

**ZILLA SWASTHYA SAMITI, KHURDA**  
**TENDER CALL NOTICE**

Sealed quotations are invited from interested registered manufacturers / authorized distributors for supply of following items on rate contract basis to C.D.M.O, Khurda. Details regarding items and terms and conditions may be downloaded from [www.khordha.nic.in](http://www.khordha.nic.in). Your quotations should reach the office of the undersigned by 10.01.2012 till 2 P.M along with all relevant documents. The tender will be opened at 3.00 P.M on same date. The bidders can quote any or all the items but tender paper cost and E.M.D will be deposited separately for each group of items.

Group Serial	Name of Item	Tander paper cost (₹)	E.M.D (₹)	D.D drawn separately in favour of
1	Drugs	200.00	10,000.00	ZSS(MISC.)Khurda
2	Laboratory Reagents	200.00	10,000.00	ZSS(MISC.)Khurda
3	Medical Equipments	200.00	10,000.00	ZSS(MISC.)Khurda
4	<b>Medical Instruments</b>	<b>200.00</b>	<b>10,000.00</b>	<b>ZSS(MISC.)Khurda</b>
5	Medical Consumables	200.00	10,000.00	ZSS(MISC.)Khurda
6	Medical Kit items	200.00	10,000.00	ZSS(MISC.)Khurda

The undersigned reserves the right to reject any or all the quotations without assigning any reason thereof.

Sd/-  
**Chief District Medical Officer**  
**Khurda**

Sl.	Name of the Item
1	Blood Pack Storage Refrigerator with Voltage Stabilizer
2	Anaesthesia Machine
3	ECG Machine
4	Nebuliser
5	Foetal Monitor
6	Electrical Steriliser
7	Boyles Apparatus
8	O.T Shadowlers Lamp
9	Suction Machine (Electrical)
10	Oxygen Concentrator
11	Cautery Machine
12	Photo-Therapy Units (Double Surface )
13	B.P Instrument (Mercury)
14	Stethoscope
15	Weighing Machine (Deluxe Model)
16	Ambu Bag With Mask
17	Resuscitation Kit
18	Suction Machine (Manual)

***TERMS, CONDITIONS & SPECIFICATION FOR  
SUPPLY & INSTALLATION OF VARIOUS MEDICAL  
INSTRUMENTS FOR A PERIOD OF ONE YEAR***

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

Tel / Fax: 06755 / 222993

**Bid Reference No. – C.D.M.O, KHURDA 2011 – 2012 – M.I**

**TENDER DOCUMENT FOR SUPPLY & INSTALLATION  
OF  
VARIOUS MEDICAL INSTRUMENTS**

DATE OF COMMENCEMENT OF SALE OF THE BID DOCUMENT: 26/12/2011  
from 11 A.M to 4 P.M

PRE BID CONFERENCE : 28.12.2011 at 11:30AM

LAST DATE & TIME FOR SALE OF BID DOCUMENTS : 09.01.2012 up to 4.00 P.M

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS : 10.01.2012 up to 11.30 A.M

DATE & TIME OF OPENING OF COVER-A (Technical Bid) : 10.01.2012 at 2.00 P.M

DATE OF OPENING OF COVER-B (Price Bid) 12.01.2012 : at 3.00 P.M

PLACE OF OPENING OF BID DOCUMENTS: **OFFICE CHAMBER OF C.D.M.O, KHURDA**

ADDRESS FOR COMMUNICATION  
AND  
RECEIPT OF BID DOCUMENTS

:

**O/o. C.D.M.O, KHURDA  
At/Po./Dist. - KHURDA  
ODISHA – 752055.  
Tel / Fax: 06755-222993  
Email: dpmukhurda@gmail.com**

**OFFICE OF THE CDMO KHURDA**



**ABBREVIATIONS:**

C.D.M.O/C.M.O	:	Chief District Medical Officer
M.O, I/c	:	Medical Officer In-charge
S.D.M.O	:	Sub-Divisional Medical Officer
DHH	:	District Head Quarter Hospital
SDH	:	Sub-Divisional Hospital
CHC	:	Community Health Centre
RKS	:	Rogi Kalyan Samiti
ZSS	:	Zilla Swasthya Samiti

## SECTION -II

### IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser	Health & F.W. Department
2.	Indenter	C.D.M.O/C.M.O, M.O, I/c
3.	Consignee	DHH, SDH, CHC
4.	Delivery Period	Within <b>60 days</b> from issue of the work order.
5.	Mode of Delivery	By Air / Road / Rail
6.	Guarantee / Warranty	<b>Guarantee / Comprehensive warranty:</b> including spares, maintenance etc. for a period <b>2(two) years</b> from the date of installation & commissioning. <b>3(three) years</b> CMC after warranty period.
7.	EMD	Rs. 10,000/- (Rupees Ten thousand) only per tender. The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of ZSS (MISC.) KHURDA, from any Nationalised / Scheduled Bank payable at KHURDA.
8.	Security Deposit (Performance Security)	The selected firm should submit the performance security in shape of Bank Draft from a Nationalised Bank in favour of ZSS (MISC.) KHURDA, equal to the amount of 10% of the purchase order value (for instruments only) of the items within 21 days of issue of the purchase order will be returned back after completion of warranty period.
9.	Pre-qualification	<p><b>A.</b> Manufacturing units / Importers are eligible to participate in the tender provided, they have</p> <ul style="list-style-type: none"> <li>(i) Valid manufacturing license / Import License.</li> <li>(ii) Valid ISO certificate.</li> <li>(iii) Product must be CE / US FDA etc certified as per Technical Specification (Section V)</li> <li>(iv) Tenderer (Manufacturer/Importer) should have proof of supply of 10 nos. or more of the quoted instrument(s) to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user in last 2 years.</li> <li>(v) Proof of annual average turnover (Manufacturer) of Rs.1 crore or more in the last three (3) financial years (2008-09, 2009-10, 2010-11)</li> <li>(vi) Proof of manufacturing of these instruments from last 3 years.</li> <li>(vii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization for the quoted item is not eligible to participate in the tender during the period of blacklisting.</li> </ul> <p><b>B.</b> Authorised distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p> <ul style="list-style-type: none"> <li>(i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at <b>Annexure - V</b>. The authorised distributor may raise bill, if specially authorised by the manufacturer.</li> <li>(ii) The authorised distributor will submit all the documents in support of eligibility of the manufacturer as mentioned above in clause No. "A" along with the tender.</li> </ul>

## SECTION -III

### **TERMS AND CONDITIONS FOR SUPPLY & INSTALLATION OF VARIOUS MEDICAL INSTRUMENTS**

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- 1.1 Sealed tenders will be received by Dated 10/01/2012 up to 11:30 AM by the C.D.M.O, KHURDA for the purchase of medical instruments. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Courier services / Speed Post only.**
- 1.2 Pre-bid conference shall be held in the office chamber of the C.D.M.O, Khurda on 28/12/2011 at 11:30 A.M. The prospective bidders may attend and clarify any doubts on the terms and conditions of the bid document.
- 1.3 The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by superscribing **Cover “A” (Technical Bid) & Cover “B” (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be superscribed as “Tender for the supply & installation of Medical Instruments to the Office of C.D.M.O, Khurda, Odisha” & Tender Reference No. C.D.M.O, KHURDA 2011 – 2012 – M.I
- 1.4 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened by the C.D.M.O in the office chamber of the C.D.M.O, Khurda at 2 P.M on 10/01/2012. 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 are eligible to participate in the tender provided, they have

- (i) Valid manufacturing license / Import License. Importers have to furnish the authorization from the manufacturer.
- (ii) Valid ISO certificate.
- (iii) Product must be BIS/CE / US FDA etc Certified (As per **Section V** - technical specification).
- (iv) Tenderer should have proof of supply of ten (10) or more Blood Pack Storage Refrigerators to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user in last 2 years. (Annexure VII)
- (v) Proof of Average annual turnover of the manufacturing firm of Rs.1 Crore or more in last three (3) financial years in India (Annexure VI).
- (vi) Proof of compliance with IEC Certificate (As per **Section V** - technical specification) -Medical Electrical Instruments, particular requirement for Electrical Safety of the instruments.
- (vii) Proof of manufacturing these instruments from last 3 years at least (Certificate of Incorporation of the manufacturer)
- (viii) 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.

