

**TERMS, CONDITIONS & SPECIFICATION FOR SUPPLY OF
MINILAP/IUCD/MSV KITS FOR A PERIOD OF ONE YEAR**

Name of the District : BHADRAK
(HEALTH & F.W. DEPT., GOVT. OF ORISSA)

Tel: 06784 / 251866; Fax: 251855

Bid Reference No.-C.D.M.O. (3) – 2011-2012-DRUGS

**TENDER DOCUMENTS FOR SUPPLY OF MINILAP/IUCD/MSV KITS
OPEN TENDER NO: 2876 DATED: 16.07.2011**

DATE OF COMMENCEMENT OF SALE OF THE BID DOCUMENT:
16.07.2011
From 11 A.M. to 4 P.M.

PRE BID CONFERENCE : 18.08.2011 at 10:30 AM. ~~10:30 AM~~ 11:30 AM

LAST DATE & TIME FOR SALE OF BID DOCUMENTS : 16.8.2011 upto 4 P.M.

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS : 18.8.2011 upto 11:30 A.M.

DATE & TIME OF OPENING OF VOCER-A (Technical Bid): 18.08.2011 at 12 Noon

DATE OF OPENING OF COVER-B (Price Bid) : will be intimated later on.

PLACE OF OPENING OF BID DOCUMENTS :
AND :
ADDRESS FOR COMMUNICATION : Chief District Medical Officer, Bhadrak
AND :
RECEIPT OF BID DOCUMENTS

Tel: 06784/251866 Fax: 251855
Email : cdmobdk@rediffmail.com

OFFICE OF THE CDMO BHADRAK

SECTION -I

SALE OF TENDER / BID DOCUMENT

A complete set of bidding documents may be purchased by prospective bidders on payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of C.D.M.O, BHADRAK payable at BHADRAK from any Nationalised /Scheduled Bank at the office of the C.D.M.O/~~C.M.O~~ BHADRAK during office hours from 11 A.M. to 4 P.M. on all working days as mentioned in the tender document either in person or by post.

The Bidders may download the Tender Documents directly from the WEBSITE available at **Error! Hyperlink reference not valid.** (all tenders). The Tender cost fee of Rs.1,000/-(one thousand) Plus VAT @ 4% (Non-refundable & non-refundable) by way of separate Demand Draft drawn in favour C.D.M.O/~~C.M.O~~ BHADRAK should be enclosed along-with the Technical Bid. The Bidders should specifically superscribe, “**DOWNLOADED FROM THE WEBSITE**” on the top left corner of the outer envelope containing Technical Bid and Price Bid separately. The Tender cost fee and the EMD amount should be submitted separately in shape of demand drafts in the technical bid. 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 C.D.M.O/C.M.O shall have no responsibility for any delay / omission on part of the bidder.

- | | | |
|----|-------------------------|-------------------------------------------------------------------------------|
| a) | Price of bid document | Rs. 1,040.00 (Rs.1,000.00 plus VAT @ 4%) (Non-refundable & non-refundable) |
| b) | Postal charges, inland: | Rs. 300.00 – (Extra) |

The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.

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 60 days from issue of the work order. |
| 5. | Mode of Delivery | By Air / Road / Rail |
| 6. | Guarantee / Warranty | Guarantee / Comprehensive warranty: including spares, maintenance etc. for a period 2(two) years from the date of installation & commissioning. |
| 7. | EMD | Rs. (2% of quoted value)...../- (Rupees) only per tender. The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of C.D.M.O/ C.M.O <u>Bhadrak</u> from any Nationalised / Scheduled Bank payable at <u>Bhadrak</u> |
| 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 C.D.M.O/ C.M.O <u>Bhadrak</u> , equal to the amount of 10% of the purchase order value (for equipments only) of the items within 21 days of issue of the purchase order which will be deposited in RKS / ZSS account & will be returned back after completion of warranty period. |
| 9. | Pre-qualification | <p>A. Manufacturing units / Importers are eligible to participate in the tender provided, they have</p> <ul style="list-style-type: none"> (i) Valid manufacturing license / Import License. (ii) Valid ISO certificate. (iii) Product must be CE / US FDA etc certified as per Technical Specification (Section V) (iv) Tenderer (Manufacturer/Importer) should have proof of supply of 10 nos or more of the quoted equipment(s) to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user in last 2 year. (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) (vi) Proof of manufacturing of these equipments from last 3 years. (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. <p>B. Authorised distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p> <ul style="list-style-type: none"> (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 above in clause No. "A" along with the tender. |

