

**OFFICE OF THE SUPERINTENDENT
SCB MEDICAL COLLEGE, HOSPITAL CUTTACK.**

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Tender Reference No. SCBMCH/2022-23/EQP-MLCU

**TENDER DOCUMENT
FOR
SUPPLY & INSTALLATION
OF
*MEDICAL EQUIPMENTSINSTRUMENTS
FOR MLCU O & G DEPARTMENT***

**OFFICE OF THE SUPERINTENDENT ,
SCB MEDICAL COLLEGE, CUTTACK-753007, ODISHA**

SECTION -I

NOTICE INVITING TENDER

Tender Reference No. SCBMCH/2022-23/EQP-MLCU

Dated: 12.10.2022

TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR *MEDICAL EQUIPMENTS/INSTRUMENTS FOR MLCU O & G DEPARTMENT*

1	Period of Availability of Tender Document	<p>From 12.10.2022 (date) to 26.10.2022 (date)</p> <p>[Downloadable from website: www.scbmch.in</p> <p>In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the above mentioned website or from the Central Store Section before last date of submission of tender document and the tender inviting authority shall have no responsibility for any delay / omission on part of the bidder.</p>
3	Last date & time for submission of Tender	<p>Date: 28.10.2022 Time: 12.30PM</p> <p>Address of Submission of Bid:</p> <p>The Superintendent SCB Medical College and Hospital Cuttack -753 007, Odisha, India <i>(Through Speed post / Registered post / Courier)</i></p>
4	Date, time and place of opening of Tender	<p>a) Technical Bid (Cover A) opening: 28.10.2022(date), 4.30PM_(time) at the address mentioned above.</p> <p>b) Financial Bid (Cover B):</p> <p><i>The date of opening of financial bid will be intimated to the firms found successful in the technical bid evaluation.</i></p> <p><i>(Venue is mentioned at the address mentioned above)</i></p> <p><i>(Bidders / authorized representative may remain present at the time of opening of bid)</i></p>

Superintendent

SECTION -II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Mode of Procurement	Through Competitive Bidding Process. The O/o of Superintendent, SCB Medical College & Hospital, Cuttack shall invite tender & evaluate the same. After finalization/approval of the supplier & the rate, the purchase order shall be placed by the Superintendent, SCB Medical College & Hospital, Cuttack.
2.	Purchaser	Superintendent SCB Medical College Hospital-Cuttack, Odisha
3.	Consignee	Department of O & G(MLCU), SCB Medical College Hospital, CUTTACK
4.	Delivery Period	Within 15 days from issue of the purchase order.
5.	Mode of Delivery	By Air / Road / Rail
6.	Guarantee / Warranty /CMC	Comprehensive warranty including all spares, maintenance etc. for a period 5(five) years from the date of installation & commissioning and 5(five) years CMC after warranty period.
7.	Tender Document Cost	Rs.200/- (Rupees two hundred) only, the tender document cost is to be submitted in the shape of bank draft in favour of Superintendent, SCB MEDICAL COLLEGE,HOSPITAL CUTTACK from any Nationalized/Scheduled Bank payable at Cuttack
8.	Earnest Money (The no. of equipment is mentioned in the Schedule of requirement – Section IV)	EMD – Rs. 20,000.0 The Earnest Money Deposit will be paid in the shape of Demand Draft only in favour of SUPERINTENDENT, SCB MEDICAL COLLEGE, CUTTACK from any Nationalized/Scheduled Bank and payable at Cuttack
9.	Performance Security	The selected firm should submit the performance security in shape of Bank Draft /Bank Guarantee, equal to the amount of 10 % of the purchase order value (excluding the tax & CMC cost) of the items within 21 days of issue of the purchase order & the same will be returned back after completion of warranty period. The performance security shall be furnished at the Districts / Directorates after getting the purchase order from the concerned Districts / Directorates.
10.	Pre-qualification (Eligibility Criteria)	A. Manufacturing units / Importers or their authorized dealer/Distributors are eligible to participate in the tender provided, they have (i) Import License (In case of Importer only) (ii) Valid ISO certificate. (iii) Product must be ISI /CE / US FDA/IEC etc certified if specified in Technical Specification (Section V) (iv) Tenderer (Manufacturer/Importer) should have proof of supply of equipment(s) mentioned in the schedule of requirement (executed directly by manufacturer or through distributor) of the equipment(s) /similar equipments mentioned in the schedule of requirement to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and purchase order copies in support of that in last 3years as per format at Annexure VII (Item wise) (v) Proof of annual average turnover (Manufacturers/Importer) of in the last three (3) financial years certified by the

		<p>Chartered Accountant as per the format at Annexure VI supported by audited balance sheet/Annual Report.</p> <p>B. Authorized distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p> <ul style="list-style-type: none"> (i) They should have proof of annual average turnover of in the last three (3) financial years certified by the Chartered Accountant as per the format at Annexure VI supported by audited balance sheet/Annual Report. ii) In addition to this, the distributor shall also submit the average annual turnover of the manufacturer/importer of the item (s) as mentioned in A (v) above. iii) They should submit manufacturer's authorization to transact business on behalf of the manufacturer as per the format at Annexure - V. iv) Proof of supply of the equipments in the schedule of requirement to any Govt. organization /Corporate Hospitals / PSU Hospitals / UN Agencies and purchase order copies in support of that in last 3years as per format at Annexure VII (Item wise) (v) The authorized distributor will submit the following documents in support of the manufacturer along with the tender : <ul style="list-style-type: none"> Valid ISO certificate Valid ISI / CE / US FDA / IEC certificates of the manufacturer is specified in technical specification (Section V) <p>D. The Manufacturer or the tenderer if 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.</p>
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SECTION -III
**TERMS AND CONDITIONS FOR SUPPLY & INSTALLATION OF
MEDICAL EQUIPMENTS FOR BONE MARROW TRANSPLANT UNIT**

- 1.1 Sealed tenders will be received till **28.10.2022 (date) upto 12.30PM (time)** by the office of the Superintendent, SCB Medical College Hospital–Cuttack. 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**
- 1.2 The bidder(s) are to submit their tenders 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 sealed covers should be put into a **third outer Cover**, which should be super scribed as **“Tender for Supply & Installation of Medical Equipment for MLCU O & G Department & Tender Reference.**
- 1.3 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened at the office of the Dean & Principal, SCB Medical College, Cuttack **on 28.10.2022(date) at 4.30PM (time).**

` The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

ELIGIBILITY CRITERIA

- 2.1 **Manufacturing units / Importers / Authorized Distributor/ Regd. Supplier** are eligible to participate in the tender provided, they fulfill the following conditions:
 - (i) **Import License (In case of Importer only).** In case of importers, they have to furnish the authorization from the manufacturer.
 - (ii) Valid ISO certificate (of the Manufacturer)
 - (iii) Product must be ISI/BIS /CE / US FDA etc. (valid ISI/BIS /CE /US FDA certificate) certified (As per **Section VI** - technical specification).
 - (iv) Tenderer (Manufacturer/Importer) should have proof of supply of equipments mentioned in the schedule of requirement (executed directly by manufacturer or through distributor) of the equipment(s)

/similar equipments mentioned in the schedule of requirement to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and purchase order copies in support of that in last 3years **as per format at Annexure VII (Item wise)**

- (v) Proof of annual average turnover (Manufacturers/Importer) of in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI**.
- (vi) Proof of compliance with IEC Certificate (As per **Section VI** - technical specification) - Medical Electrical Equipments: Particular requirement for Electrical Safety of the equipments.
- (vii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished along with the bid.

