



**Odisha State Medical Corporation Limited**  
(A Government of Odisha Enterprise)

**Website: [www.osmcl.nic.in](http://www.osmcl.nic.in) , Email : [proc.osmcl.od@nic.in](mailto:proc.osmcl.od@nic.in)**

**Bid Reference No. OSMCL/2018-19/EQP-Haemoglobinometer/05**

**e-TENDER DOCUMENT**  
**Re-tender**  
**for**  
**Supply of Haemoglobinometer**

**Regd. Office: In front of Ram Mandir, Convent Square, Unit – III,  
Bhubaneswar -751 007  
Tel. : (0674) 2380660**

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**Odisha State Medical Corporation Limited**  
**In front of Ram Mandir, Convent Square, Unit – III,**  
**Bhubaneswar -751 007**

Tel. : (0674) 2380660/950 Website : [www.osmcl.nic.in](http://www.osmcl.nic.in) ,

Email : [proc.osmcl.od@nic.in](mailto:proc.osmcl.od@nic.in)

**NOTICE INVITING BID**

Bid Reference No. : **OSMCL/2018-19/EQP-Haemoglobinometer/05** Date:  
09.05.2018

**Online Bids** through e-Tender portal (<https://tendersodisha.gov.in>) are invited from eligible bidders for supply, installation & commissioning of Equipment as per the particulars mentioned below:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	<b>15.05.2018, 3 PM</b>	
2.	Date & time of Pre-bid meeting	<b>22.05.2018, 11 AM</b> Venue : Conference Hall, Odisha State Medical Corporation Ltd., In front of Ram Mandir, Convent Square, Unit – III, Bhubaneswar	
3.	Date & time of Online bid submission	Start Date & Time	End Date & Time
		<b>29.05.2018, 3 PM</b>	<b>20.06.2018 , 5 PM</b>
4	Date & time of online Technical bid opening	<b>27.06.2018, 11 AM</b>	
5	Date of demonstration of Equipment (if required by the Tender Inviting Authority for some equipments)	To be informed to those bidders whose bids are found to be technically responsive based on documents furnished in technical bid.	
6	Date of opening of Price Bid	To be informed to the qualified bidders	

The bid document with all information relating to the bidding process including cost of bid document, EMDs, Prequalification criteria and terms & conditions are available in the websites: [www.osmcl.nic.in](http://www.osmcl.nic.in) and <https://tendersodisha.gov.in> The Authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason thereof.

**Sd/**  
**Managing Director**  
**OSMC Ltd., Odisha**

Memo No. \_\_\_\_\_/OSMC

Dt. \_\_\_\_\_

Copy forwarded to the MD, NHM-Odisha for information.

**Sd/  
Managing Director  
OSMC Ltd.,Odisha**

Memo No. \_\_\_\_\_/OSMC

Dt. \_\_\_\_\_

Copy forwarded to the DHS, Odisha for information.

**Sd/  
Managing Director  
OSMC Ltd.,Odisha**

Memo No. \_\_\_\_\_/OSMC

Dt. \_\_\_\_\_

Copy forwarded to the State Head Portal, IT Cell, Odisha Secretariat, Bhubaneswar for information.

**Sd/  
Managing Director  
OSMC Ltd.,Odisha**

Memo No. \_\_\_\_\_/OSMC

Dt. \_\_\_\_\_

Copy forwarded to the Chief Manager (Technical), State Procurement Cell, Nirman Soudh, Bhubaneswar for information.

