

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	Yes	No
2. Tender document Fee	Page No	Yes	No
3. Earnest Money Deposit	Page No.	Yes	No
4. Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III)	Page No.	Yes	No
5. Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No.	Yes	No
6. Manufacturer’s Authorization Format (Annexure – V)	Page No.	Yes	No
7. Proof of avg. Annual turnover of Rs.1 Crore or more for preceding 3 financial years (Annexure - VI)	Page No.	Yes	No.
8. Performance Statement (Item wise) during the last two year (Annexure -VII)	Page No.	Yes	No
9. Copies of Purchase order (Item wise) in support of the performance statement	Page No.	Yes	No
10. Deviation/No deviation Statement (Item wise) & details of technical specification (Annexure –VIII A & B)	Page No	Yes	No
11. Leaflets/Technical Brocheures of the Products offered (Item wise)	Page No.	Yes	No.
12. Copy of Manufacturing License / import license	Page No.	Yes	No

13. Copy of Valid ISO Certificate

	Page	No		Yes		No
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14. Attested Photocopy of Up-to-date
CE / US FDA/BIS Certificate (Item wise)
(As per technical specification)

Page		Yes		No	
No.					

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

Page		Yes		No	
No.					

16. Photocopy of PAN

No.	Page			Yes		No
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17. Photocopy of VAT clearance certificate

Page		Yes		No	
No.					

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

Page		Yes		No	
No.					

Annexure II
(Refer Clause No. 3.2)

(To be submitted in Cover A -Technical Bid)

LIST OF ITEM(S) QUOTED

Sl.	Name of Kit /Item (s)	Name of Manufacturer	Make	Model Name

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

	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 Orissa.
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 / Wehaving
My / ouroffice
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.

Sl.No.	Year	Turnover in Crores (Rs.)
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) : _____

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		

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.

Sl. No.	Item Name	Clause of Technical Specification	Statement of Deviations / Variations
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

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

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

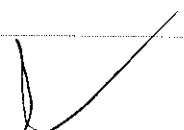
Signature of the Bidder

Name :

Date :

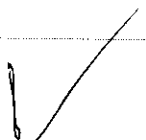
Place :

Seal



ANNEXURE

(To be submitted in COVER B - PRICE BID)



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 1st 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 2nd Party.

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

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

Name of the Item:

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

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

<u>Description of goods:</u>	<u>Offered Price</u>	<u>Total</u>
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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 RKS / ZSS fund of Bhadralu 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 and installation certificate (that it is working) from the consignee. The remaining ten percent (10%) will be released after satisfactory working certificate received from the consignee after 6 weeks of installation subject to submission of performance security (10% of P.O. Value). For this purpose the supplier will submit two bills, one 90% of the cost of the equipment+100% turnkey +100% tax 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.

TURNKEY JOB:

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

UP-TIME BALANCE :

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

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

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

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

For 2 years warranty = $8322 \times 2 = 16644$ Hours

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 CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the consignee if required.

In no case equipment should remain in non-working condition for more than 7 working days. The manufacturers or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

INSTALLATION AND DEMONSTRATION :

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

TRAINING :

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

PERT CHART :

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

INCIDENTAL SERVICES :

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

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

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

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

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

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the equipments / instruments to be supplied by him / them and to provide spare parts for up keeping the 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.

COMPREHENSIVE WARRANTY :

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

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

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

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

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

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

GOVERNING LANGUAGE :

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

DELIVERY OF DOCUMENT :

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

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

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

INSURANCE :

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

PACKAGING :

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

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

- a. a packaging note quoting the name of the purchaser
- b. the number and date of order
- c. nomenclature of the goods
- d. Schedule of parts for each complete 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. Bhadrak 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)

ANNEXURE – XI

(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:

Place:

Signature of the competent authority

on behalf of the company / firm.

Seal of the firm.

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

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

UNDERTAKING

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

Tender ref. No. _____

Name of the 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.

