

**OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH  
OFFICER, BHADRAK**

No:-8637 dt:-09/10/2020

TENDER FOR SUPPLY, INSTALLATION & COMMISSIONING OF MEDICAL GAS PIPE LINE AND MANIFOLD SYSTEM AT ~~COVID HOSPITAL~~ AT SALANDI HOSPITAL BHADRAK.

The Short Tender Call Notice are invited from reputed manufacturers /importer /Authorized, Distributors /DGS & D Rate Contract Holders for supply, installation and commissioning of gas pipe line and manifold system at Covid-19 Hospital at Salandi Hospital in Bhadrak through Courier service/Speed post /Regd.post only.

**LAST DATE & TIME OF RECEIPT OF TENDER:-16.10.2020 AT 5 PM**

**PRE-BID CONFERENCE:-13.10.2020**

**DATE & TIME OF OPENING OF TENDER:-17.10.2020 at 11 AM**

**VENUE:-CONFERENCE HALL OF DHH BHADRAK**

**PLACE OF OPENING OF BID DOCUMENT & ADDRESS  
FOR COMMUNICATION FOR RECEIPT OF BID**

**DOCUMENTS & PRE BID DISCUSSION.:- CDM & PHO BHADRAK  
SALE OF TENDER / BID DOCUMENT**

The Tender Paper cost fee of Rs. 1000/- Plus GST @ 18% (Non-refundable) by way of separate Demand Draft drawn in favour of **CHIEF DISTRICT MEDICAL OFFICER & PUBLIC HEALTH OFFICER BHADRAK** payable at, **BHADRAK** should be enclosed along-with the Technical Bid.. The Tender Paper cost fee and the EMD amount should be submitted separately in separate demand drafts. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website or the office notice board before last date of purchase of tender document and the CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER **BHADRAK** shall have no responsibility for any delay / omission on part of the bidder.

a) Price of bid document Rs. 500.00

(Non-refundable & non-refundable)

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

M.S.P.  
09/10/2020

## TERMS AND CONDITIONS

1.1 Sealed tenders will be received by Dated up to 7 (Seven) Days From date the of publication by the **Chief District Medical Officer & Public Health Officer Bhadrak** in the office of the CDM & PHO Bhadrak, for the purchase Supply, installation and commissioning of Oxygen Gas Pipeline and manifold system. Any tender received after the due date & time will be rejected / returned to the sender unopened. The tenders will be received through Courier services / Speed Post/Regd Post only. No tender paper submission through the person/persons by hand is accepted.

1.2 The bidder(s) are to submit their tender in separate sealed covered envelopes for technical bid and commercial bid by super scribing Cover "A" (Technical Bid) & Cover "B" (Price Bid) and both the covers should be put into a third Cover, which should be super scribed as "Tender for the Supply, installation and commissioning of Medical Gas Pipeline and manifold system at Covid -19 Hospital at Slandi Hospital Bhadrak

1.3 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened at the office chamber of the CDM & PHO at on date 17.10.2020. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

1.4 No tender documents can be accepted after the expiry of scheduled date and time for receipt of bids.

1.5 The scope of work shall include Supply, Installation, Commissioning, & Satisfactory demonstration. This will also include testing, packing, transportation, scheduling of transportation, transit insurance, delivery at sites, unloading, storage, job site storage, insurance, installation any other services associated with the delivery of the equipment and materials providing warranty of services and operation and maintenance of other related equipment / items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.

1.6 The bidders are required to have a survey including the site visit before furnishing the quotations.

## TECHNICAL BID :

- 3.1 Earnest Money Deposit of 5,000(Five thousand Only ) in shape of Demand Draft.
- 3.2 Copy of Valid Manufacturing License /Import License
- 3.3 Earnest Money Deposit (EMD) of 5,000/
- 3.4 Copy of Valid ISO certificate.
- 3.5 Copy of valid CE certificate as per Annexure-III
- 3.6 Copy of valid GST certificate
- 3.7 (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.
- 3.8 The declaration form in Annexure -1 duly signed by the tenderer before Notary Public.
- 3.9 Proof of Such work minimum 03 Work Order in COVID-19 ,Hospital ,Odisha Only
- 3.11 Bidders Should be minimum turn over not less than 50 Lakhs (Fifty Lakhs Only ) Annual turnover of last three years
- 3.10 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Orissa (Annexure - VI).
- 3.11 Original money receipt of the tender paper if purchase from this office should be attached.
- 3.12

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- 3.10 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Orissa (Annexure - VI).
- 3.11 Original money receipt of the tender paper if purchase from this office should be attached.