2.2 Authorized distributors are eligible to participate in the tender provided:

- (i) They submit manufacturer's authorization from original equipment manufacturer (OEM) as per the format at **Annexure - V**.
- (ii) they should have proof of annual average turnover of in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI**.
- (iii) In addition to this, the distributor shall also submit the average annual turnover of the **manufacturer/importer** of the **item (s)** as mentioned in 2.1 (v) & (vi) above.
- (iv) Proof of supply of **the required equipment** (executed directly by manufacturer or through distributor) of the equipment(s) /similar equipments mentioned in the schedule of requirement to any Govt. organization /Corporate Hospitals / PSU Hospitals / UN Agencies and purchase order copies in support of that in last 3years **as per format at Annexure VII (Item wise)**.

- (v) The authorized distributor will submit the following documents in support of the manufacturer along with the tender:
- a) Valid ISO certificate
 - b) CE / US FDA / IEC certificates of the manufacturer as per technical specification.
- 2.3 The tenderer have to submit the EMD(s) as mentioned **in Clause 8 of Section -II** & the Tender document cost.

DOCUMENTS TO BE SUBMITTED

The following documents should be enclosed in Cover “A” (Technical Bid) by the tenderer.

TECHNICAL BID :

- 3.1 Checklist with detail of the documents enclosed in **Cover “A”** (as per **Annexure - I**) with **page number**. The documents should be *serially arranged* as per this **Annexure - I** and should be securely tied and bound.
- 3.2 List of Item (s) Quoted with name of the Make & Model of the item (s) (**Annexure – II**)
- 3.3 Tender document fee of **Rs.200/-** in shape of Demand Draft .
- 3.4 Earnest Money Deposit Rs.20,000 in shape of Demand Draft). Details of EMD and the name of the equipment quoted should be clearly mentioned.
- 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha (**Annexure - III**).
- 3.6 The declaration form in **Annexure - IV** duly signed by the tenderer before Notary Public / Executive Magistrate.
- 3.7 Manufacturer’s Authorization Format in **Annexure –V** (In case the bidder is not the manufacturer). Importers are also required to furnish the authorization from the manufacturer.
- 3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure –VI**) that the annual average turnover of the firm is in the last 3 financial years (In case of bidders who are manufacturer/importer) OR annual average

turnover of in the last 3 financial years (In case of bidders who are authorized distributors of the manufacturer). In case of authorized distributor, they will also have to submit the average annual turnover the manufacturer/importer of the item(s).

- 3.9 Performance Statement (**Annexure - VII**) (**Item wise**) during the last three years towards proof of supply of the equipment(s) /similar equipments mentioned in the schedule of requirement to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement.
- 3.10 Deviation/No Deviation Statement from Technical Specification & details of technical specification of the product (**Annexure-VIII A & B**)
- 3.11 Leaflet/Technical Brochures of the product/item offered.
- 3.12 Copy of Import License by the Importer (in case of Importer).
- 3.13 Copy of Valid ISO certificate.
- 3.14 Copy of Valid ISI / CE /US FDA certificate (as per Section VI - Technical Specification).
- 3.15 Copy of Certificate in support of IEC certificate (as per Section V-Technical Specification).
- 3.16 Copy of the **up to date GST** clearance certificate.
- 3.17 The Original Tender Booklet with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
- 3.18 **Certificate in support of service center in Odisha.**

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

COVER – B (PRICE BID)

4. The price to be quoted for medical equipments should be sent in the prescribed price format in a separate sealed cover hereafter called **Cover “B” (Price Bid)**. **Cover –B (Price Bid) of the tenderers who qualify in it’s Technical Bid (Cover – A) and complies to tender specification & find to be as per technical specification in Product in demonstration** (if required) **will only be opened** .
- 4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – IX**), must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery) and warranty for **5 years**. The price of CMC for **5 years**, turnkey job (accessories if any for installation including charges for installation/commissioning), SGST/CGST should be quoted 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.**
- 4.2 The Cover “B” of tenderers who qualifies in their technical bid, will only be opened at the office of the Superintendent, SCB Medical College, Hospital Cuttack at a date & time which will be intimated to them.

EARNEST MONEY DEPOSIT

- 5.1 The amount of Earnest Money Deposit required is mentioned in the Section-II. The Earnest Money Deposit will be submitted in the shape of **demand Draft only** in favour of **SUPERINTENDENT, SCB MEDICAL COLLEGE, CUTTACK** from any Nationalized/Scheduled Bank payable at **Cuttack**.
- 5.2 The EMD of the unsuccessful tenderers will be returned back without interest after placement of purchase order to the successful tenderer and EMD of successful tenderer will be returned after submission of performance security (ies)

- 5.3 The EMD will be forfeited if the tenderer withdraws its tender / furnish forged documents which is found during bid evaluation OR doesn't sign the contract / doesn't furnish performance security / doesn't supply the items (in case of successful bidder) within the stipulated time period.

PERFORMANCE SECURITY & AGREEMENT

- 6.1 The performance Security should be submitted in shape of Bank Draft/Bank Guarantee from a Nationalized / Scheduled Bank in favour of Superintendent, SCB Medical College, Cuttack payable at Cuttack equal to the amount of **10%** of the purchase order value of the item (excluding cost of CMC & taxes) within 21 days of issue of the purchase order.
- 6.2 The agreement (**as per Annexure – X**) will be signed between the supplier and the purchaser and will be kept by the purchaser.
- 6.3 The performance Security Money will be returned back to the tenderer without interest after the expiry of the warranty period i.e. two years after the date of installation & signing of the CMC agreement.
- 6.4 Security money will be forfeited if there is any violation of the tender terms and conditions.