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

- (i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at **Annexure - V**. The authorised distributor may raise bill, if specially authorised by the manufacturer.
- (ii) The authorised distributor will submit all the documents in **support of eligibility of the manufacturer** as mentioned in clause No. 2.1 along with the tender.

**The following documents should be enclosed in Cover “A” (Technical Bid) by the tenderer. All the photocopies are to be attested by a Notary Public / Gazetted Officer.**

**TECHNICAL BID :**

- 3.1 Checklist with detail of the documents enclosed in **Cover “A”** (as per **Annexure - I**) with page number. The document should be *serially arranged* as per 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 /Original money receipt.
- 3.4 Earnest Money Deposit of Rs. 10,000/- in shape of Demand Draft.
- 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 & also to be furnished in case of an importer)
- 3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure –VI**) that the average annual turnover of the manufacturing firm is Rs.1 Crore or more for the last 3 (three) financial years.
- 3.9 Performance Statement (**Annexure - VII ) (Item wise)** during the last two years towards proof of supply of (10) or more quoted instruments 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 & Detail Specification of the product offered by the bidder (**Annexure-VIII A & B**)
- 3.11 Leaflet/Technical Brochures of the product/item offered.

- 3.12 Copy of Valid Manufacturing License of the manufacturer (s) / Import License by the Importer (also to be submitted by the authorized distributor).
- 3.13 Copy of Valid ISO certificate.
- 3.14 Copy of Valid ISI / CE /US FDA certificate (as per Section V-Technical Specification).
- 3.15 Copy of Certificate in support of IEC certificate (as per Section V-Technical Specification).
- 3.16 Copy of VAT clearance certificate upto 31.03.2012.
- 3.17 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.
- 3.18 Certificate in support of service center in Odisha or undertaking to set up service center in Odisha within one month from the date of installation if approved (for those who have no service centers in Odisha).

**COVER – B (PRICE BID)**

4. The tender format giving the quoted rate for medical instruments 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 – IX**), 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), warranty for 2 years and price of CMC for 3 years, turnkey job (for installation), sales tax / VAT and entry tax charges (if any) 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.**

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

- 4.2 The Cover “B” of tenderers who qualifies in their technical bid, will be opened by the C.D.M.O in the office chamber of the C.D.M.O, Khurda at 3 P.M on 12/01/2012. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

## **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 of the manufacturer / Import License.
  - (ii) Manufacturing authorization in case of distributor/importer
  - (iii) Earnest Money Deposit (EMD).
  - (iv) Annual Average Turnover of Rs. 1 Crore or more (Manufacturer) in the last 3 financial years.
  - (v) Valid ISO certificate.
  - (vi) Valid ISI / CE / US FDA certificate as per Section V – Technical Specification.
  - (vii) IEC Certificate as per as per Section V – Technical Specification.
  - (viii) Proof of supply/ installation of (10) or more of the quoted instrument(s) to any Govt. Organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user during the last two years.
  - (ix) Major deviations from the technical specification of the item(s) as per tender.
  - (x) Price bid / quoted rate with signature and seal (Hard Copy).

## **EARNEST MONEY DEPOSIT**

- 6.1 The Earnest Money Deposit referred to at para 3.4 shall be Rs. 10,000/- only per tender. A bidder has to submit the EMD of Rs.10,000/- even if he submit all or partly items of the group. Earnest Money Deposit will be submitted in the shape of demand Draft only in favour of ZSS (MISC) Khurda, from any Nationalised / Scheduled Bank payable at **Khurda**.
- 6.2 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.
- 6.3 The EMD will be forfeited if the tenderer withdraws the tender or doesn't sign the contract / doesn't supply the items (in case of successful bidder) within the stipulated time period.

### **SECURITY DEPOSIT : (Performance Security)**

- 7.1.1 The performance Security should be submitted in shape of Bank Draft from a Nationalised Bank in favour of ZSS (MISC) Khurda equal to the amount of 10% of the purchase order value of the item within 21 days of issue of the purchase order.
- 7.1.2 The agreement (**as per Annexure – X**) will be signed between the supplier and the consignee / purchaser and will be kept by the consignee. A copy of the agreement will be kept by the purchasing authority. The agreement must be submitted before the payment is released.
- 7.2 The 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.
- 7.3 Security money will be forfeited if there is any violation of the tender terms and conditions.

### **TENDER CONDITIONS :**

- 8.1 The details of the medical instruments with specifications are mentioned in **Section V. The firm must clearly mention their specification, special features, upgraded version (if any) in their tender.**
- 8.2 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.
- 8.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with 2 years onsite warranty and exclusive of Sales Tax/VAT & Entry Tax should ***be quoted for the medical instruments (Item wise) on door delivery basis. The turnkey job (cost of accessories if any required for Installation/Commissioning), 3 year CMC cost & Sales Tax/VAT & Entry 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.

- 8.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the instrument.
- 8.5 The rate per unit packing shall not vary with the quantum of order placed for destination point.
- 8.6 If there is difference between figures & words, words will be taken into consideration.
- 8.7 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 appointed place & time.
- 8.8 The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government / DGS&D and the Maximum Retail Price (MRP). The purchaser, at his discretion, will in such case, exercise the right of revising the price at any stage so as to conform to the controlled price or MRP as the case may be.
- 8.9 To ensure sustained supply without any interruption the tender inviting authority reserves the right to split orders for supplying the requirements among more than one tenderer if the lowest eligible bidder fails to supply in scheduled time and L<sub>2</sub> & L<sub>3</sub> firms agree to match the L<sub>1</sub> rate.
- 8.10 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the date of placement of purchase order and on no account any increase in the price will be entertained till the completion of this tender period.
- 8.11 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.
- 8.12 If at any time during the period of contract, the price of tendered item is reduced or brought down by any law or act of the Central or State Government

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

- 8.13 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of issue of the purchase order or till issue of next tender for these items whichever is earlier.
- 8.14 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.
- 8.15 If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for five (5) years.
- 8.16 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 IV – Schedule of Requirement**).
- 8.17 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 8.18 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Odisha from time to time. Either C.S.T or V.A.T (as applicable) will be paid to the supplier. In case of Entry Tax the supplier has to deposit the original receipt to claim it, if finished goods are brought from outside the State. The Sales Tax & entry tax components should be shown **separately** in the Price Schedule.
- 8.19 The requirement of items may increase or decrease depending on the situation.

### **PACKAGING :**

9.1 All the packaging should be primary (New). The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage.

### **TURNKEY :**

10.1 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 instrument and accessories if any required for installation & commissioning will be provided by the supplier without any extra cost (apart from the cost mentioned under turnkey in the Price schedule).

### **COMPREHENSIVE WARRANTY & CMC :**

(Undertaking as per Annexure – XI & XII)

11.1 The comprehensive warranty will remain valid for 2 years from the date of installation & commissioning of the instrument. The original copy of warranty documents will be submitted to the consignee and photocopy of that to C.D.M.O, Khurda after installation.