**Sd/-  
Managing Director  
OSMC Ltd.,Odisha**

# SECTION I

## INSTRUCTION TO BIDDERS

- 1.1 **The Odisha State Medical Corporation Limited - OSMCL** (Tender Inviting Authority) is a Govt. of Odisha Enterprise for providing services to the various health care institutions under the Department of Health & Family Welfare. One of the key objectives of the OSMCL is to act as the central procurement agency for all essential drugs and equipments for all health care institutions (hereinafter referred to as user institutions) under the department.
- 1.2 This 'Bid Document' contains the following:
- Section I : Instruction to bidders
  - Section II : Scope and Description of Contract
  - Section III : Bid Schedule
  - Section IV : Schedule of Requirement
  - Section V : Specific Conditions of Contract
  - Section VI : General Conditions of Contract
  - Section VII : Technical Specifications
  - Section VIII : Formats for bidder for Submission of Bid (Technical bid)
  - Section IX : Annexures [Formats for the successful bidder(Supplier) after finalization of bid]
- 1.3 The bid documents published by the Bid Inviting Officer (Procurement Officer Publisher) in the **e-procurement portal** <https://tendersodisha.gov.in> will appear in the “**Latest Active Tender**”. The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the **Bid Schedule (Section III)** after which the same will be removed from the list of “**Latest Active Tender**”. The bid document is also available at website : [www.osmcl.nic.in](http://www.osmcl.nic.in)
- 1.4 **PARTICIPATION IN BID**
- 1.4.1 **PORTAL REGISTRATION:**

The bidder intending to participate in the bid is required to **register in the e-procurement portal** using an active personal/official e-mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. He/She has to submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the **State Procurement Cell** after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GST Registration Certificate (for Procurement of Goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the **online bidding process.**

#### 1.4.2 **LOGGING TO THE PORTAL:**

The Bidder is required to type his/her *Login ID* and password. *The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication.* For each login, a user's DSC will be validated against its date of validity and also against the **Certificate Revocation List (CRL)** of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

#### 1.4.3 **DOWNLOADING OF BID:**

The bidder can download the bid of his / her choice and undertake the necessary preparatory work **off-line** and upload the completed bid at their convenience before the closing date and time of submission.

#### 1.4.4 **CLARIFICATION ON BID:**

The registered bidder can ask questions related to online bid in the e-procurement portal through email: **proc.osmcl.od@nic.in** but before the **pre-bid meeting**. OSMCL will clarify queries related to the bid.

#### 1.4.5 **PREPARATION OF BID**

The detail guideline for preparation of bid is mentioned at General condition of Contract- Section VII (**Clause 6.4 – 6.7 & 6.17**)

#### 1.4.6 **PAYMENT OF EMD AND COST OF BID DOCUMENTS:**

The detail guideline for payment of EMD & Cost of Bid Documents is mentioned at General Condition of contract- Section VII (**Clause 6.5 - 6.7**)

#### 1.4.7 **SUBMISSION AND SIGNING OF BID**

The detail guideline for submission of & signing of bid is mentioned at General Condition of Contract- Section VII (**Clause 6.16 - 6.17**)

## SECTION II

# General Definitions & Scope of Contract

### 2.1 General Definitions

- 2.1.1 *Department* means Health & Family Welfare Department, Government of Odisha.
- 2.1.2 *Government* means Government of Odisha.
- 2.1.3 *Bid / Tender Inviting Authority* is the Managing Director or authorized person of OSMCL by the Managing Director, who on behalf of the User Institution/Government or the funding agencies calls and finalize bids and ensure supply, installation and after sales service of the equipments procured under this bid document.
- 2.1.4 *Bid Evaluation Committee & Technical Committee* are Committees authorized by the Managing Director of OSMCL to decide on the purchase of the drugs and equipments to be procured by the OSMCL.
- 2.1.5 *User Institutions* are the Govt. health care institutions under the Health & FW Department, Government of Odisha for which the equipment under this bid is procured.
- 2.1.6 *Funding agencies* are usually Directorates of Health & FW Department, Govt. of Odisha like Directorate of Health Services, Directorate of Family Welfare, Directorate of Public Health, Directorate of Medical Education & Training, Directorate of Drugs Control Administration etc. and Societies like OHS&FW, SIHFW etc. that provide funds for the procurement of drugs and equipments.
- 2.1.7 *Blacklisting/debarring* – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future bids of Tender Inviting Authority/User Institution, more specifically mentioned in the **Specific**



Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the Tender Inviting Authority/User Institution on account of such violations.

