within stipulated period.

I have quoted for all items/equipments in the category I have applied for. I have experience and capacity to provide calibration services for all items in the category I have applied for. I understand that partial quotation in the Category will lead to disqualification.

I understand that I can apply for any one or all categories according to mentioned terms and conditions and according to my capacity and infrastructure.

I have not been blacklisted by any firm/institutions

Date:

Place: Signature of the Tenderer

Full Name & Designation  
(Office seal of the Tenderer)

*[Handwritten Signature]*  
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**LIST OF DOCUMENTS ENCLOSED:**

- 1.
- 2.
- 3.
- 4.
- 5.

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(Attach separate sheets if required)

Date:

Place:

Signature & Seal of the Tenderer

Full Name of the Tenderer:

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12/11/19