**COVER - B (PRICE BID)**

4. The tender format giving the quoted rate for the items on rate contract basis should be sent in a separate sealed cover hereafter called Cover "B" (Price Bid).

Cover -B (Price Bid) will be opened only of the tenderers who qualify in Technical Bid (Cover - A) and product is as per tender specification.

4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per Annexure - II), both hard copy and soft copy must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery), installation, warranty for 2 (two)years and AMC for 3(three) years but exclusive of sales tax / GST and entry tax charges, if any and the turnkey job in a separate column. 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.

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

4.2 The date of opening of Cover "B"(Price Bid) of the successful bidders will be intimated later on.

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## REJECTION OF TENDER

5. The tender paper will be rejected, if any of the following documents are wanting / not submitted

with the tender:

- (i) Manufacturing license/import license.
- (ii) The Authorized Distributor (have to submit the Authorization from the concerned manufacturing firm/importer.
- (iii) Earnest Money Deposit (EMD).
- (iv) Valid CE certificate as per Annexure III
- (v) Proof of Such work minimum 03 Work Order in COVID-19 ,Hospital ,Odisha Only
- (vi) Price bid / quoted rate with signature and seal (Hard Copy) As per Annexure-II
- (viii) Original Money Receipt of the Tender Paper (in case of tender paper purchased).
- (viii) Bidders Should be a service center in odisha last three years proof of registration is required .

Ix:- Bidder Should be similar work in medical gas pipeline system at odisha . any district head quarter hospital or any corporate sector .

- x. Bidders Should be minimum turn over not less than 50 Lakhs (fifty lakhs ) Annual turnover of last three years .

## 6. Specifications:-

The quoted product should be recent one and as per the specification enclosed at Annexure -iii  
Required catalogue on the product description should be attached with the tender.

## 7. Earnest Money Deposit:

1. The tender should be accompanied with Earnest Money Deposit (EMD) amounting 5,000/- (Five Thousand Only ) in shape of Bank Draft from any Nationalised/ Scheduled Bank in favor of **CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER BHADRAK** falling which tender will be rejected.
2. The EMD of the unsuccessful bidders will be return back after finalization of tender.
3. The selected firm has to complete the installation and commissioning within 15 days of issue of purchase order. If the firm fails to supply and install the item/s in time or supplies are not upto standard, his EMD shall be forfeited and the firm will be blacklisted.



**PRICE EVALUATION:**

1. Tenderers who technically qualify will be evaluated only.
2. The cost of Item (inclusion of the excise duty, transportation, insurance, packing & forwarding & warranty for one (1) years and AMC of 3(three) years & but excluding GST ) + cost of the Turnkey job i.e. installation, cabling ,electrical fittings ,civil work etc, (including all taxes ) taken together will be evaluated and the lowest bidder will be selected.
1. Delivery and installation of each item should be completed within 60 days from the date of issue of purchase order falling which liquidated damage @ 0.5% per week shall be deducted from final payment, for each week of delay beyond the delivery period upto maximum of 2%.

**10. Warranty:**

1. All the items should be covered under one year's warranty from the date of installation & commissioning.
2. The approved suppliers has to submit an undertake g in non-judicial paper attested by Notary Public for 1 years warranty.(Annexure V)

**11. Payment:**

1. 100% payment shall be made after submission of stock entry certificate (s) duly certified by the concerned officer/installation & demonstration certificate/s and warranty certificate.
2. The approved value of AMC(Compressive Maintenance Contract) payment will be made year wise after signing the AMC agreement.