SECTION -III

TERMS AND CONDITIONS FOR SUPPLY OF MINILAP/IUCD/MSV KITS

- 1.1 Sealed tenders will be received by Dated 18.8.11 upto 11:30 AM by the C.D.M.O/~~C.M.O~~ BHADRAK (district) in the office of the COMO, BHADRAK for the purchase of medical equipments. 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/~~C.M.O~~ BHADRAK on 18.8.11 at 10:30 A.M. The prospective bidders may attend and clarify any doubts on the terms and conditions of the bid document.
- 1.3 The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by superscribing Cover "A" (Technical Bid) & Cover "B" (Price Bid) and both the sealed covers should be put into a **third outer Cover**, which should be superscribed as "**Tender for the supply & installation of Minilap / IUCD /MSV Kits to the Office of C.D.M.O/~~C.M.O~~ BHADRAK, Orissa**" & Tender Reference No. C.D.M.O/C.M.O (3) 2011 - 2012 KITS'
- 1.4 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened by the C.D.M.O/~~C.M.O~~ BHADRAK in the office chamber of the C.D.M.O/~~C.M.O~~ BHADRAK at 12 Noon on 18.8.11. 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 quoted equipment/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. (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 Equipments, particular requirement for Electrical Safety of the equipments.
- (vii) Proof of manufacturing these equipments 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.1,040/- in shape of Demand Draft/ Original Money Receipt
- 3.4 Earnest Money Deposit of Rs (2% of the quoted value) 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 Orissa (**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)
- 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 in 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 equipments to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement.
- 3.10 Deviation/No Deviation Statement from Technical Specification & details of technical specification of the product (**Annexure-VIIIA & 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 Orissa or undertaking to set up service center in Orissa within one month from the date of installation if approved (for those who have no service centers in Orissa).

COVER – B (PRICE BID)

4. The tender format giving the quoted rate for medical equipments 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), installation, & warranty for 2 years. The 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 successful tenderers who qualifies in their technical bid, will be opened at the office chamber of the C.D.M.O/~~C.M.O~~ BHADRAK by the C.D.M.O/~~C.M.O~~ BHADRAK at 11 A.M on 19.8.11 in the presence of the tenderers or their authorized representatives.

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 equipment(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. _____ (2% of the quoted value) only per tender. The Earnest Money Deposit will be submitted in the shape of demand Draft only in favour of C.D.M.O/~~C.M.O~~ BHADRAK from any Nationalised / Scheduled Bank payable at BHADRAK.
- 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 The performance Security should be submitted in shape of Bank Draft from a Nationalised Bank in favour of C.D.M.O/~~C.M.O~~ BHADRAK equal to the amount of 10% of the purchase order value of the item within 21 days of issue of the purchase order, which will be deposited in the RKS / ZSS account of BHADRAK.
- 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.
- 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 equipments 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 (door delivery), installation & with 2 years onsite warranty but exclusive of Sales Tax/VAT & Entry Tax should ***be quoted for the medical equipments (Item wise) on door delivery basis.*** 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 equipment.
- 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 Orissa, 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 L₂ & L₃ firms agree to match the L₁ 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./C.M.O. BHADRAK, Orissa immediately about such reduction in the contracted price. The C.D.M.O./C.M.O. BHADRAK, Orissa 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 Orissa from time to time. Either C.S.T or V.A.T (as applicable) will be paid to the supplier. In case of Entry Tax the supplier has to deposit the original receipt to claim it, if finished goods are brought from outside the State. The Sales Tax & entry tax components should be shown **separately** in the Price Schedule.
- 8.19 The requirement of items may increase or decrease depending on the situation.