11.2 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.

11.3 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.

- 11.4 **CMC:** The tenderer shall also commit to provide offer for CMC (**Labour + all spare**) for the next three (3) years after two (2) 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 **two (2)** preventive maintenance in every **six months** during the period of CMC.
- 11.5 The selected firm should have a service centre in Odisha.
- 11.6 All the warranty certificates must be handed over to the consignee after installation.

#### **TRAINING & OPERATIONAL MANUAL:**

- 12.1 The firm / supplier will provide hands on training to two doctors and two technicians in his own cost for operating / handling the medical instruments within 15 days of installation of instrument.
- 12.2 The supplier / firm will provide the operational / maintenance manuals and tools (if required) of all items, instruments & turnkey to the consignee at the time of installation.

#### **UPTIME GUARANTEE:**

13.1 **UP-TIME BALANCE :**

The Supplier (s) shall provide guarantee 95% uptime during comprehensive warranty period i.e. for 2 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 instrument every day and for calculation of up-time.

### **DOWNTIME PENALTY CLAUSE:**

14.1 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 instrument goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the instrument for **TWO YEARS** after installing the unit in the institute. If accessories / other attachment of the system are procured from the third party, then the vendor 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 institute if required.

In no case instrument 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.

14.2 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:**

15.1 The spare price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warranty period should be attached / enclosed along with the sealed quotation.

15.2 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.

15.3 Local agents / distributors quoting on behalf of the manufacturer / importer must attach the authority letter in their favour.

### **LOGOGRAMS AND LABELLING :**

16.1 Tenderer for the supply of medical instruments shall give an undertaking in his tender that he will print **“Govt. of Odisha Supply - Not For Sale”** in bold letters in indelible ink on the instrument.

## **ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:**

- 17.1 The C.D.M.O, Khurda, Odisha reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.
- 17.2 The C.D.M.O, Khurda, Odisha will be at liberty to terminate the contract either wholly or in part without assigning any reasons thereof. The tenderers will not be entitled to any compensation whatsoever for such termination.
- 17.3 The supply should be completed within 60 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 60 days or 88 days with liquidated damage from the date of issue of the purchase orders from the C.D.M.O, Khurda, Odisha 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 Security Deposit.
- 17.4 If the approved supplier fails to execute the supply within the stipulated time, the C.D.M.O, Khurda, Odisha is empowered to purchase the same items from L<sub>2</sub> or L<sub>3</sub> tenderer if they match the L<sub>1</sub> rate.
- 17.5 The C.D.M.O, Khurda, Odisha or his authorised representative (s) has the right to inspect the factory of those company who have quoted for the tender, before accepting the rate quoted by them or before releasing any purchase order (s) or at any point of time during the validity period of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on the facts brought out during such inspections.

## **EVALUATION:**

18.1 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 instruments will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years, cost of turnkey (cost of accessories if any for installation/commissioning) & CMC for for next three(3) years but excluding VAT & ET.

- b) The cost of the medical instruments (excise duty / customs duty, transportation, insurance, packing & forwarding & comprehensive warranty for two (2) years but excluding VAT & ET ), cost of turnkey (cost of accessories if any for Installation & Commissioning with all taxes for turnkeys) & cost of CMC for for next three(3) years after warranty will be added and the lowest responsive bidder will be selected.
- c) The circulars issued by the Finance Department, Govt. of Odisha from time to time regarding tax matters shall be taken into account for evaluation and shall be binding on the bidders.

#### **LIQUIDATED DAMAGE :**

- 19.1 The C.D.M.O, Khurda, Odisha 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) upto a maximum 2% on the value of the goods.
- 19.2 If the supplier fails to complete the supply within the extended period, i.e. 88 days after being allowed by the C.D.M.O, Khurda, Odisha no further purchase order will be placed to the firm for the said item 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 :**

- 20.1 No advance payments towards cost of medical instruments or turnkey job will be made to the tenderer.
- 20.2 90% of the cost of the instrument (excluding CMC Cost) + 100% turnkey job + 100% tax shall be paid to the supplier on receipt of the stock entry certificate, installation and demonstration of the item from the consignee. The balance 10% of the payment of instrument will only be made after receipt of certificate on working status of the instrument from the consignee after 6 weeks of installation and commissioning of the instrument for which, the supplier has to

raise two bills (A) one for 90% of the cost of the instrument + 100% turnkey job + 100% taxes (B) the other for balance 10% of the cost of the instrument.

- 20.3 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier as per clause no. 7.1.1, if they have not deposited the same before. Payment will only be made after handing over the Agreement, undertaking, warranty papers of instrument and turnkey jobs to the consignee and a letter to this effect should be submitted to the payment authority from the consignee.
- 20.4 No claims shall be made against the C.D.M.O, Khurda, Odisha in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
- 20.5 Payments in shape of Draft / Pay Order will preferably be dispatched to the supplier by Registered post with A.D or e-payment / on-line transfer or may be handed over to the authorized person of the supplier.
- 20.6 The payment of CMC will be made on a six monthly basis, after completion of warranty period and signing of the CMC agreement.

**PENALTIES :**

- 21.1 If the successful tenderer fails to deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit & security deposit submitted by him along with his tender shall stand forfeited by the C.D.M.O, Khurda, Odisha by reasons of such breach, such as failure to supply / delayed supply.
- 21.2 Violating the tender terms and conditions & non supply / supply of Not of Standard Quality instrument will disqualify the firm to participate in the tender for a period of 2 (two) years from the date of issue of letter and his E.M.D & security deposit will be forfeited and no further purchase order will be placed to that firm for that item.
- 21.3 In the event of any dispute arising out of the tender, such disputes would be subject to

the jurisdiction of the Civil Court Dist. Khurda or High Court of Odisha.

**Inspection /Testing :**

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

**CONDITIONS APPLICABLE TO LOCAL MSEs / SSI 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:

- 23.1 Attested copy of valid manufacturing licence.
- 23.2 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.
- 23.3 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.
- 23.5 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 security deposit.
- 23.6 Clause number 1 to 22 is also applicable to the Small Scale Industry Units of the State of Odisha.

## SECTION - IV

### SCHEDULE OF REQUIREMENTS

Sl.	Name of the Item	Size / Specification	Quantity (Nos.)	Place of supply (Consignee List)	Delivery Time
1	Blood Pack Storage Refrigerator with Voltage Stabilizer	<b>As per Section- V</b>	3	<b>C.D.M.O, Khurda / Other block level institutions</b>	<b><u>60 days from the placement of purchase order</u></b>
2	Anaesthesia Machine		1		
3	ECG Machine		1		
4	Nebuliser		1		
5	Foetal Monitor		1		
6	Electrical Steriliser		1		
7	Boyles Apparatus		1		
8	O.T Shadowlers Lamp		1		
9	Suction Machine (Electrical)		1		
10	Oxygen Concentrator		1		
11	Cautery Machine		1		
12	Photo-Therapy Units (Double Surface )		13		
13	B.P Instrument (Mercury)		1		
14	Stethoscope		1		
15	Weighing Machine (Deluxe Model)		1		
16	Ambu Bag With Mask		1		
17	Resuscitation Kit		1		
18	Suction Machine (Manual)		1		

**N.B: 1. The quantity of requirement may increase or decrease as per the requirement.**

**SECTION –V**  
**TECHNICAL SPECIFICATION**

**Blood Pack Storage Alarm Refrigerator**

**Description of Function:**

Blood Bank Refrigerator is used to store blood bags under controlled temperature.

**Eligibility Criteria:**

- Should be FDA / CE approved product
- Manufacturer should be ISO certified for quality standards.