**12. General Conditions:**

1. In the event of the date being declared as a holiday for the purchaser's office, the due date submission of bids and opening of bids will be the following working date & time.
2. The authority reserves the right to accept /reject all the bids or any part thereof without assigning any reason thereof.
3. No conditional tender will be accepted.
4. The qualified bidder, who according to terms and conditions will not supply and install the items in the stipulated time period and of specified quality, will be black, listed from the purchase committee.
5. Any matter will be finalized in **BHADRAK** Jurisdiction.

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**ANNEXURE-I**

(Refer Clause No. 3.8 & 16.1)

**DECLARATION FORM**

We having our office at do declare that We have carefully read all the terms & conditions of tender of the **Chief District Medical & Public Health Officer Bhadrak**, Odisha for the supply, installation and commissioning of oxygen gas pipe line and manifold system. I will abide with all the terms & conditions set forth in the tender paper Reference no.

We do hereby declare 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.

We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Security Deposit and blacklist me/us for a period of 1 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.

We further declare that We possess valid manufacturing license /authorized distributor bearing no valid upto publication of the tender date. We do hereby declare that, we will supply the Gas pipeline and Mainfold system as per the terms, conditions & specifications of the tender document. we further declare that we have a service centre will establish a service centre within one month of installation of the equipment in Orissa.

Date: Signature of the bidder :



To be submitted in *Cover B - Price Bid*  
(Refer Clause No. 4.1)

ANNEXURE-IIA

MODEL TENDER FORMAT (PRICE SCHEDULE)

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

The Price break up of of GAS PIPE LINE System and Manifold (as mentioned in Column 3 above) shall be furnished separately in Annexure II B

\* The total cost shall be taken into account for evaluation. This will exclude the taxes if any. GST will be chargeable on the price (3) shall be mentioned separately in column 7 above.

\*\* The cost of turnkey is required for installation & commissioning. For turnkey, the details of accessories/equipment are to be mentioned.

Date:

Signature of the Bidder:

Place

Name  
Seal



To be submitted in *Cover B - Price Bid*  
(Refer Clause No. 4.2)

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ANNEXURE-IIA

'RICE BREAK UP OF THE PRICE OF GAS PIPELINE AND MANIFOLD AS MENTIONED IN THE COLUMN 3 OF THE  
'RICE SCHEDULE ANNEXURE IXA

Sl.	Name of the Item	Make/Model	Quantity	Unit Cost(Rs)	Total Cost (Rs.)
1	Gas outlets [ Terminal units] BS type for		Each		
	1-Oxygen/Vacuum/Compressed Air		Each		
❖2	Medical grade copper tubes, fittings and fixtures. Gauges- O.D. Wall thickness of tube				
	22 mm x 0.9 OD		Per Mtr		
	12 MM X 0.7MM OD		Per Mtr		
3	Zonal Isolation valves with pressure gauges(Oxygen/Vaccum/Air)				
	Zonal Isolation valves with pressure gauges 12 MM		Each		
	Zonal Isolation valves with pressure gauges 22 MM				
	Oxygen Manifold		Each		
	Emergency Standby manifold Oxygen		Each		
	Semi Automatic Control Panel For Oxygen		Each		
	Necessary accessories				
	Brass body Flow meters with humidifiers.		Each Each		

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Date :Place :

**TECHNICAL SPECIFICATION**

**1. Gas outlets (Oxygen/ Vacuum/Air)**

- Integral check valve.
- All metal construction Individually tested & certified.
- Full range of mounting.
- Manufacturer should be ISO & CE certified.