TENDER CONDITIONS :

- 7.1 The details of the medical equipments with specifications are mentioned in **Section VI. The firm must clearly mention their specification, special features, upgraded version (if any), detail technical catalogue of the offered model in their tender.**
- 7.2 Tenders should be typewritten 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.
- 7.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with **5 years onsite comprehensive warranty** and exclusive of SGST/CGST ***be quoted for the medical equipments (Item wise) on door delivery basis. (cost of accessories if any required for Installation/Commissioning including installation/commissioning charges),***

5 year CMC cost & Tax should be mentioned in separate columns. The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.

- 7.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the equipment.
- 7.5 The rate per unit shall not vary with the quantum of order placed for destination point.
- 7.6 If there is difference between figures & words, words will be taken into consideration.
- 7.7 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 scheduled place & time.
- 7.8 The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government / 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 confirm to the controlled price or MRP as the case may be.
- 7.9 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the **date of approval of the rate contract** and on no account, any increase in the price will be entertained till the completion of this tender period.
- 7.10 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 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 for that reason, shall be rejected.
- 7.11 If at any time during the period of rate 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 purchaser immediately about such reduction in the contracted price. The purchaser 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.

- 7.12 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of **12 months from the date of approval**.
- 7.13 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 attested by a Gazetted Officer / Notary with his seal and signature.
- 7.14 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 three (3) years.
- 7.15 Rate should be quoted in Indian Currency, both in words and figures against each item as the payments will be made in Indian currencies only (Annexure-IX). The tenderer shall not quote his own rate for any item other than the item specified in the list. (**Section V – Schedule of Requirement**).
- 7.16 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 7.17 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Odisha from time to time. Either CGST or SGST (as applicable) will be paid to the supplier.
- 7.18 The requirement of items may increase or decrease depending on the situation.

PACKAGING :

- 8.1 All the packaging should be 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 without any limitation including rough handling during transit, exposure to extreme temperature, salt and precipitation during transit and upon storage.

COMPREHENSIVE WARRANTY & CMC :

- 9.1 The comprehensive warranty will remain valid for **5 years** from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the purchaser at the time installation.
- 9.2 The warranty will cover **all the parts of the machine or item and any replacement or repair required** within the warranty period and 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 the warranty period.
- 9.3 The Supplier shall warrant 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. The Supplier shall further warrant that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship 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.
- 9.4 **CMC:** The tenderer shall also commit to provide offer for CMC (**Labour + all spare**) for the **next five (5) years after five (5) years of warranty**. No extra cost will be paid other than the CMC cost for functioning of the item during this period. The supplier will provide one (**1**) preventive maintenance in every **six months** in a year during the period of CMC.
- 9.5 **The selected firm should have a service centre in Odisha.**
- 9.6 All the warranty certificates must be handed over to the consignee at the time of installation.

TRAINING & OPERATIONAL MANUAL:

- 10.1 The firm / supplier will provide hands on training to two doctors and two technicians in his own cost for operating / handling the medical equipment(s) at the time of installation of equipment.

- 10.2 The supplier / firm will provide the operation / maintenance manuals of all equipments to the purchaser at the time of installation.

UPTIME GUARANTEE:

11.1 UP-TIME BALANCE :

The Supplier (s) shall provide guarantee 95% uptime during comprehensive warranty period, i.e., for 5 years from the date of installation & commissioning.

Any uptime less than the specified period above will be compensated by the Supplier(s) by extending the warranty period. The consignee shall maintain a logbook in the format provided by the Supplier(s) which will indicate usage of the equipment every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

- 12.1 During the Guarantee / warranty period, desired uptime of 95% of 365 days will be ensured (24 hour). If downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The supplier must undertake to supply all spares for optimal upkeep of the equipment for **TEN YEARS** after installation. If accessories / other attachment of the system are procured from the third party, then the supplier must produce cost of the accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the purchaser if required.

In no case equipment should remain in non-working condition for more than 7 (seven) days from the date of complaint, beyond which a penalty will be applicable as per Rule.

- 12.2 The principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

SPARE PARTS:

- 13.1 The spare price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period should be attached / enclosed along with the sealed quotation.
- 13.2 The tenderers are required to furnish the list of spares along with their cost in the financial Bid separately which will not be taken for evaluation.
- 13.3 Local agents / distributors quoting on behalf of the manufacturer / importer must attach the authority letter in their favour.

LABELLING :

- 14.1 The equipment supplied must be properly labelled with Sl. No., Model Name, Make & year of Manufacture

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 15.1 The Purchaser reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.
- 15.2 The Purchaser 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.
- 15.3 The **supply should be completed within 15 days** from the date of issue of purchase order unless otherwise specified. If no supply is received even after **15 days** with liquidated damage from the date of issue of the purchase orders , such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified in **clause no. 21.1 to 21.2**. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.
- 15.4 The tender inviting authority or his authorized 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.

EVALUATION:

- 16.1 The price bid of the tenders who qualify in the technical bid fulfilling the eligibility criteria and complying to the technical specification shall only be opened.
- 16.2 The tender inviting authority may ask for demonstration of the equipment by the bidders at the premises of the tender inviting authority as a part of the technical evaluation before opening of price bid in order to verify the compliance to technical specification.
- 16.3 *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 the medical equipments will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for five (5) years, cost of turnkey (cost of accessories if any for installation/commissioning and installation charges) & CMC for for next five(5) years but excluding GST
 - b) The cost of the medical equipments (excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for five (5) years but excluding GST), cost of turnkey (cost of accessories if any for Installation/Commissioning and installation charges with all taxes for turnkeys) & cost of CMC for next five (5) years after warranty will be added for evaluation.

LIQUIDATED DAMAGE :

- 17.1 The purchaser may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 60 days) with a penalty of 0.5% which will be deducted from the purchase order value as “Liquidated Damage”, for each week (7 days) of delay up to a maximum 2% on the value of the goods.

- 17.2 If the supplier fails to complete the supply within the stipulated period, i.e. 15 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS OF PAYMENT :

- 18.1 No advance payments towards cost of medical equipments or turnkey job will be made to the tenderer.
- 18.2 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier as per clause no. 7.1, if they have not deposited the same before. Payment will only be made after ensuring signing of the Agreement, undertaking and handing over of warranty papers of equipment and turnkey jobs by the supplier to the purchaser.
- 18.3 No claims shall be made against the purchaser in respect of interest on earnest money deposit or performance security deposit or any delayed payment or any other deposit.
- 18.4 The payment of CMC will be made on a **six monthly basis**, after completion of warranty period and signing of the CMC agreement.

PENALTIES :

- 19.1 If the successful tenderer fails to deposit the required performance security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit / performance security deposit submitted shall stand forfeited by the purchaser.
- 19.2 Violating the tender terms and conditions & non supply / supply which is not as per technical specification will disqualify the firm to participate in the tender for a period of 3 (three) years from the date of issue of letter and his E.M.D & performance security deposit will be forfeited and no further purchase order will be placed to that firm for that item.

- 19.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court of the concerned District or High Court of Odisha.