PACKAGING :

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

TURNKEY :

10.1 Not required.

COMPREHENSIVE WARRANTY:

(Undertaking as per Annexure – XI & XII)

- 11.1 The comprehensive warranty will remain valid for 2 years from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the consignee and photocopy of that to C.D.M.O/~~G.M.O~~ BHADRAK after installation.
- 11.2 The warranty will cover **all the parts of the machine or item and any replacement or repair required** within the warranty period and will be provided by the supplier free of cost at the destination point (installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during the warranty period.
- 11.3 The Supplier shall warrant that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The Supplier shall further warrant that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.
- 11.4 The selected firm should have a service centre in Orissa.
- 11.5 All the warranty certificates must be handed over to the consignee after installation.

TRAINING & OPERATIONAL MANUAL:

- 12.1 The firm / supplier will provide hands on training to two doctors and two technicians in his own cost for operating / handling the medical equipments within 15 days of installation of equipment.

12.2 The supplier / firm will provide the operational / maintenance manuals and tools (if required) of all items, equipments & turnkey to the consignee at the time of installation.

UPTIME GUARANTEE:

13.1 **UP-TIME BALANCE :**

The Supplier (s) shall provide guarantee 95% uptime during comprehensive warranty period i.e. for 2 years from the date of installation & commissioning.

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

DOWNTIME PENALTY CLAUSE:

14.1 During the Guarantee / warranty period, desired uptime of 95% of 365 days will be ensured (24 hour). If downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the 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** after installing the unit in the institute. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of the accessory / other attachment.

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

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



SPARE PARTS:

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

LOGOGRAMS AND LABELLING :

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

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 17.1 The C.D.M.O/~~C.M.O~~ BHADRAK, Orissa 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/~~C.M.O~~ BHADRAK, Orissa 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/~~C.M.O~~ BHADRAK, 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/~~C.M.O~~ BHADRAK, is empowered to purchase the same items from L₂ or L₃ tenderer if they match the L₁ rate.



17.5 The CDMO, Bhadrak, Dist, Bhadrak, Orissa 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 equipments will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding, installation & comprehensive warranty for two (2) years, but excluding VAT & ET.
- b) The lowest responsive bidder will be selected.
- c) The circulars issued by the Finance Department, Govt. of Orissa 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/C.M.O 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/C.M.O, 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 equipments or turnkey job will be made to the tenderer.
- 20.2 90% of the cost of the equipment + 100% tax shall be paid to the supplier on receipt of the stock entry certificate, installation and demonstration of the item from the consignee. The balance 10% of the payment of equipment will only be made after receipt of certificate on working status of the equipment from the consignee after 6 weeks of installation and commissioning of the equipment for which, the supplier has to raise two bills (A) one for 90% of the cost of the equipment + 100% taxes (B) the other for balance 10% of the cost of the equipment.
- 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 equipment 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/~~C.M.O~~ / ~~S.D.M.O~~ / ~~M.O~~, I/c Dist. ~~Bhadrak~~ Orissa 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.

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/~~C.M.O~~ / ~~S.D.M.O~~ / ~~M.O~~. I/c

Dist. ~~Bhadrak~~ Orissa 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 equipment 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. Bhadrak or High Court of Orissa.

Inspection /Testing :

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

CONDITIONS APPLICABLE TO LOCAL MSEs / SSI OF ORISSA:

The MSE / SSI Units of the State of Orissa 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, Orissa or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Orissa, 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.

SECTION –V

TECHNICAL SPECIFICATION OF MINILAP /IUCD/NSV Kit

Eligibility Criteria:

- Surgical Instruments of the Kit should be CE Marked (Engraved on each instrument).
- High Surgical grade stainless steel (350-450 grade)
- Company name and catalogue number should be engraved on each instrument.
- Physical demonstration of all instruments is mandatory.
- Manufacturer should be ISO certified.

Specification

A) Minilap Kit (Set) :

1 Set consists of the following items:

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) IUCD Kit (Set)

1 Set consists of the following items:

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

C) NSV KIT (Set)

1 Set consists of the following items:

1. **Dissecting Forceps : 1 No. - Made of stainless steel, sharp tip, light weight.**

Approximate Dimension and weight are:

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 ratchets
Weight : 25-30 gms

2. **Ringed Clamp : 1 No. - Made of stainless steel, and light weight.**

Approximate Dimension and weight are:

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. **Sponge Forceps 10 inch : 2 nos**
4. **Straight Scissor 6 inch : 1 no**
5. **Artery forceps 6 inch : 1 no**