**Operational Requirements:**

System required with weekly chart recorder and digital displays.

**Technical Specifications:**

- Temp range-should have adjustable temperature control range from +2 degree to +6 degree C, factory preset at 4 degree C. With setting accuracy of  $\pm 0.5$  degree C.
- Capacity: 85-90 Lts. & should accommodate at least 50-60 blood bags of 350 ml each should be vertical cabinet. Refrigerator system)
- The system should have high density CFC - free polyurethane foam insulation (80- 90 mm) to protect cabinet from ambient temperature fluctuation.
- The system should have positive, forced, air circulation to maintain temperature uniformity at all shelf levels, with quick recovery +/- 1 degree C.
- The system should have sensors for activating automatic defrost cycle to minimize the frost build up.
- The system should have automatic condensate removal with no requirement for separate drainage lines.
- Internal construction should be made up of high grade stainless steel (min 22 G) External construction Corrosion resistant sheet at least 1 mm thickness.

**Internal Temp Control:**

- System should have temperature control range from +2 degree C to +6 degree C.
- Temperature control resolution should be better than 0.5 degree C.
- Cooling down time of max of 150 min on half load.
- External ambient temp should perform in ambient temp up to +43 degree C.
- Door System should lockable double glass doors for better safety

**Safety system:**

- System should have large and clear LED Digital displays for the set/run parameters.
- The system should have weekly chart recorder temperature changes
- The system should have key operated set point for the added security.

**Alarms:**

- System should have audible/visual warnings for over-temperature or under temperature and power failure, door open with visual status reports on critical functions.
- System should have battery backup of minimum 4 hours and connections for remote alarm contacts.
- Internal temperature hold over time in case of power failure should be at least one & half hours.
- Should have adjustments for uneven bases. The adjustments should be easy to use like rotating a screw at the legs in the base.
- Scratch resistant internal lining of the cabinet (stainless steel or aluminium).
- Should have auto defrost facility
- Should have control fan cooling system for constant internal uniform temperature distribution.
- Should have double glass door.
- Should provide temperature recording charts for one year free of cost.

**Power Supply:**

- Power input to be 220-240VAC, 50Hz
- Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications.( Input 90-260 V and output 220-240 V and 50 Hz)
- Suitable Automatic Voltage regulator/stabilizer meeting ISI specifications should be supplied.
- Broad specifications are : Automatic Type Input 90-260V , Output 220 V +/- 7 % , 50 Hz . Single phase, AC with automatic 2-4 sec Cut Off and 6-9 minutes restart delay. Quick start arrangements for bypassing the start delay. Suitable MCB on input voltmeter and indicators on Front Panel.
- Input Power Cable with 15 A Plug and six way output terminal strip for two outlets

**Warranty:**

- Comprehensive warranty for 2 years and 3 years CMC after warranty including UP Time.

**Documentation**

- User/Technical/Maintenance manuals to be supplied in English. Certificate of calibration and inspection from Manufacturer.
- List of Instruments available for providing calibration and routine Preventive Maintenance Support. As per manufacturer documentation in service/technical manual. List of important spare parts and accessories with their part number and costing.
- Should provide original information brochure.

## **Anesthesia Machines**

- **Anaesthesia gas delivery system.**
  1. Should have provision for delivery of oxygen, nitrous oxide and medical air with pressure gauges.
  2. Should have independent attachments for connecting central gas supply and pin indexed cylinders. Should have provision for attaching 1/2 cylinders of (O<sub>2</sub> and N<sub>2</sub>O).
  3. Oxygen and Nitrous oxide should be linked either mechanically or pneumatically to ensure a minimum of 25% oxygen delivery at all times to avoid delivery of hypoxic mixture.
  4. Should have audio-visual oxygen Failure warning System with Nitrous oxide cut off.
  5. Should have back bar which is ISO pin type to attach vaporizer easily.
  6. Should be supplied with necessary attachments for use of the breathing circuits (Bains, Jackson-Rees and closed circuit etc.)
  7. Should have top shelf to keep monitors and a tabletop to keep anaesthetic drugs, equipments etc.
  8. The machine should possess battery backup for electrical components  
Castor wheels should be durable and moisture resistant & Smooth.
  9. The Anaesthesia machine frame should be made of rust proof material/Stainless steel.
  10. Silicone cushion high quality ,adult and Pediatrics face mask of four different sizes –2 each size
- **Standard Circle Absorber System**
  1. Should have adjustable pressure limiting valve, breathing circuit pressure measuring device.
  2. Should have a bag/ventilator selecting valve integrated onto the absorber.
  3. Should be suitable to use low flow techniques
  4. Facility to attach oxygen sensor.  
Should have CO<sub>2</sub> absorbent chamber canister
- **Precision Vaporisers (Temperature, pressure and flow compensated) for Halothane, Isoflurane and Sevoflurane.**
  1. Should be easy to mount and dismount from the back bar.
  2. Vaporisers should have ISO pin type (Selectatec) mounting and vaporiser interlocking facility.
  3. Should have a standard filling port with keyed filling device.
  4. Should be designed for transport with liquid in vaporiser chamber with protection against tipping and shaking  
Maintenance free vaporiser
- **Ventilator**
  1. Should be a bag in bottle anaesthesia ventilator with standing (ascending/Piston) bellows.
  2. Should be supplied with adult and paediatric bellows.
  3. Should be able to set tidal volume, respiratory rate and I:E ratio
  4. Ventilator should have audible alarms for ventilator failure, low oxygen supply pressure, inadequate volume delivery, disconnection alarm, and power supply failure. Should have battery backup for min 30min
- **Monitoring system**

Should provide facility to monitor

  1. Oxygen and Nitrous oxide and anaesthetic agent in the inspired mixture

2. Inspired and end tidal carbon di-oxide through side stream Oxygen saturation of the blood with both adult & paediatric probes & sensors  
Monitoring of ECG, NIBP (inclusive of adult, paediatric & neonatal NIBP cuffs), IBP and CVP should be present Pressure transducers and necessary accessories as per requirement (preferably four reusable transducers with bracket and holder and 100nos disposable domes with pressure lines per monitor)
  3. Airway Pressure monitoring should be present
  4. Temperature Monitoring with 2 probes oesophageal / rectal and skin probe.
- Glare free colored monitors with large screen for easy visibility.  
Monitor should be accurate, precise and standard monitoring modes in modular type
  - Anaesthesia Gas Delivery system -01
  - Circle absorber -01
  - Ventilator -01
  - Monitor -01
  - Vaporiser Halothane -01
  - Vaporiser Savoflurane -01
  - Vaporiser Isoflurane -01
  - Accessories for above- 02 sets
  - Power input to be 220-240VAC, 50Hz fitted with Indian plug
  - Resettable overcurrent breaker shall be fitted for protection
  - Suitable Servo controlled Stabilizer/CVT
  - UPS of suitable rating shall be supplied for minimum 1 hour backup for the entire system
  - Should be FDA or CE approved product
  - Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450
  - Manufacturer should have ISO certification for quality standards.
  - Certified to be compliant with IEC 60601-2-13-Medical Electrical Equipments part 2-13:Particular requirements for the safety of Anaesthesia Workstations
  - Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.