INSPECTION/TESTING :

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

CONDITIONS APPLICABLE TO LOCAL MSEs / SSIs OF ODISHA:

The MSE / SSI Units of the State of Odisha will be given the following preferences in the tenders provided they produce the following documents as per MSME Development Policy-2009 and IRP - 2007:

- 21.1 Attested copy of valid manufacturing licence.
- 21.2 P.M.T Certificate from the Director of Industries, Odisha or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Odisha, provided that MSE / SSI units has not been derecognised by the Govt. for that specified period.
- 21.3 Local Micro & Small Scale Enterprises (MSE) and Khadi & Village industrial units including handloom and handicrafts will enjoy a price preference of 10% vis-à-vis over local medium and large industries as well as industries outside the State. Local Micro & Small Scale Enterprises having ISO, ISI Certification for their product shall get an additional price preference of 3% as per provision of IPR-2007.
- 21.4 Local MSEs registered with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC, NSIC shall be exempted from payment of earnest money and shall pay 25% of the prescribed performance security deposit.
- 21.5 Clause number 1 to 22 is also applicable to the Small Scale Industry Units of the State of Odisha.

SECTION –V
TECHNICAL SPECIFICATIONS

Equipment of MLCU

S.L. No	Name of the equipments& Instruments	Specifications
1	Crash Cart	Height- 47 inches Depth: 24 inches Width: 31 inches Weight: 88 pounds Features: 1. 5 inch Nylon enclosed quiet casters 2. Full extension soft close drawers 3. Built in security rail top 4. Adjustable and customizable built in track system 5. Leg options key lock 6. Waste container 7. Sharps container 8. Defibrillator shelf 9. Oxygen tank holder 10. IV pie mount 11. Crash cart handle 12. Breakaway lock 13. Cardiac board

2	Radiant Warmer for newborn	<ol style="list-style-type: none"> 1. It should be microcontroller based radiant warmer with manual and servo options. 2. It should have facility to display skin set, skin observed temperature in degree C and heat power separately. 3. Should have user friendly touch panel control. 4. It should have ceramic or quartz infrared or calrod heater. 5. It should have audiovisual alarm facility for overheating beyond set temperature range. 6. 6. It should have alarm facility for patient temperature less than or greater than the required temperature i.e. above or below the set range. Machine should sense the skin probe failure and cut off the heater. 7. 7. Warmer head should be rotatable in different direction, so as to allow taking X-ray. 8. It should have alarm for probe failure, power failure, system failure and heater failure. 9. Observation light of 90 to 100 foot candles or 1000 Lux (color temperature range 3700K to 5100K) should be provided for inspection 10. Battery backup for Power failure indication during power fail. 11. The desired temperature range from 25 to 40 degree C and settable temperature can be from 32 to 38 deg C. 12. The resolution should be 0.1 degree C and accuracy should be 0.2 °C. 13. Should have a facility to lock the keyboard to avoid unwanted user modification of the set parameters. 14. The height of the warmer should be adjustable for different types of bed. 15. It should have separate bassinet trolley, bed should be tiltable and have provision for x-ray cassette holder, Mattress foam density should be minimum 25 kg/cm³, transparent collapsible side walls easily detachable for cleaning. Mattress size should be minimum 16. Should have a Feather Touch operation with large digital display and comprehensive alarms. Control Panel should be liquid proof and allow easy and hygienic disinfection. 17. Manual Mode can adjust Heater Output 10-100 ⁰/6, with 10% increment, an auditory and visual alarm shall be given at least every 15 min. 18. In manual mode, heater cut off/ switch Off , if the maximum irradiance at any point of the mattress area exceeds a total irradiance level of 10 mW/cm² (between 10 to 30 minutes). 19. Bed should be about 80 - 100 cms from the Floor and 80-*ms from the heat source. 20. Should have lockable castor wheels. 21. Green indicator light shall be provided to indicate that warn-pr is ready for normal use. 22. Markings on the bassinet and X-Ray cassette holder is mandatory to enable proper positioning of the baby while doing the X-Ray. 23. The size of the drop down sides should be such that it is 5" above the mattress surface and should be atleast 6mm thick; clear and transpa rent. 24. If there is more than 60% heater output for 10 minutes it should cutoff with alarm.
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		<p>25. For the purpose of cable management there should be at least two number of tubing ports (edges covered by silicon rings) on the side walls. The height of the side walls should be minimum 110mm over the mattress.</p> <p>26. X-Ray cassette tray should be at least 750X350mm and should adopt up to 20mm thick X-Ray cassette.</p> <p>27. The bay bed should be crevice free for ease of cleaning, infection control.</p> <p>28. The mattress used should be of biocompatible material.</p> <p>29. Thermistor based skin temperature probe should be small in size not more than 10mm diameter and 3-4mm thick to fix the probe firmly on the infant. Baby contact material should be biocompatible as per ISO 10993 standard requirement. It should be insulated on one side and have well conducting nonrusting, non-reacting metallic surface on the other side. Probe wire should be pliable, thin and soft. The attachment site of the probe with the wire should also be pliable and non-stiff.</p> <p>PHYSICAL CHARACTERISTICS</p> <ol style="list-style-type: none"> 1. Dimensions (metric) specifications up to: 2000 mm (Height) X 900mm (Width) X 1100 mm (Length). 2. Weight (lbs, kg) maximum spec: 150kg, 3. Configuration Atleast 60 degree angle adjustment must be possible in the heat source and it should provide shielding to the infant in case of breakage of tubes/bulbs, All surfaces to be made of corrosion resistant material. Noise (in dBA) Auditory alarm shall have a sound level of at least 65 dBA at a distance of 3 m from the front of the infant radiant warmer, and the sound level of the alarm shall not exceed 80 dBA on the mattress. 5. Heat dissipation Should maintain upto 36.5 deg temp and the heat disbursed through a exhaust fan , so that effect of UV light is not disturbed. 6. Mobility, portability Yes, on castors (2 of the castors should have breaks; casotor size can be atleast 4inch). <p>ENERGY SOURCE (Electricity, UPS, solar, gas, water)</p> <ol style="list-style-type: none"> 1. Power Requirements 220 to 240V, 50 Hz 2. Battery operated Power failure indication during power fail. 3. Tolerance (to variations, shutdowns) \pm 10% of input 4. Protection OVP, earth leakage protection, 5. Power consumption maximum 800 Watt 6. Other energy supplies Solar Heating - desirable ; not essential <p>ACCESSORIES, SPARE PARTS, CONSUMABLES</p> <ol style="list-style-type: none"> I. Accessories (mandatory, standard, optional) Should have standard IV pole(sturdy;non rusting; medical grade stainless steel;adjustable to a max height of 6 feet from the ground level), monitor tray(12X10 inches;mdegswivel;fixed at level of warmer display) and storage trays. 2. Spare parts (main ones) Skin temperature probes, Consumables / reagents (open, closed system) Thermal refelct6r to fix the skin probe on baby.
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3	Birthing Stool	<p>Height- 370mm Depth: 470mm Width: 570mm Weight: 14kg Materials: A combination of litrite and sicare composite vesins</p>
4	Instrument Trolley	<p>1. Overall size: 686mm L x 457mm W x 813mm H. 2. Stainlesssteel tubular frame work should be made from 25.4mm OD x 18G Vertical & horizontal tubes. 3. Trolley should be mounted on 125mm dia. Non rusting swiveling castor wheels. 4. Two S.S. shelves with protective railing on three sides. 5. Only 304 grade S.S. should be used. 6. All S.S. sheet used in manufacturing of furniture shall be of 304 grade conforming to IS 6911:1992 7. The company should have ISO 9001:2008 & ISO 13485 Certification.</p>
5	Overhead light for labour room	<p>Conventianla labour room layout- 500Lx lighting Based on Lx figures, number of lumens should be calculated for each area using the area in square moters Number of LED lights should be calculated based upon the number of lumen required.</p>
6	Baby Cradle	<p>Length: 75cm, Width: 40cm, Height: IOOcm M:S- Tubular pipe, stand fitted with PVC stumps, wire mesh hanging cradle, pretreated and eponly powder coated</p>
7	Suction Machine	<p>Portable suction unit: size 38xl 7x28.5cm, weight 5. lkg Description (e.g.: model Vario A/C, manufacturer Medela) Technical specifications: SUCTION MACHINE with pump: - Power supply: 230-240V/50Hz - Vacuum capacity: 1 8 litres/mim - Maximum depression: -75kPa (-563mmHg) Vacuum is created by a plastic piston and cylinder system, with four vacuumcreating modules (QuatroFlex™technology). The membrane vacuum regulator permits accurate vacuum settings. Double overflow-protection system (bottle and pump). Working temperature range: +5 to +40°C. The safety device protects the pump against overflow: suction is interrupted when foam or liquids reach the safety level in the small jar. All components are reusable and can be steam sterilized at 134°C. A collector system with a single-use protection device has been added on request ofthe ICRC</p>

