

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

Phone No.06815-222205/ 222222

Email: centralstoregajapati@gmail.com

Letter No.12422 /**Substore/2020-21**

Dated..20-11-2020

Tender Call Notice

Bid Reference No. – CDM & PHO (Gajapati) – 2020-21 – IEF – 02

Sealed Tenders are invited from registered Manufacturers/Importer/Authorized Distributors / DGS & D / suppliers for supply of **INSTALLATION COMMISSIONING OF GAS PIPE LINE AND MANIFOLD SYSTEM** for Gajapati District. The intended suppliers, manufacturer, Distributors are required to quote the rates for the following items. The tender reaching after due date shall summarily be rejected. The specification and names of the items of the manufacturing company should be mentioned in the price bid. The equipments/ items are to be supplied with door delivery & installed within 30days of receipt of the orders and should submit the installation certificate and warranty certificate. The last date of submission is **Dt. 11-12-2020 by 1.00 PM** through **Reg. Post /Speed Post or Courier** services only along with all the relevant documents. The Bidders should specifically super scribe, "**Tender call notice for supply of Gas Pipe line and Manifold system for Gajapati District**" on the top left corner of the outer envelope containing Bid reference number. The Bidders may download the Tender Documents directly from the WEBSITE available at www.gajapati.nic.in within **Dt.11-12-2020** The Tenders received shall be opened at **12.00 noon on Dt.1-12-2020** in the chamber of CDM & PHO, Gajapati and the said firms are requested to attend on the said date and time or send their representative. The undersigned reserves the right to reject or cancel any or all the tenderers without assigning any reason thereof.

Sd/-

Dr.P.K Patro

CDM & PHO,Gajapati

**TERMS & CONDITIONS FOR
SUPPLY OF INSTALLATION COMMISSIONING OF GAS PIPE LINE AND MANIFOLD
SYSTEM**

Chief District Medical & Public Health Officer
(HEALTH & F.W. DEPTT., GOVT. OF ORISSA)
Tel / Fax: 06815 -222222/222205

Bid Reference No. – CDM & PHO (Gajapati) -2020-21 – IEF – 02

**TENDER DOCUMENT FOR SUPPLY OF INSTALLATION COMMISSIONING OF GAS
PIPE LINE AND MANIFOLD SYSTEM**

DATE OF COMMENCEMENT OF SALE OF THE BID DOCUMENT: DT.11-12-2020

From 11.00 AM to 5.00 PM

LAST DATE & TIME FOR SALE OF BID DOCUMENTS : 11-12-2020 up to 2.00 P.M

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS : 11-12-2020 up to 5.00 P.M

DATE & TIME OF OPENING OF TENDER : 14-12-2020 at 12.00 Noon

PLACE OF OPENING OF BID DOCUMENTS: **CHAMBER OF CDM & PHO, GAJAPATI**

AND

ADDRESS FOR COMMUNICATION

AND

RECEIPT OF BID DOCUMENTS

O/o. CDM & PHO, GAJAPATI
GAJAPATI - 761200
Tel / Fax: 06815-222222/222205
Email: centralstoregajapati@gmail.com

SALE OF TENDER / BID DOCUMENT

The Bidders have to download the Tender Documents directly from the WEBSITE available at www.Gajapati.nic.in (all tenders). The Tender Paper cost fee of Rs.1,000/- Plus VAT @ 5% (Non-refundable) by way of separate Demand Draft drawn in favour of **CENTRAL STORE GAJAPATI** payable at Gajapati should be enclosed along-with the Technical Bid. The Bidders should specifically super scribe, “**DOWNLOADED FROM THE WEBSITE**” on the top left corner of the outer envelope containing Technical Bid and Price Bid separately. The Tender Paper cost fee and the EMD should be submitted separately in separate demand drafts. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website or the office notice board before last date of purchase of tender document and the CDM &PHO,Gajapati,Paralakhemundi shall have no responsibility for any delay / omission on part of the bidder.

a) Price of bid document Rs.1, 000.00 plus VAT @ 5%(Non-refundable & non-refundable)
The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.