**2. Medical grade copper tubes.**

**Fittings and Fixtures:**

- All copper pipes & fittings used should be made of phosphorous de-oxidized, non arsenical copper having ISI/ International Star marked flow meter of specified sizes.
- The chemical composition of tubes should confirm to BS6017: 1981 and manufactured as per BS-2871 or European standard of EN 13348.
- Copper pipes should be solid drawn seamless hard tempered & degreased for medical use.
- Copper to copper joints should be made on site using a silver copper phosphorus brazing alloy.
- Copper to brass or gun metal joints shall not be made on site.
- Pipe lines should be supported at the intervals specified in HTM 2022 using suitable metallic, non ferrous material. Plastic supports may be used only for the down drops to the terminal units.
- Fitting shall be end feed type, manufactured from the same grade of copper on the pipes and should confirm to BS864.
- Fittings shall be degreased suitable for oxygen use and supplied sealed in protective Polythene bags.

• Gauges should be	O.D.	Wall thickness of tube
	12 mm	0.7 mm
	22mm	0.9mm

Manufacturer should be ISO certified

**3. Zonal Isolation valves with pressure gauges:**

- Full bore valves for minimum pressure loss.
- Non-lubricated with 90 degree turn ball valve with PTFE seals suitable for pipes of appropriate sizes.
- Should have pressure gauges at specified place to monitor pressure drop.
- Tested for double working pressure [120 PSI].
- For Oxygen, Air & Vacuum
- For Emergency point for Oxygen
- Manufacturer Should be ISO/CE certified.

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**4. Oxygen Manifold - to comply with relevant standards, with minimum maintenance:**

- 4 + 4 oxygen cylinder: Oxygen manifold should be suitable to withstand a pressure of 145 kg / cm<sup>2</sup>.
- Copper Annealed tail pipes with Brass end adaptors suitable for Oxygen Cylinders and manifolds.
- Semi-automatic control panel board with visual alarm.
- Main pressure gauges should be easily visible for proper monitoring of cylinder as well as piped gas, pressure.
- **Manufacturer should be ISO /CE certified.**

**5. Emergency Standby manifold for medical oxygen:**

- To comply with relevant standards.
- 1 + 1 x 7M3 oxygen cylinder manual manifold with good quality preset regulator.
- Should require minimum maintenance.
- **Manufacturer Should be ISO & CE certified.**

**6. Necessary accessories:**

- Good quality suction jars with vacuum regulators complete with overflow protection.
- Brass body Flow meters with humidifiers.
- Pressure line adapter pins etc to be supplied in adequate numbers.
- **Manufacturer Should be ISO & CE certified.**

**7. Semi Automatic Control Panel(Oxygen):**

- The control panel should be integrated with pressure gauges, regulators and control switching components which should be installed inside a cabinet to minimize tampering with regulators.
- The reserve bank should be Manually adjusted once the running bank reached near exhaustion to minimize supervision and to offer stability and safety.
- Should have 3 stage audio & visual warning in case of an emergency and has a pressure outlet of around 4.2kg/cm<sup>2</sup>. Manufacturer Should be ISO/CE certified.

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ANEXURE-IV

Performance Security Bank Guarantee Format

-----[Bank's Name and Address of  
issuing branch of Office]

Beneficiary: ..... [Name and Address of the Purchaser]

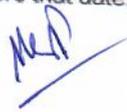
Performance Guarantee No .....

We have been informed that [Name of the supplier] (hereinafter called "The Supplier" has entered into Contract No. [Reference No. of the Contract]) dated..... with you, for the supply of [description of items].

Furthermore, we understand that according to the conditions of the contract, a performance guarantee is required.

At the request of the supplier, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of [amount in figures]..... [amount in words]..... Upon received by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligation(s) under the contract, without your needing to prove or to show grounds for your demands or the sum specified therein.

This guarantee shall expire no later than the ..... day of..... and any demand for payment under it must be received by us at this office on or before that date.



[(Signatures (s))]

**ANNEXURE-X**

(Refer clause no. 7.1.2)

**AGREEMENT**

THIS AGREEMENT IS MADE AT \_\_\_\_\_ THIS THE DAY OF \_\_\_\_\_ 2013

**BETWEEN**

Name of the Supplier with full address

Here in after called the "Supplier(s) \_\_\_\_\_ " as 1<sup>st</sup> Party

**AND**

The CHIEF DISTRICT MEDICAL OFFICER, BHADRAK, BHADRAK (name of the District) Health & F.W. Department, Govt, of Odisha Represented through the

\_\_\_\_\_/ THE CONSIGNEE  
Hereinafter called the "PURCHASER" \_\_\_\_\_ as 2<sup>nd</sup> Party.