### **ECG MACHINE WITH INTERGRATED AUTOMATED EXTERNAL DEFIBRILLATOR**

#### **Specification**

- ECG machine should have simultaneous 12 lead resting ECG acquisition with Measurements, Interpretation and Thrombolysis S/W with Biphasic defibrillator technology
- Unit should be light weight not more than 3 kgs.
- **ECG Machine:**
- Should have 3 channel recording with LCD display.
- ECG sweep speed- 25 mm/s , 50 mm/s
- Should have Internal thermal printer
- Should have facility to enter patient data entry (name, age, height, weight, BP)
- Machine should be supplied with 10 lead patient cable and all standard accessories.
- **Defibrillator:**
- Defibrillation mode: AED
- Energy settings: adults: 150-150-150 J, Pediatric 15-30-50 J
- Charge control: Automatic if shock is recommended based on heart rhythm
- Charging time from shock recommended to shock stand by: < 10s

- Should have facility to store ECG events in the memory card (up to 40 ECG events)
- Should have a facility to save, validate and archive ECG.
- Should have the facility to read defibrillation events on memory card.

### **NEBULISER**

- Technical Specifications Nebuliser
  1. Compact, light weight, low noise
  2. Durable long life compressor. Suitable for heavy duty/ institutional (hospital) use, should be able to run uninterruptedly for one hour, Max Press= 2.0-2.5 bars
  3. Should produce particle of size 1-5 micron
  4. Aluminium cabinet painted with epoxy powder.
  5. Piston-type electric aspirator that offers high performance and great durability.
  6. Protective thermal cut out relay
  7. Air delivery rate app.15 L/min.
  8. 24 hours continuous work for hospital use.
- Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.or should comply with 89/366/EEC; EMC-directive.
- The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 15-90%
- The unit shall be capable of operating continuously in ambient temperature of 20-30 deg C and relative humidity of 15-90%
- Power input to be 220-240VAC, 50Hz fitted with Indian plug
- UPS of suitable rating with voltage regulation,spike protection and maintenance free batteries for 60 minutes back up
- Should be FDA, CE, UL or BIS approved product
- Manufacturer should have ISO certification for quality standards.
- Comprehensive training for lab staff and support services till familiarity with the system.

### **FOETAL MONITOR**

- 1. Should be portable
- 2. Should have the measurement of FHR, and Uterine activity.
- 3. Should be supplied with event marker cable and an event marker key on the control panel.
- 4. Should have alert indication for probe contact, high/low FHR
- 5. Should have a volume control for FHR
- 6. Should have LCD/TFT display for FHR, Uterine activity
- 7. Should be provided with thermal printer for printing FHR, uterine activity pressure.
- 8. Thermal paper should be available locally
- 9. Should provide alarm limit settings for high, low FHR
- 10. Should have a display of Date, Time(Real time clock)
- 11. Should provide belt for both ultrasound and toco transducer
- 12. Should be supplied with SS trolley
- 13. Should operate on mains(230v,50Hz)
- 14. Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid.
- Accessories
  1. Gel – 4 bottle

- 2. Thermal paper- 10Nos
- 3. Voltage Stabiliser
- **Specifications for CTG Machine – Foetal Monitor**
- 1. Should have 12.1” high – resolution colour TFTLCD display with tiltable screen.
- 2. Should support plug-in large screen CRT display
- 3. Should have standard Configuration: FHR, TOCO, Foetal movement.
- 4. Should have Twin FHR monitoring.
- 5. Should have dynamic save and displays the monitoring info upto 48 hrs.
- 6. Should have special high sensitive watertight probe.
- 7. Should have data storage upto 12hrs with playback & print facility.
- 8. Should be safe on foetus with low ultrasound power.
- 9. Should have automatic Foetal Movement Detection with event marker.
- 10. Should have an optional central Monitoring system software (optional).
- 11. Should have a thermal printer capable of printing FHR, TOCO trend on a thermal sensitive paper with width >152mm.
- 12. Should have a built in Li-ion battery.

### **ELECTRICAL STERILIZER**

Pressure type, portable vertical steam sterilizer shall have a chamber of dia. 350mm and overall height 300mm heated externally and shall be fitted with silicon door gasket only. The sterilizer shall conform to IS:8462/1977 (reaffirmed 2001) with amendment 1 & 2 except that there shall be no provision for heating by Gas/ Kerosene or charcoal. The Sterilizer shall operate only electrically on single Phase 230 volts 50 Hz AC and electric load shall be 2KW. It shall have a readily replaceable immersion type heater having mineral filled sheathed heating elements conforming to IS:4159/2002 duly BIS marked and complying with safety requirements as per IS:302-2-201 (1992). Air shall be removed from the chamber after loading the sterilizer in one or more pressure/Vaccum pulsing for proper steam penetration. The size and type shall be as under:

### **BOYLES APPARATUS**

Stainless steel body with ISI & ISO mark with big diameter free (twin wheels diameter > 5 inches above for good transportation) wheels for movement. Two to Four drawers with locker. Two connections to jumbo & two medium size oxygen cylinder with converter and reducing valve with spanner attached simultaneously for oxygen. Two O<sub>2</sub> cylinders + Two N<sub>2</sub>O cylinders pin index type (small) Two connections of O<sub>2</sub> cylinders & 2 pipe lines for O<sub>2</sub> with reducing valve Two connections with N<sub>2</sub>O with reducing valve Rota meter with 10 liter of O<sub>2</sub> and 12 liters flow meter and N<sub>2</sub>O Emergency O<sub>2</sub> button (Flush) 35 to 75 Liters O<sub>2</sub> failure indicator when pressure O<sub>2</sub> drops below 205 Kpa audiovisual Emergency O<sub>2</sub> reservoir with 2 liters water capacity inbuilt One top table to keep monitor and other equipment O<sub>2</sub> / N<sub>2</sub>O Gauge inbuilt in the front panel (for pipe line & cylinder pressure) N<sub>2</sub>O cut off unit O<sub>2</sub> failure Audio visual Alarm Anti Hypoxic Device N<sub>2</sub>O cut off unit (Mac & clave mechanism)

### **O T SHADOWLERS FOCUS LAMP**

Source output – multifaceted reflector

Size of major dome – 70cm

Intensity of major dome – 150000 Lux

Size of minor dome (satellite) – 60 cm

Intensity of minor dome ( satellite)-150000 Lux

Built in stand by (Twin) bulb facility

Standby bulb switch will start automatically when the main bulb failure.

Adjustable Intensity control fitted on the arm (side of the Dome Head)

Colour temp; 4300(+ or -) 5%

Operating Field area ( Dia): 11.28 Cm  
Operating distance 55-170 cm Aprox  
Colour rendering index: 96  
Power supply input 220-250V/50Hz  
Maximum heat Reduced by Imported filters.

### **SUCTION APPARATUS OF (EVA )**

#### **Eligibility Criteria:**

- Should be FDA / CE /ISI approved product
- Manufacturer should be ISO certified for quality standards.
- Shall meet IEC-60601-1-2 : 2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/EEC; EMC-directive.

#### **Operational Requirements:**

Shall have the Motor (ISI /CE mark) of minimum ¼ H.P. capacity.

The machine should be portable on three/four wheels and handle for transportation

#### **Technical Specifications:**

- The Suction pump should be oil immersed fitted on Motor shaft.
- Suction pump should have line grinding internally. To facilitate maintenance the cover of machine should be easily to open from the top & sides. The suction machine should be capable of producing 0- 600 approx. mm Hg. which should be ± 10 regulatable, flutter free vacuum control knob monitored by vacuum gauge . The suction capacity should be 15-20 litres per minute and can be regulated. Noise level should be less than 48dB.
- It should have two bottles of 2 liters with synthetic rubber lids. The bottle shall be fitted with the arrangement to prevent overflow of fluid.
- ON/OFF Switch and Power indicator should be available
- Body material: Base, top & panel made of rust proof and corrosion resistant moulded ABS. Jar/Bottle material: Autoclavable polycarbonate.