8	Stainless steel rigid wheelchair with Cushioned seat and back	<p>Overall size: 1120 mm D x 680 mm W x 950 mm H. (± 10 mm Engineering Variation)</p> <p>SS tubular frame work of diameter 22 mm x 1.2 mm (18 G) except for the four widthwise stays of diameter 19.05 mm x 1.2 mm (18 G) SS tube.</p> <p>Stainless steel tubular frame works with fitted cushioned seat and back is mounted on two 200mm diameter Swivel Castor mounted on SS tube of diameter 25.4 mm x 1.2 mm (18 G).</p> <p>The castor is having semi round rubber hardness : 80 shore fitted over polyamide molded pulley. The wheel shall have two number ball bearings and 3/8 “ nut and bolt.</p> <p>The size of cushioned seat is 420 mm L x 410 mm W x 65 mm H (Thickness) and size of cushioned back is 410 mm L x 400 mm W x 50 mm H (Thickness)</p> <p>Cushion Seat and back is made for P.U. foam having 32 density. (± 3 Density)</p> <p>Thickness of Rexene : 0.6 mm. Seat section provided with 12 mm ply frame. Back seat (cushion) : No MS flat. Provided with wooden frame size fitted with wooden screw to ERW tube.</p> <p>Two Adjustable aluminium footrest provided 75 mm above the floor.</p> <p>Arms : Two nos. inject molded from black polypropylene and fixed with bolts to the tubular arms.</p> <p>Two solid rubber tyre bicycle wheels diameter 635 mm with brakes and provided with S.S hoops made from Diameter 15.8 mm x 1.2 mm (18 G) tube for self propulsion.</p> <p>Two handle with proper hand grip made from black PVC provided.</p> <p>The the outer diameter of wheel rim made from MS is 600 mm. The diameter of the spoke made from MS is 2.6 mm. Total nos. of spoke used is 32. The spoke is fixed with wheel rim with the help of MS nut.</p> <p>Patient bearing and Weighing bearing capacity 135 Kgs.</p> <p>The wheel rim and spokes are nickle - chrome plated.</p> <p>All the SS parts should be of 304 grade material.</p> <p>Safe working load of 135 kgs.</p> <p>Supplied in KDC condition.</p> <p>All Process Parameters to be as per documented IMS Procedures for Quality Assurance (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 & ISO 13485:2016 Quality Management Systems).</p> <p>Safety belts for Wheelchair.</p> <p>Molded Chart holder.</p>
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9	4 Legs Revolving stool Fully Stain steel.	<p>Overall Approx. Size: 460mm To 670mm H. (\pm 10 mm Engineering Variation)</p> <p>Tubular Quadrilateral base of 25.4 x 14 g ERW tube S.S (304) with revolving SS top. Height adjustment by screw. 300mm dia</p> <p>The legs fitted with 4 high quality PVC shoes with nylon reinforcement. S.S Ring for footrest.</p> <p>All SS parts made of 304 grade with buffed and matt finished.</p> <p>Load bearing capacity 135 Kgs</p> <p>All Process Parameters to be as per documented IMS Procedures for Quality Assurance (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 & ISO 13485:2016 Quality Management Systems).</p>
10	Three Bucket Mop Wringer Trolley with Wheel for Commercial Use	<p>Colour : Blue, Red & Yellow</p> <p>Material : ABS plastic</p> <p>Capacity : 60 litres (20 Ltr. Each)</p> <p>Handle Material : Tpr, Aluminium, Abs, Rubber</p> <ul style="list-style-type: none"> • Mop-handle clip-on holder keeps mop upright in bucket to make sure the mop doesn't lurch. The structure of mop bucket is stable so it doesn't spill water when it moving or working. It can prevent wasting water. The water bucket has 18 Litre capacity, it reduces the use of water to some extent. • Cleaning wringer portable trolley use the bright color, bright yellow color for easy visibility and added safety. The trolley has warning signs printed on them to remind people of their safety without the stereoscopic warning board. Suitable for household, commercial, restaurant, hall. • 6" non-marking rubber swivel wheels anti-slip and high elasticity, makes the toughest jobs easier by minimizing the effort of transporting large volumes of liquid over any floor. The handle is so long that takes less effort to work. The rocker is fitted with a blue sleeve to prevent skidding. Aluminium Blue Handle. The mop bucket 3 x 20 LTR made of PP which is featuring strong hardness, high temperature resistant environmental material, and difficult to react chemically. It's strong and durable. The wheels are made of TPR which is anti-slip and wear-resisting. It doesn't scratch the ground and easy to control. • Wringer side-press wring is easy to use and is designed to perform up to 50, 000 wringing cycles that can be used for a long time. Cleaning wringer can dismount from trolley. The water bucket has a handle for lifting easily. The arc design on the bucket is convenient for pouring water.