TERMS AND CONDITIONS

1.Sealed tenders will be received by Dated.:11-12-2020 up to 5PM by the CDM &PHO,Gajapati,Paralakhemundi in the office of the CDM &PHO,Gajapati, for the purchase Supply, installation and commissioning of Medical Gas Pipeline and manifold system. Any tender received after the due date & time will be rejected / returned to the sender unopened. The tenders will be received through Courier services / Speed Post only. No tender paper submission through the person/persons by hand is accepted.

1.The bidder(s) are to submit their tender in separate sealed covered envelopes for technical bid and commercial bid by super scribing Cover “A” (Technical Bid) & Cover “B” (Price Bid) and both the covers should be put into a third Cover, which should be super scribed as “Tender for the Supply, installation and commissioning of Medical Gas Pipeline and manifold system at CDM &PHO,Gajapati,Paralakhemundi

1.The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened at the office chamber of the CDM &PHO,Gajapati,Paralakhemundi at 12 noon on date.14-12-2020 The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

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

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

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

ELIGIBILITY CRITERIA

2. Bidders are eligible to participate in the tender provided, they have

- (i) Valid Import license(if items are imported)
- (ii) Valid Manufacturer authorization(if the bidder is not manufacturer) Annexure-IV
- (iii) Valid ISO certificate.
- (iv) Valid ISI/BIS/CE certificate for the components as per Annexure- III
- (v) Tenderer should have proof of supply, installation and commissioning of GAS pipeline system minimum 10 nos at any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in Odisha only in support of that from the user in last 3 years .
- (vi) Proof of turnover Rs1crore or more in each financial year for preceding three (3) financial year of the tendering firm. Annexure-V
- (vii) Bidders who has been blacklisted either by the Tender inviting authority or by the state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting.

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 Earnest Money Deposit of Rs 10,000(Ten thousand) in shape of Demand Draft.
- 3.2 Copy of Import License (if items are imported).
- 3.3 Copy of Valid ISO certificate.
- 3.4 Copy of valid ISI/BIS/CE certificate of components as per Annexure-III
- 3.5 Copy of up-to-date VAT clearance certificate up-to 31.03.2013. (Wherever applicable)

- 3.6 (A) The Original Tender Book with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
(B) Leaflets, photographs & literatures relating to the product / item quoted and matching the specification of the tender in a tabular form.
- 3.7 The declaration form in Annexure - I duly signed by the tenderer before Notary Public.
- 3.8 Proof of Such work to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that in last 3 years from the user
- 3.9 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Orissa (Annexure - VII).
- 3.10 Certificate duly filled by the Auditor / Chartered Accountant (as per Annexure –V) that the annual turnover of the tendering firm is Rs1. Core or more in each financial year for last preceding 3 (three) financial years in India of asked product or related product.
- 3.11 Original money receipt of the tender paper if purchase from this office should be Attached.

COVER – B (PRICE BID)

4. The tender format giving the quoted rate for the items on rate contract basis should be sent in a separate sealed cover hereafter called Cover “B” (Price Bid).
Cover –B (Price Bid) will be opened only of the tenderers who qualify in Technical Bid (Cover – A) and product is as per tender specification.
- 4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per Annexure – II), both hard copy and soft copy must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery), installation, warranty for 2 (two)years and AMC for 3(three) years but exclusive of sales tax / VAT and entry tax charges, if any and the turnkey job in a separate column. The rate should be quoted for each item both in figures and words. In case of difference in words and figures, words will be taken into consideration for evaluation.
- N.B: Valid means the certificate should be valid on or beyond the date of opening of tender (Cover-A).
- 4.2 The date of opening of Cover “B”(Price Bid) of the successful bidders will be intimated later on.

REJECTION OF TENDER

5. The tender paper will be rejected, if any of the following documents are wanting / not submitted with the tender:
- (i) Import license (if items are imported).
 - (ii) Authorization from the concerned manufacturing firm/Importer. Annexure-IV
 - (iii) Earnest Money Deposit (EMD).
 - (iv) Turnover of Rs.1 corer or more in each year for preceding 3 financial years. Annexure-V
 - (v) Valid ISO certificate.
 - (vi) Valid ISI/BIS/CE/Material Certifications certificate as per Annexure III-
 - (vii) Proof of supply/ installation of the items to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user
 - (viii) Price bid / quoted rate with signature and seal (Hard Copy) As per Annexure-II
 - (Viii) Original Money Receipt of the Tender Paper (in case of tender paper purchased).