## 2.2 Scope

- 2.2.1 The bids are invited for the supply, installation and commissioning (including training) of the equipments, the details of which are mentioned in **Section IV**, needed for the government health institutions of Odisha on behalf of the Government of Odisha. The Odisha State Medical Corporation Ltd. - OSMCL (hereinafter called as the Tender Inviting Authority) is acting as the central procurement agency as well as service provider for the institutions. The main objective is to obtain **competitive price** through centralized procurement and ensure after sales service to the equipments procured under this bid. For this, the Corporation, on behalf of the Depart of Health & Family welfare, Government of Odisha, will undertake and oversee the procurement process, ensure that the successful bidders are installing the equipments properly at the locations/institutions specified and provide the after sales service during the agreed period of contract in respect of the equipments installed to the satisfaction of the Tender Inviting Authority as well as the user institution.
- 2.2.2 Rate Contract: This is a Rate contract Bid, the rate which will be valid for a period of **two years (24 months)** from the date of approval of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV, which may increase or decrease to an extend of 15%. The bidders are expected to quote their best rates for the equipment, the technical specifications, approx. quantity and locations of the equipment mentioned in Section IV of this bid document. During the rate contract period, **only OSMCL** is authorized on behalf of Health & Family Welfare Department, Govt. of Odisha to place purchase orders for the supply and installation of the same equipments procured under this bid during the validity of the rate contract period.

- 2.2.3 If the Tender Inviting Authority chooses to place repeat order(s) during the rate contract period for supply, installation and commissioning, then the successful bidder is bound to supply the same make/model of equipment(s) as approved at the same rates and under the same terms and conditions of this bid.
- 2.2.4 The rate contractors can withdraw at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with OSMCL.
- 2.2.5 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting.

## SECTION III

# TENDER SCHEDULE

### 3.1. Bid Details

1.	Bid Reference No.	<b>OSMCL/2018-19/ EQP- Haemoglobinometer/05</b>
2.	Cost of Bid Document	<b>Rs. 5,600/- (inclusive of GST) for any or all the item(s)</b>
3.	Validity of bid	Bids should be valid for a minimum period of 180 days from the date of opening of technical bid for the purpose of bid evaluation / finalization of rate contract. As this is rate contract tender, after finalization of the rate contract, the approved rates shall be valid for a period of <b>two years</b> from the date of approval of the rate contract.
4.	Performance Security	10% of the purchase order price (for successful bidders)
5.	Validity of Performance Security	Up to 90 days after the date of completion of the contractual obligations including warranty period.

#### 3.1.1 EMD

Sl. No.	Name of the item	EMD Value
<b>1</b>	<b>Haemoglobinometer</b>	<b>6,00,000/-</b>

**Note:** The bidder **may quote for any or all the equipment** by submitting the required EMD for that equipment. The EMD may be furnished in the shape of DD / BG (in shape of one or multiple DD/BG & the details of DD(s) / BG(s) are to be furnished in Format T3). In case of BG(s), it must be submitted in the required format at Annexure V, which is / are to be valid **till 26.12.2018**

### 3.2. Important Dates:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	<b>15.05.2018, 3 PM</b>	
2.	Date & time of Pre-bid meeting	<b>22.05.2018, 11 AM</b> Venue : Conference Hall, Odisha State Medical Corporation Ltd., In front of Ram Mandir, Convent Square, Unit – III, Bhubaneswar	
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4	Date & time of online Technical bid opening	<b>27.06.2018, 11 AM</b>	
5	Date of demonstration of Equipment (if required by the Tender Inviting Authority for some equipments)	To be informed to those bidders whose bids are found to be technically responsive based on documents furnished in technical bid.	
6	Date of opening of Price Bid	To be informed to the qualified bidders	

## SECTION IV SCHEDULE OF REQUIREMENT

### 4.1 EIF(s) Tendered:

Sl. No.	NAME OF THE EQUIPMENT	REQUIREMENT OF DEVICE (Approx.)	REQUIREMENT OF TEST STRIPS (Approx.)	REQUIREMENT OF LANCETS (Approx.)	Replacement Warranty Period
1	Haemoglobinometer	4388 Nos.	25,30,000 Nos.	27,70,000 Nos.	2 years

Note: The device and test strips (per batch/packet) shall be quoted with **2 years of replacement warranty** deliverable at the user site.

