

## 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	Medical Instruments	200.00	10,000.00	ZSS(MISC.)Khurda
5	Medical Consumables	200.00	10,000.00	ZSS(MISC.)Khurda
6	<b>Medical Kit items</b>	<b>200.00</b>	<b>10,000.00</b>	<b>ZSS(MISC.)Khurda</b>

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

Sd/-  
Chief District Medical Officer  
Khurda

***TERMS, CONDITIONS & SPECIFICATION FOR  
SUPPLY OF VARIOUS MEDICAL KIT ITEMS 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.K**

**TENDER DOCUMENT FOR SUPPLY  
OF  
VARIOUS MEDICAL KIT ITEMS**

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</b> for a period <b>2(two) years</b> from the date of supply
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 OF VARIOUS MEDICAL KIT ITEMS**

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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 of Medical Kit Items to the Office of C.D.M.O, Khurda, Odisha” & Tender Reference No. C.D.M.O, KHURDA 2011 – 2012 – M.K
- 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 items 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.

### **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 but excluding VAT & ET.
- b) 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 shall be paid to the supplier on receipt of the stock entry certificate, 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 supply.

- 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

<b>A</b>	<b>Minilap Kit (Set) :</b>
1	Sponge Holder 10 inch : 2 nos
2	Artery Forceps Straight 6 inch : 4 nos
3	Artery Forceps Curved 6 inch : 2 nos
4	Allis Forceps 6 inch : 4 nos
5	Babcock Forceps 6 inch : 2 nos
6	Right Angled retractor 6 inch : 1 no
7	Right Angled retractor 8 inch : 1 no
8	Tubal hook 8inch : 1 no
9	Needle Holder 8inch : 1 no
10	Plain Forceps 6inch : 1 no
11	Tooth Forceps 6inch : 1 no
12	Curved Scissor 8inch : 1 no
13	Straight Scissor 8inch : 1 no
14	Nel Cath 14fr : 1 no
15	BP Handle No. 4 : 1 no
16	BP Handle Blade no. 22 : 1 no

<b>B</b>	<b>IUCD Kit (Set) :</b>
1	Sponge Holder 10 inch : 1 no
2	Sims speculum small size : 1 no
3	Sims Speculum medium size : 1 no
4	Allis Forceps 6 inch : 2 nos
5	Uterine Sound : 1 no
6	Kellys Forceps 12 inch : 1 no
7	Straight Scissor 6 inch : 1 no

<b>C</b>	<b>NSV KIT (Set) :</b>
1	<b>1. Dissecting Forceps : 1 No.</b> - Made of stainless steel, sharp tip, light weight.
	<b>Approximate Dimension and weight are:</b>
	Tip angle curvature : 40 degree on plane Inside Surface of blades: Smooth Length of blades (Jt.To tip) : 25 mm Length (Ratchet to tip) : 110 mm Ratchests : 2/3 Weight : 25-30 gmsratchets
2	<b>2. Ringed Clamp : 1 No.</b> - Made of stainless steel, and light weight.
	<b>Approximate Dimension and weight are:</b>

	Total Length: (Ratchet to tip) : 25 mm Inside dia of clamp ring : 4 mm Outside dia of rings : 6.5 mm Clamp ring slit distance : 0.5 mm Ratchets: 2/3 ratchets
3	<b>3. Sponge Forceps 10 inch : 2 nos</b>
4	<b>4. Straight Scissor 6 inch : 1 no</b>
5	<b>5. Artery forceps 6 inch : 1 no</b>

<b>D</b>	<b>Surgical Instruments of MVA</b>
1	MVA Syringe 100CC : 1 no
2	Sponge Holder 10 inch : 2 nos
3	Sims Speculum small size : 1 no
4	Sims Speculum medium size : 1 no
5	Allis Forceps 6 inch : 2 nos
6	Uterine Sound : 1 no
7	Heggars dilator : 1 set
8	Uterine Curette blunt and sharp : 1 no
9	Ovem Forceps 10inch : 1 no
10	Disposable Cannula of size 6, 8, 10 & 12 : One each.

<b>E</b>	<b>Surgical Instruments of EVA</b>
1	Sponge Holder 10 inch : 2 nos
2	Sims Speculum small size : 1 no
3	Sims Speculum medium size : 1 no
4	Allis Forceps 6 inch : 2 nos
5	Uterine Sound : 1 no
6	Heggars dilator : 1 set
7	Uterine Curette blunt and sharp : 1 no
8	Ovem Forceps 10 inch : 1 no
9	Disposable Cannula of size 6, 8, 10 & 12 : One each.