Supplied with:

- 3 Core lead of 2 meter along with one 3 pins 15 amp. Plug – 01 No.

The Following spares per machine are also required:

- (i) Bottles : 2 Nos.
- (ii) Lids : 2 Nos.
- (iii) Rubber Seals : 2 Nos.
- (iv) Blades : 2 Nos.
- (v) Suction Tubing set : 1 No

#### **Power Supply:**

Power input to be 220-240VAC, 50Hz fitted with Indian plug

#### **Warranty:**

- Comprehensive warranty for 2 years.

#### **Documentation:**

- User/Technical/Maintenance manuals to be supplied in English.
- List of important spare parts and accessories with their part number and costing

### **OXYGEN CONCENTRATOR SPECIFICATIONS:**

It can produce oxygen continuously, efficient and safe. (Pollution free) Easy to operate, it can produce oxygen continuously where there is air and electricity. Low cost. Without any expendables, spends only 0.3 degrees electricity per hour Max flow rate 5 liter/min.

**CAUTERY MACHINE TECHNICAL SPECIFICATIONS:**

	<b>MONOPOLAR</b>	<b>BIPOLAR</b>
•Output – Frequency	500± 25khz	650±25kHz
•Cut control – Full Scale (Pure)	275 ± 20 Ω Load	500Ω Load
•Coagulation control – Full Scale	70 ± 5 Ω Load	50Ω Load
•Power (mains) Supply Single Phase	230V AC ± 10	50Hz,
•Dimensions – in mm	[ L x W x H ]	300 x 270 180mm
•Input Protection by fuse		
•Application : for All type of general surgery work and bipolar coagulation		
•Forceps available in Size : 6'' , 7'' , 8'' 9''		

**PHOTO-THERAPY UNITS (DOUBLE SURFACE )**

1. Phototherapy should be based on advanced CFL tube/LED technology
2. It should have minimum 8 nos. of medical grade Blue CFL lamps on source modules. For LED technology the irradiance should cover the entire treatment area.
3. Should have a height adjustable mechanism, treatment distance to the range of 25 to 45 cms should be possible.
4. Wave length of CFL lamps should be in the range of 420 – 470 nm and irradiance level should be higher than normal blue tube lights.
5. The unit should provide a minimum of irradiance 10Watts/m2.
6. The irradiance should be measured and reported to the user institution at the time of installation and thereafter during every subsequent warranty/CMC/AMC visit and all breakdown visits.
7. Lamp source should be continuous tiltable to ±90 degree angle to cover the entire treatment area.
8. System should be height adjustable with built-in non resettable timer Baby bed
9. should be transparent with up / down tiltable facility
10. Should work with input 200 to 240Vac 50 Hz supply.
11. Should have safety certificate from a competent authority CE / FDA (US) /STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL.Test report from ETDC. Copy of the certificate / test report shall be produced along with the technical bid.
12. The measurement of irradiance should be demonstrated to the technical committee during product demonstration.

**B P APPARATUS WITH STAND**

Mercury Tank / Rubber bag with tubings / Cloth Bag / Rubber Bulb with Control Valve  
Glass Tube

**WIGHING MACHINE**

**ISI Marked Electronic Baby Weighing Scales Conforming to IS: 9281 (Pt.-1 & 2)/ 1979, IS: 9281(Pt.-3) & IS:-9281 (Pt.-4) 1983 (reaffirmed 2006) with up to date amendments.**

1. Capacity: 30 kg
2. Accuracy:10 kg
3. Platter Size: 350 mm x 250 mm (Tolerance+/- 10 %), stainless steel made.
4. Electronic Baby Weighing Scale should be provided with a **Baby Pan** with following specifications:
  - a) **Baby Pan/Bowl** should have dimensions of Length 550 mm x width 300 mm x minimum depth100 mm (Tolerance of +/- 10% on all measurements)

b) The **Baby Pan/Bowl** shall be smooth, non-porous, easy to clean. It should preferably be made of low heat conducting material with adequate strength.

5. The Weighing Scale should have **adequate Body Base Dimensions to maintain secure balance at the time of weighing.** (345 mm x 360 mm +/-10% tolerance)

6. The Scale should be as per **BIS specifications.** The scale should have ISI mark,

7. Should have **model approval from Legal Metrology Dept., Govt. of India.**

8. Firm should submit the sample of this model. The Electronic Baby weighing Scale should incorporate following features for user-friendly convenience.

**DISPLAY: LED :** 5 digit with min. height 14 mm.

Weight in Kg/lb,

**TARE** - function

Hold - function to lock the weight.

**MEMORY** function to keep the last weight in memory.

The scale should have **inbuilt rechargeable battery back up** for minimum of 8 hrs.

The scale should have **LED indications for A.C. On, Nett/Gross Weight, Zero,**

**Battery, Battery Low and kg/lb mode.**

**ISI Marked ELECTRONIC ADULT WEIGHING SCALES (PORTABLE) Conforming to IS:9281 (Pt.-1 & 2)/ 1979, IS: 9281 (Pt.-3) & IS:-9281 (Pt.-4) 1983 (reaffirmed 2006) with upto date amendments.**

1. **Capacity:** 160 kg. Accuracy 100 g.

2. **Platform** size 350 x 350 mm (Tolerance +/-10%)

3. **Display** should be **LCD** with four digits. **Size of display** should be of minimum height 24 mm for clear visibility.

4. Should be made up of **sturdy mechanical structure** to support/ to withstand heavy work load in public health center.

5. The Scale should operate on **dry cell batteries** and the **batteries should sustain up to minimum of six months.** The inbuilt batteries should be supplied with the scale.

6. The reading should get locked automatically at stable weight and there should be an indication of Stable weight.

7. The scale should have **facility for kg/lb conversion** and there should be indication for kg/lb.

8. It should have **Battery low indication.**

9. The scale should have **AUTO-OFF** feature for reducing the power consumption and to extend battery back-up period.

10. The Scale should be **as per BIS specifications.** The scale should have ISI mark.

11. should have **model approval from Legal Metrology Dept., Govt. of India.**

12. Firm should submit the sample of this model.

**Electronic BMI Scale (Body Mass Index Scale):**

1. Weighing Capacity: 200 Kg. Accuracy: 0.1 Kg. Class III.

2. Platform Size: 350x300 mm (+/-10%).

3. The base of the scale should be made up of heavy duty cast iron and should be powder coated.

4. Height Measuring Range: 100 cm to 200 cm. Accuracy: 0.5 cm.

5. The BMI scale should automatically measure the weight and height of the person and should calculate the BMI (Body Mass Index)

6. It should display Weight, Height, BMI and the amount of over weight or under weight.

7. It should have Red LED displays of min height 14 mm.

8. It should have Led indications for over weight, Under weight and Normal Weight.

9. Should have model approval from legal metrology Dept., Govt. of india.

10. It should have built-in 24 column thermal printer which will print date, time, weight, height, BMI and amount of overweight/underweight.

## **AMBU BAG WITH MASK**

1. Ambu bag must be autoclave
2. Bag made of silicon, latex free double layered rubber which retains sensitivity and resistant to rough use.
3. Inlet end of bag should have separate port for oxygen supplement.
4. Outer port should be such that re-breathing valve or non return valve can be attached.
5. Should be supplied with oxygen reservoir bag and deliver tidal volumes of 250/500/750/1000 ml.
6. Should supply with all standard Face mask adoptable.