6. Specifications:-

The quoted product should be recent one and as per the specification enclosed at Annexure -iii

Required catalogue on the product description should be attached with the tender.

7. Earnest Money Deposit:

1. The tender should be accompanied with Earnest Money Deposit (EMD) amounting Rs.10000/- (Ten thousand) in shape of Bank Draft from any Nationalised/ Scheduled Bank in favor of **CENTRAL STORE GAJAPATI** falling which tender will be rejected.
2. The EMD of the unsuccessful bidders will be return back after finalization of tender & in case of successful tenderer, the EMD will be returned after submission of performance security 10% of the purchase order value. EMD of successful tenderer/s will be forfeited, if he/they does/do not accept the purchase order.
3. The selected firm has to complete the installation and commissioning within 30 days of issue of purchase order. If the firm fails to supply and install the item/s in time or supplies are not up to standard, his EMD shall be forfeited and the firm will be blacklisted.

Term & Condition

1. Performance Security:

1. 10% of the purchase order value will be submitted by the firm towards performance security within 21 days of receipt of purchase order in shape of Demand Draft / Bank Guarantee (Prescribed format in Annexure-IV).
2. The Security deposit will be refunded to the firm after Warranty period over.

2. Delivery and Installation:

1. Delivery and installation of each item should be completed within 60 days from the date of issue of purchase order falling which liquidated damage @ 0.5% per week shall be deducted from final payment, for each week of delay beyond the delivery period up to maximum of 2%.

3. Turn Key Job:

- Building required for keeping the gas cylinders, foundation, fencing, etc. will be constructed by the Vendor.
- Making holes in the slab, walls, Removing false ceiling & placing back, if any, etc. will be the responsibility of the vendor and the same will be made good by him. Related melba will be removed by the contractor and will be disposed in the dumping yard . Other related electric work, if any, for making the manifold functional will be executed by the vendor.
- All civil/electrical work will be carried out as per specifications.

4. Warranty:

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

5. Payment:

1. 80% payment shall be made after submission of stock entry certificate (s) duly certified by the concerned officer/installation & demonstration certificate/s and warranty certificate. The balance 20% of the payment will be released after two months of commissioning of the payment, if it is working satisfactory.

2. The approved value of AMC(Compressive Maintenance Contract) payment will be made year wise after signing the AMC agreement

6. **General Conditions:**

1. Any matter will be finalized in Orissa Jurisdiction.



Handwritten signature and date in green ink: *P. S. S. 30/11/2024*
**CDM &PHO, Gajapati,
Paralakhemundi**

DECLARATION FORM

I / Wehaving My / our.....office at.....do declare that I / We have carefully read all the terms & conditions of tender of the CDM &PHO,Gajapati,Paralakhemundi, Orissa for the supply, installation and commissioning of gas pipe line and manifold system. I will abide with all the terms & conditions set forth in the tender paper 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. organisation / Govt. Health Institutions for supply of Not of Standard Quality (NSQ) items / part-supply / 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 2 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 / authorised distributor bearing noValid 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 :

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

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

ANNEXURE-IIA

(Refer Clause No. 4.1)

MODEL TENDER FORMAT (PRICE SCHEDULE)

Name of the Item (Item mentioned in the schedule of requirement) (With Make & Model)	Specification (Section V)	Price of Gas Pipe Line System which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & excludes VAT/sales tax / entry tax	AMC (excluding Service Tax) for three years after expiry of two years warranty period (please mention on yearly basis)	**Cost of Turnkey (all accessories for installation & commissioning including all taxes for turnkey in Rs. (Door delivery & installation))	*Total Cost (Unit Price with AMC & Turnkey) (Exclusive of 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.)
(1)	(2)	(3)	(4)	(5)	6=3+4+5	7
1. Gas Pipe Line System			1 st year: 2 nd year: 3 rd year: Total			

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

* The total cost shall be taken into account for evaluation. This will exclude the 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 is required for installation & commissioning. For turnkey, the details of accessories/equipment are to be mentioned.