11	Led Examination Light	<ul style="list-style-type: none"> • LED bar for indication • Adjustable Height with SS Pipe and ABS Base • Brightness up-down control • The flexible and stable balance • Adjustable brightness with indicator • Excellent cold light • 12 LED In single dome (4 LED Yellow + 8 LED White) • 40,000 intensity lux (+/-10%) • 150 mm dome size • Size of field 12-30 cm • Color temp: 4000-5000K. • Life of led 50000 Hr. • Power supply: 230 V AC
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OTHER ITEMS

Sl. No.	Name of the Items for MLCU
1	Birthing Ball (85"cm)
2	Peanut Ball (70cm)
3	Thermometer
4	Wall Clock with Second Hand (1½ ft.)
5	Small Bowl 45cm (for betadine use)
6	Foot Setp (three step)
7	Stretcher Trolley Pattern
8	Haemoglobino Meter digital (with strip)
9	Urine Albumin Stick
10	Yoga Mat
11	Bed Pan for female (Big, medium & Small)
12	Normal delivery tray with cover (15 x 12)
13	Normal delivery tray with cover (12 x 12)
14	Eposotomy Scissor
15	Kelly's forecep for PPIUCD
16	Speculum

* CMC agreement should be made with the selected firm on supply of the item No. 1 (Crash Cart), No. 2. (Radiant Warmer for New Born), No. 5 (Overhead light for labor room) and No. 7. (Suction Machine).

** Except Sl. No. 1, 2, 5, & 7 No performance security, CMC agreement need for the other items.

*** The suppliers have to submit sample of above quoted items for technical evaluation before opening of price bid.

The qualified samples items will be taken in to the consideration for price evaluation.

SECTION –VI

ANNEXURES

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

ANNEXURES

**(To be submitted in
COVER A - TECHNICAL BID)**

ANNEXURE –I
(Refer Clause No. 3.1)

CHECK LIST

(To be submitted in Cover A Technical Bid)

Note : The documents has to be arranged serially as per the order mentioned in the check list

Please put ✓ in the respective box

COVER – A (TECHNICAL BID) DOCUMENTS : SUBMITTED OR NOT

1.	List of Item (s) – Annexure II	<table><tr><td>Page</td><td></td></tr><tr><td>No</td><td></td></tr></table>	Page		No		<table><tr><td>Yes</td><td></td></tr></table>	Yes		<table><tr><td>No</td><td></td></tr></table>	No	
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4.	Details of Manufacturing Unit / contact person Liaisioning agent / servicing centre (Annexure III)	<table><tr><td>Page</td><td></td></tr><tr><td>No.</td><td></td></tr></table>	Page		No.		<table><tr><td>Yes</td><td></td></tr></table>	Yes		<table><tr><td>No</td><td></td></tr></table>	No	
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5.	Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	<table><tr><td>Page</td><td></td></tr><tr><td>No.</td><td></td></tr></table>	Page		No.		<table><tr><td>Yes</td><td></td></tr></table>	Yes		<table><tr><td>No</td><td></td></tr></table>	No	
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6.	Manufacturer’s Authorization Format (Annexure – V) (for distributor/Importer)	<table><tr><td>Page</td><td></td></tr><tr><td>No.</td><td></td></tr></table>	Page		No.		<table><tr><td>Yes</td><td></td></tr></table>	Yes		<table><tr><td>No</td><td></td></tr></table>	No	
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7.	Proof of avg. Annual turnover of or more for preceding 3 financial years (for Manufacturer/Importer) (for authorized distributors) (Annexure - VI) (Annual turnover for the manufacturer/importer is also to be submitted in case of distributor)	<table><tr><td>Page</td><td></td></tr><tr><td>No.</td><td></td></tr></table>	Page		No.		<table><tr><td>Yes</td><td></td></tr></table>	Yes		<table><tr><td>No.</td><td></td></tr></table>	No.	
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8.	Audited Account Statemen (P&L Account) /AnnualReport for the three financial years by highlighting the figure in it, which is mentioned in the Annexure -VI	<table><tr><td>Page</td><td></td></tr><tr><td>No</td><td></td></tr></table>	Page		No		<table><tr><td>Yes</td><td></td></tr></table>	Yes		<table><tr><td>No</td><td></td></tr></table>	No	
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9.	Performance Statement (Item wise) during the last three year (Annexure -VII)	<table><tr><td>Page</td><td></td></tr><tr><td>No.</td><td></td></tr></table>	Page		No.		<table><tr><td>Yes</td><td></td></tr></table>	Yes		<table><tr><td>No</td><td></td></tr></table>	No	
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10.	Copies of Purchase orders (Item wise) in support of the performance statement	<table><tr><td>Page</td><td></td></tr><tr><td>No.</td><td></td></tr></table>	Page		No.		<table><tr><td>Yes</td><td></td></tr></table>	Yes		<table><tr><td>No</td><td></td></tr></table>	No	
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| 11. Deviation/No deviation Statement (Item wise) & details of technical specification (Annexure -VIII A & B) | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Page</td><td style="width: 40px;"></td></tr> <tr><td style="padding: 2px;">No.</td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Yes</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">No</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> | Page | | No. | | Yes | | | | No | | | |
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| 12. Leaflets/Technical Brocheures of the Equipment offered (Item wise) | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Page</td><td style="width: 40px;"></td></tr> <tr><td style="padding: 2px;">No.</td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Yes</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">No.</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> | Page | | No. | | Yes | | | | No. | | | |
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| 13. Copy of Import license (In case of Importer) | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Page</td><td style="width: 40px;"></td></tr> <tr><td style="padding: 2px;">No.</td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Yes</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">No</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> | Page | | No. | | Yes | | | | No | | | |
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| 15. Attested Photocopy of Up-to-date CE / US FDA/BIS Certificate (Item wise) (As per technical specification) | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Page</td><td style="width: 40px;"></td></tr> <tr><td style="padding: 2px;">No.</td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Yes</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">No</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> | Page | | No. | | Yes | | | | No | | | |
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| | | | | | | | | | | | | | |
| 19. Copy of original Tender and schedules, duly signed by the Tenderer | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Page</td><td style="width: 40px;"></td></tr> <tr><td style="padding: 2px;">No.</td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">Yes</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px;">No</td><td style="width: 40px;"></td></tr> <tr><td></td><td></td></tr> </table> | Page | | No. | | Yes | | | | No | | | |
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| No. | | | | | | | | | | | | | |
| Yes | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| No | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

Annexure II

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

LIST OF ITEM(S) QUOTED

Sl.	Name of Item(s)	Name of Manufacturer	Make	Model Name	Details of offered product at Page No. (s)
1					
2					
3					

Signature of the Tenderer :

Date :

Official Seal:

Annexure IIA

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

DETAILS OF EMD(S) SUBMITTED

Sl.	Name of Equipment	EMD Amount (Rs.)
	TOTAL (Rs.)	