## **NEONATAL RESUSCITATION KIT**

### **1. Neonatal self inflating resuscitation bag (silicon, autoclavable) with open type oxygen reservoir**

Half of the sets to contain 500 ml bags and the others half will contain 250 ml bags

**2. Neonatal round shaped, cushioned, face mask (silicon, autoclavable):** each set to contain one each of 00, 0, and 1/0 size

**3. Oxygen Tubing-1**

**4. Neonatal laryngoscope (With extra bulb) with straight blade of different sizes** each set to contain one each of 00, 0, and 1 size

**Hand operated neonatal resuscitator (500ml)**

*Technical specifications:*

**(i)** Resuscitator for manual ventilation of neonates.

**(ii)** Ventilation can be done with ambient air/with oxygen.

**(iii)** It can be totally disassembled, easy to clean, disinfect and sterilize.

**(iv)** All parts can be autoclaved at 121°C (except oxygen reserve bag).

**(v)** Manufactured from durable high-strength synthetic not requiring special maintenance or storage.

**(vi)** It should be supplied as a complete set in a box.

**(vii)** It should be compressible self-refilling ventilation bag, capacity approximately 500ml.

**(viii)** It should be with non-re breathing patient valve with pressure limitation.

**(ix)** Intake valve should have nipple for oxygen tubing.

**(x)** Oxygen reserve bag complete capacity approximately 2000ml.

**(xi)** It should have a 3 cushioned neonate size masks, translucent (size "0", approximately 50mm).

**(xii)** The device should be produced by ISO 9001 certified manufacturer (certificate to be submitted, for further details please check "Technical provisions")

**(xiii)** The device is safety certified according CE 93/42, FDA 510k/equivalent (certificate to be submitted, for further details please check "Technical provisions")

*Supplied with:*

**(i)** User manual with trouble shooting guidance in English.

**(ii)** Technical manual with maintenance and first line technical intervention instructions, in English.

**(iii)** List of priced accessories.

**(iv)** List of priced spare parts.

**(v)** List with name and address of technical service providers in India.

**(vi)** Proposal for full warranty up to 1 year from the date of complete and proper instalment, covering on-call technical interventions, spare parts and travel.

## **FOOT OPERATED PORTABLE SUCTION MACHINE**

**(i)** To extract fluid from the body during emergency treatment.

**(ii)** The suction machine should be capable of producing minimum vacuum of 500 approximately mm Hg, which should be adjustable and monitored by vacuum gauge

of suitable range. The suction capacity should be 10l per minute and can be regulated.

**(iii)** It should have two bottles of 10L with synthetic rubber lids. The bottle should be fitted with the arrangement to prevent overflow of fluid.

**(iv)** The body material: base, top and panel should be made up of rust proof and corrosion resistant moulded ABS/stainless steel. The jar/ bottle material: autoclavable polycarbonate.

**(v)** The following spares per machine are also required:-

**a.** Bottles-2.

**b.** Lids- 2.

**c.** Rubber seal- 2.

**d.** Blades- 2.

**e.** Suction tubing- 1 set.

**(vi)** proposal for full warranty up to 1 year from date of installed properly, covering on-call technical interventions, spare parts and travel.

## **SECTION –VI**

### **ANNEXURES**

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

## 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	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Tender document Fee	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Earnest Money Deposit	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Manufacturer's Authorization Format (Annexure – V)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Proof of avg. Annual turnover of Rs. 1 Crore or more for preceding 3 financial years (Annexure - VI )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Performance Statement (Item wise) during the last two year (Annexure -VII )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9. Copies of Purchase order (Item wise) in support of the performance statement	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10. Deviation/No deviation Statement (Item wise) & Detail Specification of the product (Annex-VIIIA & B)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11. Leaflets/Technical Brocheures of the Products offered (Item wise)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12. Copy of Manufacturing License / import license	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13. Copy of Valid ISO Certificate	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

14. Attested Photocopy of Up-to-date  
CE / US FDA/BIS Certificate (Item wise)  
(As per technical specification)

Page		Yes		No	
No.					

15. Attested Photocopy of Up-to-date  
IEC Certificate (Item wise)  
(As per technical specification)

Page		Yes		No	
No.					

16. Photocopy of PAN

Page		Yes		No	
No.					

17. Photocopy of VAT clearance certificate

Page		Yes		No	
No.					

18. Copy of original Tender and schedules, duly  
signed by the Tenderer

Page		Yes		No	
No.					

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

**LIST OF ITEM(S) QUOTED**

<b>Sl.</b>	<b>Name of Item(s)</b>	<b>Name of Manufacturer</b>	<b>Make</b>	<b>Model Name</b>

**Signature of the Tenderer :**

**Date :**

**Official Seal:**

**ANNEXURE – III**  
(Refer Clause No. 3.5)

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

**DETAILS OF THE TENDERER & LOCAL CONTACT PERSON**

	<b>Corporate Office (The address in which the purchase orders and payment details will be communicated)</b>	<b>Local Contact Person / Branch Office / Zonal Office / Service Centre if any, in Odisha.</b>
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	Copy of Certificate of incorporation of Manufacturer)	
Manufacturing License Nos. & Date	Copy of manufacturing licence of Manufacturer)	
Name of the issuing authority		
License valid up to		

**Signature of the Tenderer :  
with seal**

**Date :**

**Official Seal :**

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

**DECLARATION FORM**

I / We .....having  
My / our .....office  
at.....do declare that I / We have  
carefully read all the terms & conditions of tender of the \_\_\_\_\_, Odisha for the  
supply of medical instruments. 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-recognised / 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 Security Deposit and blacklist me/us for a period of 5 years if, any information  
furnished by us proved to be false at the time of inspection / verification and not complying  
with the Tender terms & conditions.

I/We further declare that I/We possess valid manufacturing license (s) bearing No. (s)  
.....Valid upto ..... 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 instrument 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 CDMO / SDMO \_\_\_\_\_  
Deptt. of Health & Family Welfare  
Govt. of Odisha.

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ for  
\_\_\_\_\_.

Dear Sir,

We, ----- are the manufacturers of -----  
----- (name of instrument(s) having factories at -----  
-----.

1. Messrs ----- (name and address of the agent) is our authorized agent for sale and service of ----- (name of instrument(s))
2. We confirm that Messrs. ----- (name of the above agent) is authorized to submit a tender, and enter into a contract with for the above goods manufactured by us.
3. We also extend our full guarantee / warranty and also full back-up support for AMC/CMC as required by the purchaser.

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* 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**  
(Refer Clause No. 3.8)

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

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover for Instrument products of M/s \_\_\_\_\_ who is a **manufacturing unit** for the last \_\_\_\_\_ years are given below and certified that the statement is true and correct.

<b>Sl.No.</b>	<b>Year</b>	<b>Turnover in Crores (Rs.)</b>
1.	2008 - 2009	-
2.	2009 - 2010	-
3.	2010 – 2011	-

**Average Annual Turnover** (for the above three years) in **Crores (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.
- Separate certificates** should be furnished for different manufacturer in case the bidder is quoting products of different manufacturers.

(To be submitted in *Cover A - Technical Bid*)  
**Annexure VII** (Refer Clause no. 3.9)  
**PROFORMA FOR PERFORMANCE STATEMENT**  
(For the period of last **two years**)

Tender Reference No. :

Name of Tenderer :

Name of Manufacturer : \_\_\_\_\_

Name of the Item (s) : \_\_\_\_\_

Sl.	Order placed by (Address of purchaser) *	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										
..										
..										

**Signature and seal of the Tenderer**

\* The documentary proof will be copies of the purchase order (during the last 2 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 VIII A**  
(Refer Clause No. 3.10)

**STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS (IF ANY)**

<b>Sl. No.</b>	<b>Item Name</b>	<b>Clause of Technical Specification</b>	<b>Statement of Deviations / Variations if any</b>
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**  
(Refer Clause No. 3.10)

**DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT OFFERED BY THE BIDDER**

<b>Sl. No.</b>	<b>Item Name</b>	<b>Make</b>	<b>Model</b>	<b>Detail Specification of the product offered* (Pl. Describe the detail specification of the product offered)</b>
1				
2				
..				
..				
..				