Date:

Place :

Signature of the Bidder:

Name

Seal

To be submitted in *Cover B – Price Bid*

ANNEXURE-IIB

(Refer Clause No. 4.1 & 8.16)

PRICE BREAK UP OF THE PRICE OF GAS PIPELINE AND MANIFOLD AS MENTIONED IN THE COLUMN 3 OF THE PRICE SCHEDULE

ANNEXURE IXA

SI.	Name of the Item	Make/Model	Quantity	Unit Cost(Rs)	Total Cost (Rs.)
1	Gas outlets [Terminal units] M70 type for 1Phase-1-.Oxygen-12nos(ICU),8nos (OT) Phase-2-Oxygen 24 (SNCU)		Phase-1-18nos Phase-2-24nos		
	2-N2O-4nos		4nos		
	3-Phase-1-Air – 6nos (ICU),4nos(OT), Phase-2-Air 12nos -(SNCU)		Phase-1-10nos Phase-2-12nos		
	4- Phase-1 Vacuum-06nos(ICU),04(OT) Phase- 2-12nos(SNCU		Phase-1-10nos Phase-2-12nos		
❖ 2	Medical grade copper tubes, fittings and fixtures. Gauges- O.D. Wall thickness of tube				
	❖ 28mm 0.9mm		50Mtr(Approximate)		
	❖ 22mm 0.9mm		100Mtr Approximate	Per Meter Cost	
	❖ 15mm 0.9mm		50Mtr Approximate		
	❖ 10 mm 0.9mm		50Mtr Approximate		
3	Zonal Isolation valves with pressure gauges				
	For Oxygen		3		
	For Air		3		
	For Suctio-		3		
	For Emergency point for Oxygen		3		
4	Medical gas Alarm system-1no		1		
5	Oxygen Manifold-1no		1		
6	Emergency Standby manifold-1no		1		
7	Vacuum System-2nos		2		
8	Nitrogen manifold-1no		1		
9	Emergency Standby Manifold-1no		1		

10	Compressed Air System-2nos		2		
11	Fully Automatic Control Panel-2nos		1		
12	Necessary accessories				
	Good quality suction jars with vacuum regulators complete with overflow protection.		6		
	Brass body Flow meters with humidifiers.		5		
	Pressure line adapter pins etc to be supplied in adequate numbers.		1		
	Gas Cylinder		2		

❖ The lengths of the Pipes are given as Approximate. The amount will be paid as per actual length which will be calculated taking into unit price consideration.

Grand Total Amount should be the same as that of price mentioned in Col.3 of Annexure IIA

Signature of the Bidder:

Name

Date :

Place :

Seal

TECHNICAL SPECIFICATION

Sl. No.	Department	No. of Beds	No. of O2 Outlets	No. of Vacuum Outlets	No. of Air Outlets	No. of N2O Outlets
1	MCH & ICU	10	20	10	10	00

1. Gas outlets [Terminal units] M70 type for Oxygen, Nitrous, Air & Vacuum:

- Integral check valve.
- All metal construction.
- Individually tested & certified.
- Full range of mounting.
- For tube size 10mm, 15mm, 22mm, 28mm individually labeled.
- **Manufacturer Should be ISO certified.**

2. Medical grade copper tubes, fittings and fixtures:

- All copper pipes & fittings used should be made of phosphorous de-oxidized, non arsenical copper having ISI marked flow meter of specified sizes.
- The chemical composition of tubes should confirm to BS6017: 1981 and manufactured as per BS-2871 or European standard of EN 1057.
- Copper pipes should be solid drawn seamless hard tempered & degreased for medical use.
- Copper to copper joints should be made on site using a silver copper phosphorus brazing alloy. Copper to brass or gun metal joints shall not be made on site.
- Pipe lines should be supported at the intervals specified in HTM 2022 using suitable metallic, non ferrous material. Plastic supports may be used only for the down drops to the terminal units.
- Fitting shall be end feed type, manufactured from the same grade of copper on the pipes and should confirm to BS864.
- Fittings shall be degreased suitable for oxygen use and supplied sealed in protective polythene bags.
- Gauges should be

O.D.	Wall thickness of tube
28mm	0.9mm
22mm	0.9mm
15mm	0.9mm
10 mm	0.9mm
- **Manufacturer Should be ISO certified.**

3. Zonal Isolation valves with pressure gauges:

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

4. Medical gas Alarm system:

- Three gas alarm
- Individual gas status LED indicator-showing NORMAL, HIGH and LOW conditions for each service.
- Audio alarm Indicator by Piezo electric buzzer.
- Alarm test / check / mute Facility needed.
- Working pressure display via digital gauges.
- Aesthetic design and Powder coated aluminum construction.
- **Manufacturer Should be ISO certified.**