Signature of the Tenderer :

Date :

Official Seal:

ANNEXURE – III

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

DETAILS OF THE TENDERER & LOCAL CONTACT PERSON

	Corporate Office (The address in which the purchase orders and payment details will be communicated)	Local Contact Person / Branch Office / Zonal Office / Service Centre if any, in Odisha.
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	(Copy of Certificate of incorporation of Manufacturer)	
Name of the issuing authority		
Import License (in case of Importer only)	(Furnish photocopy of Import License)	
VAT validity	(Furnish photocopy of GST)	
PAN	(Furnish photocopy of GST)	
Details of the Service Centre Facilities in Odisha		

**Signature of the Tenderer :
with seal**

Date :

Official Seal :

ANNEXURE – IV

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

DECLARATION FORM

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

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

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit
and or Performance Security Deposit and blacklist me/us for a period of 3 years if, any
information furnished by us proved to be false at the time of inspection / verification and not
complying with the Tender terms & conditions.

I / We do
hereby declare that I / we will supply the _____ as per the terms, conditions &
specifications of the tender document. I / we further declare that I / we have a service centre /
will establish a service centre within one month of installation of the equipment in Odisha.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

(To be submitted in *Cover A -Technical Bid*)
MANUFACTURER’S AUTHORISATION FORMAT

To

**The Superintendent
SCB Medical College and Hospital
Cuttack -753 007, Odisha**

Ref: Tender No. _____ Dated _____ for _____.

Dear Sir,

We, _____ are the manufacturers of _____
_____ (name of equipment(s) and have the manufacturing factory at _____
_____.

1. Messrs _____ (name and address of the agent) is our authorized distributor for sale and service of _____ (name of equipment(s))
2. We confirm that no supplier or firm or individual other than Messrs _____ (name of the above distributor) is authorized to submit a tender and enter into a contract with you for the above goods manufactured by us.
3. We also extend our full warranty (5 years comprehensive warranty) and also full back-up support for 5 years CMC after the warranty period as required by the purchaser.
4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty and AMC/CMC services for 10 years and do accept to provide uptime guarantee of 95% as per this tender clause No. 13.1.

Yours faithfully,

(Signature with date, name and designation)

For and on behalf of Messrs _____

(Name & address of the manufacturers)

Seal

Note :

1. This letter should be on the *letterhead* of the *manufacturer (Item wise)* and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter shall be attached to the technical bid.

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

ANNEXURE – VI

(To be furnished in the **letter head** of the Auditor/ Chartered Account)

ANNUAL TURN OVER STATEMENT

The Annual Turnover for the last three financial years of M/s _____ who is a Manufacturer /Distributor/Importer (Pl. tick whichever is applicable) are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in (Rs.)
1.	2019 - 2020	-
2.	2020 - 2021	-
3.	2021 – 2022	-

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

Date:
Place:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

Note:

- To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the Membership no.
- To be supported by the attested photocopies of audited account statement / P&L account/ Annual Report and the figure of turnover mentioned in the format (Annexure – VI) should be highlighted there. The authorized distributor has also to furnish his turnover statement in the above format.

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

Annexure VII

PROFORMA FOR PERFORMANCE STATEMENT

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

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

Tender Reference No. :

Name of Tenderer :

Name of Manufacturer :

Name of the Item : _____

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)**
							As per contract	Actual		
1										
2										
..										
..										
			Total Qty							

Signature and seal of the Tenderer

- * The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.
- ** The documentary proof will be certificate from the consignee/end user indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

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

Annexure VIIIA

STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS (IF ANY)

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

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

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

Signature of the Bidder

Name :

Date :

Place :

Seal

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

Annexure VIII B

DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT (S) OFFERED BY THE BIDDER

Sl. No.	Item Name	Make	Model	Detail Specification of the product(s) offered* (Pl. Describe the detail specification of the product offered) – Para wise compliance to the technical specification asked for.	**Page no. of the Catalogue / Leaflet where Para wise compliance information as per technical specification is available
1					
2					
..					
..					

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

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

Signature of the Bidder

Name :

Date :

Place :

Seal

ANNEXURES

(To be submitted in COVER B - PRICE BID)

FORMAT I - PRICE SCHEDULE (For Item : Gas pipeline and Gas plant with Oxygen Compressor Vacuumed unit (fully functional unit))**Whether GST paid to Government of Odisha: Yes / No . If Yes, furnish the copy of Odisha VAT registration certificate**

Name of the Item (s) (Items mentioned in the schedule of requirement)	Make & Model	* Price of the items with all accessories which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 5 years onsite warranty, calibration charges if any & excludes tax	CMC (excluding Service Tax) for five years after expiry of five years warranty period (please mention on yearly basis)	**Cost of if any (all materials : for electrical, civil , air conditioning work etc.) for installation & commissioning and all charges towards installation/commissioning including all taxes for in Rs. (Door delivery & installation)	Total Cost of the (fully functional unit)with CMC (Exclusive of CGST/SGST) (In Rupees)	***Taxes (if any) on & above the item price mentioned in col. (3) (Mention whether, the % of tax & it's value in Rs.)	
(1)	(2)	(3)	(4)	(5)	6=3+4+5	7	8
			6 th yr -10yr. 9Year wise) Total :				
No. 1 (Crash Cart)							
No. 2. (Radiant Warmer for New Born),							
No. 5 (Overhead light for labor room)							
No. 7. (Suction Machine)							

* Breakup of the price of individual items of the items mentioned at col. (3) above should be mentioned separately at Annexure IXA2

** The cost of turnkey shall include any specific accessories/equipment required for installation/commissioning and . In case of turnkey, the details of accessories/equipment are to be mentioned.

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

Signature of the Bidder:
NameDate :
Place :

Seal

1. Rates should be quoted both in figures & words for each item and if there is any discrepancy, the quoted rates in words will be taken for evaluation.

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

ANNEXURE-IX A2

Sl.	Name of the Individual Item (s)	Make & Model	Unit Price (includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) & excludes GST	Estimated Quantity required	Total Estimated Price
			Cost in Rupees (both in words & figures)		Cost in Rupees (both in words & figures)
	(1)	(2)	(3)	(4)	(5) = (3) x (4)

Signature of the Bidder:
Name

Date :
Place :

Seal

Note : Rates should be quoted both in figures & words for each item and if there is any discrepancy, the quoted rates in words will be taken for evaluation.