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

Signature of the Bidder

Name :

Date :

Place :

Seal

# **ANNEXURE**

**(To be submitted in COVER B - PRICE BID)**

**To be submitted in Cover B – Price Bid**

**ANNEXURE-IX**  
(Refer Clause No. 4.1 & 8.16)

**MODEL TENDER FORMAT (PRICE SCHEDULE)**

Name of the Item (Item mentioned in the Schedule of Requirement) (With Make & Model)	Specification (Section V)	Unit Price which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & <b>excludes VAT/sales tax / entry tax</b>	CMC ( <b>excluding Service tax</b> ) for three years after expiry of two years warranty period (please mention on yearly basis)	<b>**Cost of Turnkey if required</b> (all accessories for installation & commissioning including <b>all taxes for turnkey</b> in Rs. (Door delivery & installation)	<b>*Total Cost</b> (Unit Price with CMC & Turnkey if any) (Exclusive of CST/VAT & ET)	CST/VAT & ET (if any) on & above the item price mentioned in (3)  (Mention whether CST / VAT and ET, the % of tax & it's value in Rs.)
		Cost in Rs. (both in words & figures)				
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>6=3+4+5</b>	<b>7</b>
			1 <sup>st</sup> year: 2 <sup>nd</sup> year: 3 <sup>rd</sup> year: Total			

\* The total cost shall be taken into account for evaluation. This will exclude the CST/VAT & entry tax if any. CST/VAT & ET which will be chargeable on the price (3) shall be mentioned separately in column 7 above.

\*\*The cost of turnkey shall only be quoted if any specific accessories/instrument is required for installation & commissioning. In case of turnkey, the details of accessories/instrument are to be mentioned.

**Signature of the Bidder:**

**Name**

**Seal**

**Date :**

**Place :**

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

2. The tenderer has to mention the make / brand, specification, warranty of all the items in turn key.

# **ANNEXURES**

**(Agreement, Warranty and CMC Undertaking)**

**AGREEMENT**

THIS AGREEMENT IS MADE AT \_\_\_\_\_ THIS THE DAY OF \_\_\_\_\_ 201\_\_

**BETWEEN**

Name of the Supplier  
with full address

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

**AND**

The C.D.M.O/C.M.O / M.O, I/c  
Health & F.W. Department  
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 instrument(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 instrument(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>	<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.

8. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of two year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
9. Installation and commissioning of the system by the Supplier's engineer at site.
10. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

CMC cost for next 3 (three) years after the warranty period shall be paid after completion of the warranty period (on a six monthly basis).

## **TERMS AND CONDITIONS:-**

### **PRICE :**

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

## **TERMS FOR PAYMENT :-**

**A.** The payment(s) shall be made by purchaser in Indian currencies No advance payments towards cost of Instruments etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft amounting to 10% of the purchase order value which will be deposited in ZSS fund of Khurda with the warranty for 2 years agreement to the consignee.

90% of the cost of the instrument (excluding CMC Cost)+100% turnkey +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining ten percent (10%) will be released after satisfactory working certificate received from the consignee after 6 weeks of installation subject to submission of performance security (10% of P.O. Value). For this purpose the supplier will submit two bills, one 90% of the cost of the instrument+100% turnkey +100% tax and the other for the remaining ten percent (10%) of the cost of the instrument.

**B.** Before release of payment the supplier has to submit the signed agreement, warranty documents of instrument 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 satisfactory completion of service during the said period, duly certified by the consignee.

## **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 instrument and accessories will be provided by the supplier without any extra cost (This cost is to be included in the cost of turnkey).**

### **UP-TIME BALANCE :**

The Supplier (s) shall provide guarantee 95% uptime i.e. 41610 (95% of 43800 Hours) during comprehensive warranty period. The up time guarantee will be 95% as calculated here under i.e. 8322 hours per annum.

1 year – 365 days (24 working hours per day)

Total working time per annum – 365 days x 24 hrs = 8760 hrs.

Up time guarantee - 0.95 x 8760 hrs. = 8322 hrs. per annum.

For 2 years warranty = 8322 x2 = 16644Hours

Any uptime less that specified above will be compensated by the Supplier(s). The consignee shall maintain a log-book in the format provided by the Supplier(s) which will indicate usage of the instrument 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 instrument goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the instrument 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 instrument 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 3 (three) years after the completion of 2 years comprehensive warranty period.

## **INSTALLATION AND DEMONSTRATION :**

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

## **TRAINING :**

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

## **PERT CHART :**

Failure to stick to the pert chart will attract penal charges like forfeiture of performance security.

## **INCIDENTAL SERVICES :**

The Supplier(s) shall abide by the terms and conditions under incidental services & the installation of Instrument / Equipment at the destination point (Door Delivery) of consignee and demonstrate the machine in working condition to the receiving authority.

Furnishing of tools required for assembly and / or maintenance of the supplied Instruments / Equipments.

Furnishing of detailed operations and maintenance manual literatures for each appropriate unit of supplied Goods.

Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of two (2) years i.e. the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this contract.

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

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the equipments / instruments to be supplied by him / them and to provide spare parts for up keeping the Instruments / 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 C.M.C (Comprehensive Maintenance Cost) for a period of 3 (three) years from 3<sup>rd</sup> year onwards duly signed by authorised signatories for the execution at appropriate time (Annexure – X & XI).

## **SPARE PARTS :**

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (2 years) during the CMC period.

## **COMPREHENSIVE WARRANTY :**

This warranty shall remain valid for two (2) years from the date of installation & commissioning of the machine / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

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

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

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

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

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

## **GOVERNING LANGUAGE :**

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

## **DELIVERY OF DOCUMENT :**

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

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

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

## **INSURANCE :**

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

## **PACKAGING :**

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

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

- a. a packaging note quoting the name of the purchaser
- b. the number and date of order
- c. nomenclature of the goods
- d. schedule of parts for each complete instrument giving part number with reference to assembly.
- e. Name & address of the consignee
- f. Name & address of the supplier.

## **TERMS OF CONTRACT :**

The **C.D.M.O, Khurda, Odisha** will be at liberty to terminate the contract either wholly or in part without assigning any reason . The tenderers will not entitled to any compensation whatsoever in such terminations.

## **PENALTIES :**

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by the C.D.M.O, Khurda, Odisha by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the C.D.M.O, Khurda, Odisha whose decision is final & binding in the matter.

If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption / use & rusted then the contract price or prices of such articles on full will be recovered from the tenderer, if payment had already been made to him or the tenderer will not be entitled to any payment for that item & no further order will be given to him. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the C.D.M.O, Khurda, Odisha and the tenderer shall be liable for all losses sustained by the C.D.M.O, Khurda, Odisha in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

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

**ARBITRATIONS :**

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

**CHANGE OF TERMS AND CONDITIONS :**

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

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

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)

**ANNEXURE – XI**

(Refer Clause No. 11.1 to 11.6, 13.1)

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

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

Name of the instrument:

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 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 2year comprehensive warranty is valid from dt.\_\_\_\_\_ to dt.\_\_\_\_\_.
- v. The 3 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.

**UNDERTAKING**

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

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

Name of the instrument:

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 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 instrument 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 / instrument 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 instrument'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.

Signature of the witness  
Name & address

Signature of the Tenderer  
Name & address

Dated

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.