5. Oxygen Manifold – to comply with relevant standards, with minimum maintenance:

- 8 X 8 X 7M3 oxygen cylinder: Oxygen manifold should be suitable to withstand a pressure of 145 kg / cm².
- Copper Annealed tail pipes with Brass end adaptors suitable for Oxygen Cylinders and manifolds.
- The manifold should be so designed that it shall suit easy cylinder changing and positioning. The system should have non – return valves for easy changing of cylinders without closing the bank.
- The cylinder should be placed with the help of cylinder brackets and fixing chains which should be zinc plated.
- **Manufacturer Should be ISO certified.**

6. Emergency Standby manifold for medical oxygen:

- To comply with relevant standards.
- 2 X 2x 7M3 oxygen cylinder manual manifold with good quality preset regulator.
- Should require minimum maintenance.
- **Manufacturer Should be ISO certified.**

7. Nitrous Manifold – to comply with relevant standards, with minimum maintenance:

- 4 X 4 X 7M3 nitrogen cylinder: Nitrous manifold should be suitable to withstand a pressure of 145 kg / cm².
- Copper Annealed tail pipes with Brass end adaptors suitable for Nitrous Cylinders and manifolds.
- The manifold should be so designed that it shall suit easy cylinder changing and positioning. The system should have non – return valves for easy changing of cylinders without closing the bank.
- The cylinder should be placed with the help of cylinder brackets and fixing chains which should be zinc plated.
- **Manufacturer Should be ISO certified.**

8. Emergency Standby manifold for medical Nitrous:

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

9. Vacuum System:

- Reputed make I.S.I. Standard dry type single stage two cylinder single acting reciprocating type splash lubricated air-cooled vacuum pump.
- 3 HP motor with suitable starter, mounted on base frame, complete with wiring, switched, interconnecting pipes and isolation valve(s).
- ASSC.
- The vacuum pressure should not exceed 26 in Hg with flow volume more than 55cfm.
- Receiver capacity 300 liters with interconnecting pipes.
- **Manufacturer Should be ISO certified.**

10. Compressed Air System:

- Any reputed make I.S.I. Standard two stage two cylinder single acting reciprocating type splash lubricated air-cooled air compressor mounted on 300L capacity horizontal air receiver.
- ASSC.
- 7.5HP electric motor foot mounted, dryer, filter, starter, water cooled after cooler with moisture separator, air dryer.
- Maximum pressure should not be less than 170 psi with flow pressure of minimum 22cfm.
- Inline filters 2 nos. three stages of filtration to remove oil vapor, hydrocarbons, dust particles and free from moisture to make the air supplied medical grade.
- To remove maximum contamination and minimum pressure drop.

- Other hardware complete with wiring, switches, interconnecting pipes and isolation valve(s).
- **Manufacturer Should be ISO certified.**

11. Necessary accessories:

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

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12. Fully Automatic Control Panel:One for Oxygen and One for Nitrogen.

- The control panel should be integrated with pressure gauges, regulators and control switching components which should be installed inside a cabinet to minimize tampering with regulators.
- Fully Automatic and shall switch from “Bank in Use” to “Reserve Bank” without fluctuation in delivery line pressure and without the need for external electrical power.
- The reserve bank should be automatically adjusted once the running bank reached near exhaustion to minimize supervision and to offer stability and safety.
- The unit will be compact
- The Control Panel will have large LED display for left and Right Banks and for Delivery Pressure. The control panel will also have separate LEDS for Bank in use, Bank Ready and Empty.
- Should have 3 stage audio & visual warning in case of an emergency and has a pressure outlet of around 4.2kg/cm².
- **Manufacturer Should be ISO certified.**

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

To

The CDM &PHO,Gajapati
 Gajapati,
 Paralakhemundi.

Ref:Tender No. _____ Dated _____

_____ for

Dear Sir,

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

1. M/S _____ (name and address of the agent) is our authorized distributor for sale and service of _____ (name of equipment(s)).

2. We confirm that no supplier or firm or individual other than Messrs_____ (name of the above distributor) is authorized to submit a tender and enter into a contract with you for the above goods manufactured by us.