ANNEXURES

(Agreement, Warranty and CMC Undertaking)

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 2014

BETWEEN

Name of the Supplier
with full address

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

AND

Superintendent, SCB Medical College Hospital-Cuttack

herinafter called the “PURCHASER” _____ as 2nd Party.

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

And whereas the 2nd party “Purchaser(s)” is willing to purchase

Name of the Item:

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

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

<u>Description of goods</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
-----------------------------	------------	--------------	--------------

The price / cost of the item also include the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. Training to doctors & technicians.
1. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of five year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
2. Installation and commissioning of the system by the Supplier’s engineer at site.
3. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

CMC cost for next 5(five) years after the warranty period shall be paid after completion of the warranty period (on a six monthly basis).

TERMS AND CONDITIONS:-

PRICE :

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

SUPPLY

The supply should be completed within 15 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 15 days or 30 days with liquidated damage from the date of issue of the purchase orders , such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified under Penalty. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

LIQUIDATED DAMAGE :

The C.D.M.O. of the concerned district may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 15 days) with a penalty of 0.5% which will be deducted from the purchase order value as “Liquidated Damage”, for each week (7 days) of delay upto a maximum 2% on the value of the goods.

If the supplier fails to complete the supply within the extended period, i.e. 15 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS FOR PAYMENT :-

A. The payment(s) shall be made by purchaser in Indian currencies. No advance payments towards cost of Instruments and Equipments etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft/bank guarantee amounting to 10% of the purchase order value which will be deposited with the O/o of the concerned consignee.

B. Before release of payment the supplier has to submit the signed agreement, warranty documents of equipment and turnkey job to the consignee. The undertaking as per Annexure – XI & XII will also be submitted to the consignee with photocopies to the purchaser.

C. The payment of CMC will be made on six monthly basis after expiry of the warranty period and signing of the CMC agreement.

UP-TIME BALANCE :

The Supplier (s) shall provide guarantee 95% uptime i.e. 41610 hours (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 - $0.95 \times 8760 \text{ hrs.} = 8322 \text{ hrs. per annum.}$

For 3 years warranty = $8322 \times 3 \text{ hrs}$

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.

DOWNTIME PENALTY CLAUSE:

During the Guarantee / warranty period, desired uptime will be 95% of 365 days (24 hour) if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipment for **TWO YEARS** from the date of installation at the site. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the consignee if required.

In no case equipment should remain in non-working condition for more than 7 working days.

The manufacturers or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

COMPREHENSIVE MAINTENANCE CONTRACT:

The supplier will provide CMC for 7 (seven) years after the completion of 3 years comprehensive warranty period.

INSTALLATION AND DEMONSTRATION :

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

TRAINING :

Supplier(s) shall impart adequate training to 2 doctors and 2 technicians at the site / his / their factory / workshop inside / outside India as the case may be at the Supplier(s) cost.

INCIDENTAL SERVICES :

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 five (5) years i.e. the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this contract.

The successful supplier shall replace any part or whole system as may be necessary in the event of damage during transit or found damaged on arrival or during installation of the system or if found not in conformity to the specifications at his / their own cost.

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the equipments / instruments to be supplied by him / them and to provide spare parts for up keeping the Equipments / Instruments for a minimum period of 10 years from the date of installation.

The price of the instruments / equipments is inclusive of warranty for a period of 5 (five) years commencing from the date of installation. The tenderers shall submit undertaking for C.M.C (Comprehensive Maintenance Cost) for a period of 7 (seven) years from 8th year onwards duly signed by authorised signatories for the execution at appropriate time (Annexure – X & XI).

SPARE PARTS :

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (5 years) during the CMC period.

COMPREHENSIVE WARRANTY :

This warranty shall remain valid for three (5) years from the date of installation & commissioning of the machine / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

The warranty will cover all the parts of the machine or item and any replacement or repair required within the warranty period will be provided by the supplier free of cost at the destination point (Installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during warranty period.

The Supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials (even if the advanced facilities are not mentioned in our product specification). The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications)

or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

The Purchaser / consignee shall promptly notify the Supplier in writing / Fax / Telephone of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall with all responsible speed will repair or replace the defective goods or parts thereof without cost to the purchaser to maintain its UP TIME offered in the beginning of purchase otherwise penal provisions shall apply if the supplier fails to keep up its UP TIME.

If the Supplier, having been notified, fails to remedy the defect(s) within 10 days, the Purchaser may proceed to take such remedial action as may be necessary, like forfeiture of EMD or recovery from security deposit the amount of loss incurred by the purchaser.

GOVERNING LANGUAGE :

The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract which are exchanged by the parties shall be written in English.

DELIVERY OF DOCUMENT :

Four (4) copies of the Supplier invoice / bills showing purchase order number, good's description, quantity, unit price, total amount with stock entry certificate by the consignee.

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

Attested Photocopy of Manufacturer's / Supplier's warranty certificate. (The original warranty certificate is to be submitted to the consignee at installation point).

INSURANCE :

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

PACKAGING :

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

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

- 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 **Superintendent, SCB Medical College Hospital-Cuttack** will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not be 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 **Superintendent, SCB Medical College Hospital-Cuttack** 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 **Superintendent, SCB Medical College Hospital-Cuttack** 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 **Superintendent, SCB Medical College Hospital-Cuttack** and the tenderer shall be liable for all losses sustained by the **Superintendent, SCB Medical College Hospital-Cuttack** in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

Supply of sub-standard items or non - performance of tender terms & conditions will disqualify a firm to participate in the tender for the next five years.

ARBITRATIONS :

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

CHANGE OF TERMS AND CONDITIONS :

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

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

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)

ANNEXURE – XI

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

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

I / we / M/s _____

hereby declare that

- i. I / we do Accept / Agree for the warranty / guarantee (**5 years Warranty followed by 5 years CMC** (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 **5 year comprehensive warranty** is valid from dt._____ to dt._____.
- v. The **5 year CMC** is valid from dt._____ to dt._____.

Date:

Place:

Signature of the competent authority

on behalf of the company / firm.

Seal of the firm.

N.B: 1. To be attested by Notary Public

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

ANNEXURE – XII

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 **5 years followed by 5 years CMC**) and payment terms and conditions of this tender.
3. I / we do hereby confirm that the prices / rates quoted are fixed and are at par with the prices quoted by me / us to any other Govt. of India / Govt. of Odisha Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
4. I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
5. I / we have necessary infrastructure for the maintenance of the equipment and will provide all the accessories / spares as and when required.

6. I / we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee / warranty / maintenance of the machinery / equipment and have provided written confirmation for the same.
7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the equipment's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 5 years warranty period.

Signature of the witness
Name & address

Signature of the Tenderer
Name & address

Dated

Seal of the firm.

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