Relying on the documents and representation of facts connected to the issue of aforesaid parties to undertake the responsibilities of sell and purchase of following equipment(s) etc. with the terms & conditions hereinafter laid down.

And whereas the 2<sup>nd</sup> party "Purchaser(s)" is willing to purchase

Name of the Item:

Specifications: As per specifications laid down in the Tender terms & conditions

The Supplier(s) has agreed to sell the equipment(s) completed in all respects according to the Tender requirements and their / his offer dtd. \_\_\_\_\_ and the Supplier(s) has also agreed to install to make them operative at the destination mentioned in the Tender document with the following descriptions and their cost mentioned against each.

<u>Description of goods:</u>	<u>Offered Price</u>
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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.  
AMC 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**

100% Payment be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee.

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- A. 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 - V & VI will also be submitted to the consignee with photocopies to the purchaser.
- B. The payment of AMC will be made on six monthly 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 x 2 = 16644 Hours

Any uptime less than 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.

ANNUAL MAINTENANCE CONTRACT:

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

INSTALLATION AND DEMONSTRATION :

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

The warranty will start from the installation & function of ventilator that are to be received from govt.

TRAINING :

Supplier(s) shall impart adequate training to 2 doctors and 2 technicians at the site 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.

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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 (Annual Maintenance Cost) for a period of 3 (three) years from 3<sup>rd</sup> year onwards duly signed by authorized signatories for the execution at appropriate time (Annexure - V & I).

#### 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 One (1) years from the date of installation & commissioning of the machine / item & functioning of ventilator which are received from Govt. 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 CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, 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

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warranty certificate is to be submitted to the consignee at installation point).

INSURANCE :

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

PACKAGING :

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

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

- i. a packaging note quoting the name of the purchaser
- ii. the number and date of order
- iii. nomenclature of the goods
- iv. schedule of parts for each complete equipment giving part number with reference to assembly.
- v. Name & address of the consignee
- vi. Name & address of the supplier.

TERMS OF CONTRACT :

The Chief District Medical & Public Health Officer, Bhadrak 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.



**ANNEXURE-V**

(Refer Clause No. 11.1 to 11.6,13.1)

**WARRANTY / GUARANTEE /AMC 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 3 years AMC (Spares + Labour) as per this tender clause No. 11.1 to 11.6.
- ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
- iii. I / we do accept / agree to provide uptime guarantee 95% as per this tender clause No. 13.1.
- iv. The 2 year comprehensive warranty is valid from dt. \_\_\_\_\_ to dt. \_\_\_\_\_.
- v. The 3 year AMC is valid from dt. \_\_\_\_\_ to dt. \_\_\_\_\_.

Date:

Place:

Signature of the competent authority  
on behalf of the company / firm.



ANNEXURE-VI

(Refer Clause No. 11.1 to 11.6 & 13.1)

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

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

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we \_\_\_\_\_ hereby

declare that

1. I / we am / are the manufacturers / authorized agents / distributors of
2. I / we do accept / agree for the all clauses including the warranty 2 years followed by 3 years AMC) and payment terms and conditions of this tender.
3. I / we do hereby confirm that the prices / rates quoted are fixed and are at par with the prices quoted by me / us to any other Govt, of India / Govt, of Orissa Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
4. I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
5. I / we have necessary infrastructure for the maintenance of the equipment and will provide all the accessories / spares as and when required.
6. I / we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee / warranty / maintenance of the machinery / equipment and have provided written confirmation for the same.
7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the equipment's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost



may be recovered from the performance security before releasing the same to us after 2 years warranty period.

Signature of the witness  
Name & address

A handwritten signature in black ink, consisting of stylized initials followed by a long horizontal stroke.