<b>F</b>	<b>ASHA First-Aid Kit</b>
1	Scissor (6")
2	Savlon Lotion
3	Silverex Ointment
4	Micropore
5	Roller Bandage 2"
6	Cotton
7	Small Kit Bag

**SECTION -V**

**All the items should be quality certified.**

## **SECTION –VI**

### **ANNEXURES**

**(Technical Bid, Price Bid, Agreement,  
Undertaking for Comprehensive Warranty)**

**CHECK LIST**  
(To be submitted in **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) & details of technical specification (Annexure –VIII A & 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     | Yes | No |
| 14. Attested Photocopy of Up-to-date<br>CE / US FDA/BIS Certificate (Item wise)<br>(As per technical specification) | Page<br>No. | Yes | No |
| 15. Attested Photocopy of Up-to-date<br>IEC Certificate (Item wise)<br>(As per technical specification)             | Page<br>No. | Yes | No |
| 16. Photocopy of PAN  | Page<br>No. | Yes | No |
| 17. Photocopy of VAT clearance certificate  | Page<br>No. | Yes | No |
| 18. Copy of original Tender and schedules, duly<br>signed by the Tenderer   | Page<br>No. | Yes | No |

**Annexure II**  
(Refer Clause No. 3.2)

(To be submitted in Cover A -Technical Bid)

**LIST OF ITEM(S) QUOTED**

<b>Sl.</b>	<b>Name of Kit /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 Orissa.</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 \_\_\_\_\_, Orissa for the  
supply of medical equipments. The approved rate will remain valid for a period of one year  
from the date of approval. I will abide with **all the terms & conditions** set forth in the  
**Tender Reference no.** \_\_\_\_\_

I/We do hereby declare I/We have not been de-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 equipment in Orissa.

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 Orissa.

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

Dear Sir,

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

1. Messrs ----- (name and address of the agent) is our authorized agent for sale and service of ----- (name of equipment(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 if 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 Equipment 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) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)**
							As per contract	Actual		
1										
2										
..										

**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)**

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

<b>Sl. No.</b>	<b>Item Name</b>	<b>Clause of Technical Specification</b>	<b>Statement of Deviations / Variations</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 (s) (Kit Sets as mentioned in the Schedule of Requirement) (With Make & Model)	Specification (Section V)	Unit Price of 1 Set of Kit (consists of items with nos. as mentioned in the technical specification) which includes excise duty / customs duty, packing, insurance, forwarding / transportation, installation (door delivery) with 2 (two) years onsite warranty & <b>excludes VAT/Sales tax / entry tax</b>	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>

**\*The Unit Price mentioned at (3) shall be taken into account for evaluation. This will exclude the CST/VAT & entry tax if any. CST/VAT & ET (if any) which will be chargeable on the price (3) shall be mentioned separately in column 4 above.**

**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.**

# **ANNEXURES**

**(Agreement & Warranty 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 equipment(s) etc. with the terms & conditions hereinafter laid down.

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

**Name of the Item:**

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

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

<u>Description of goods:</u>	<u>Offered Price</u>	<u>Total</u>
------------------------------	----------------------	--------------

The price / cost of the item also includes 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.

## **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 and Equipments etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft 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 equipment +100% tax shall be released to the supplier on receipt of stock entry certificate from the consignee. The remaining ten percent (10%) will be released after satisfactory working certificate received from the consignee after 6 weeks of supply 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 equipment and the other for the remaining ten percent (10%) of the cost of the equipment.

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

## **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 Equipments / Instruments for a minimum period of 10 years from the date of installation.

The tenderers shall clearly mention the price of the instruments / equipments inclusive of warranty for a period of 2 (two) years commencing from the date of installation. The tenderers shall submit undertaking for warranty 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 during the warranty period (2 years) during.

### **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 equipment 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/C.M.O 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/C.M.O 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/C.M.O 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/C.M.O and the tenderer shall be liable for all losses sustained by the C.D.M.O/C.M.O 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, Orissa.

### **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)

(Refer Clause No. 11.1 to 11.6, 13.1)

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

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

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

I / we / M/s \_\_\_\_\_

hereby declare that

- i. I / we do Accept / Agree for the warranty / guarantee (2 years comprehensive on- site Warranty as per this tender clause No. 11.1 to 11.5
- 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.\_\_\_\_\_.

Date:

Signature of the competent authority

Place:

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 equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we \_\_\_\_\_ hereby  
declare that

1. I / we am / are the manufacturers / authorized agents / distributors of \_\_\_\_\_  
\_\_\_\_\_.
2. I / we do accept / agree for the all clauses including the comprehensive onsite warranty 2 years and payment terms and conditions of this tender.
3. I / we do hereby confirm that the prices / rates quoted are fixed and are at par with the prices quoted by me / us to any other Govt. of India / Govt. of Orissa Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
4. I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
5. I / we have necessary infrastructure for the maintenance of the equipment and will provide all the accessories / spares as and when required.
6. I / we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee / warranty / maintenance of the machinery / equipment and have provided written confirmation for the same.

7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the equipment's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 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.