3. We also extend our full warranty (2 years comprehensive warranty) and also full back-up support for 3 years AMC/CMC after the warranty period as required by the purchaser.

4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty and AMC/CMC services and do accept to provide uptime guarantee of 95% as per this tender clause No. 13.1.

Yours faithfully,

(Signature with date, name and designation)

For and on behalf of Messrs _____

(Name & address of the manufacturers)

Seal

Note :

1. This letter should be on the **letterhead** of the **manufacturer** 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 furnished in the **letter head** of the Auditor/ Chartered Account)

ANNUAL TURN OVER STATEMENT

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

Sl.No.	Year	Turnover in (Rs.)
1.	2017-2018	-
2.	2018 - 2019	-
3.	2019 – 2020	-

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

Date:
Place:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

Note:

- To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the Membership no.
- Separate certificates** should be furnished for **different manufacturer/importer** in case the bidder (authorized distributor) is quoting products of **different manufacturers/importers**. The authorized distributor has also to furnish his turnover statement in the above format.

Performance Security Bank Guarantee Format

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

Beneficiary:[Name and Address of the Purchaser]

Performance Guarantee No.....

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

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

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

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

[(Signatures (s))]

ANNEXURE –VII
(Refer Clause No. 3.9)

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

DETAILS OF THE TENDERER & LOCAL CONTACT PERSON

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

**Signature of the Tenderer
with seal
Date :**

Official Seal :

(Refer clause no.8.2)
AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 20.....

BETWEEN

**Name of the Supplier
with full address**

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

AND

**CDM &PHO,Gajapati,Paralakhemundi Health & F.W. Department, GoO
Represented through the**

_____ / THE CONSIGNEE

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

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

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

Name of the Item:

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

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

Description of goods:

Offered Price

Total

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

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

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

TERMS AND CONDITIONS:-

PRICE :

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

TERMS FOR PAYMENT :-

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 with the **warranty for 2 years** agreement to the consignee.

80% of the cost of the equipment (excluding AMC 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 twenty percent (20%) 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 80% of the cost of the equipment+100% turnkey +100% tax and the other for the remaining twenty percent (20%) 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 – V & VI will also be submitted to the consignee with photocopies to the purchaser.

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

TURNKEY JOB:

The external power supply and place will be provided by the purchaser but the internal wiring and electrical fittings inside the room for installation & commissioning of the equipment and accessories will be provided by the supplier without any extra cost (This cost is to be included in the cost of turnkey).

UP-TIME BALANCE :

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

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

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

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

For 2 years warranty = 8322 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 equipment every day and for calculation of up-time.

DOWNTIME PENALTY CLAUSE:

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

In no case equipment should remain in non-working condition for more than 2 working days.

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

ANNUAL MAINTENANCE CONTRACT:

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

DEMONSTRATION :

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

TRAINING :

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

INCIDENTAL SERVICES :

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

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

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

Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of 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 A.M.C (Annual Maintenance Cost) for a period of 3 (three) years from 3rd year onwards duly signed by authorised signatories for the execution at appropriate time (Annexure – V & I).

TESTING AND CERTIFICATIONS- The bidder should have all the tools required to test all the parameters including Flow Rate, Pressure, Cross Connections, Alarms, Isolation, Automatic Bank Switching.

SPARE PARTS :

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel during and after the warranty period (2 years) during the AMC 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 CDM &PHO,Gajapati,Paralakhemundi) 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.

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

TERMS OF CONTRACT :

The CDM &PHO,Gajapati 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 CDM &PHO,Gajapati. 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 CDM &PHO,Gajapati. 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 CDM & PHO,Gajapati. and the tenderer shall be liable for all losses sustained by the CDM & PHO,Gajapati. 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, [Paralakhemundi, Dist- Gajapati](#) or High Court, Odissa.

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. 11.2)

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

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

I / we / M/s _____
_____ hereby declare that

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

Date:

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.

(Refer Clause No. 11.2)

UNDERTAKING

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

Tender ref. No. _____

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we _____ hereby
declare that

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

Signature of the witness

Name & address

Signature of the Tenderer

Name & address



Handwritten signature and date: 30/11/2012
CDM & PHO, Gajapati,
Paralakhemundi