The items shall have to be delivered by supplier to all the District Head Quarter Hospitals and Medical Colleges.

#### Important Notes:

1. The bidders must have to quote the price of individual items under Haemoglobinometer (01 device, 50 Nos. of test strips, 55 Nos. of auto disable lancets) in the Excel BOQ format. However, price evaluation shall be made taking into consideration the sum total of individual cost of 01 device, 50 Nos. of test strips, 55 Nos. of lancets and L1 bidder shall be considered accordingly.
2. The approved rate of the device and the test strips with auto disable lancets shall be approved for the period of 2 years from the date of approval. However the purchase order of the device, test strip and lancets as specified in technical specification shall be issued in phase manner based on the requirement.
3. The purchase order for the device shall be issued for the full quantity requirement as per tender schedule of requirements; however the purchase order for the test strips shall be issued in phased manner as per the requirement.

### 4.2 Technical Specifications:

The detailed technical specifications and other quality parameters of the above equipment are contained in [Section VII](#).

## SECTION V

# SPECIAL CONDITIONS OF CONTRACT

### 5.1 Time Limits Prescribed

<u>Sl. No</u>	<u>Activity</u>	<u>Time Limit</u>
5.1.1	<i>Delivery period</i>	<b>70 days</b> from date of issuance of Purchase Order.
5.1.2	<i>Comprehensive warranty period</i>	<b>Replacement Warranty of 2 years</b> for devices & test strips (per batch/packet) from the date of supply (As mentioned under schedule of requirement ( <b>Section IV</b> ))
5.1.3.	<i>CMC/AMC period</i>	<b>Not Applicable</b>
5.1.4	<i>Preventive maintenance visits to all User Institution concerned during Warranty/CMC or AMC</i>	One visit every six months (2 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.
5.1.5	<i>Frequency of payment of CMC or AMC charges</i>	NA
5.1.6	<i>Submission of Performance Security and entering into contract</i>	10 days from the date of issuance of Letter of Intent.
5.1.7	<i>Time for making payments by Tender Inviting Authority</i>	<i>Within 30 days from the date of submission of proper documents</i>
5.1.8	<i>Maximum time to attend any Repair call</i>	<i>Within 48 hours</i>
5.1.9	<i>Uptime in a year</i>	95%

### 5.2 Pre qualification of Bidders:

5.2.1 **Manufacturer / Importers** are eligible to participate in the bid provided, they fulfill the following conditions:

- (i) In case of manufacturer, they will have to furnish the **manufacturer's form** as per **Format T6**
- (ii) **Import License (In case of Importer only).**

- (iii) In case of Importer, they will have to furnish the **manufacturer's authorization form** from the original equipment manufacturer (OEM) as per **Format T7**
- (iv) Valid ISO certificate (of the Manufacturer)
- (v) Product must be BIS / CE / US FDA / IEC etc. (valid BIS / CE / US FDA / IEC certificate etc.) certified (As per **Section VII** - technical specification).
- (vi) Should have proof of supply **50% of the required quantity (for the device) (as mentioned in schedule of requirement)** (executed directly by manufacturer /Importer or through distributor) of the equipment(s) mentioned in the schedule of requirement to any Govt. organization / Private Hospitals/ Government Corporations/ Corporate Hospitals / PSU Hospitals / UN Agencies in India and purchase order copies in support of that in **last 3 years** (As per **Format T9– Item-wise**)
- (vii) Proof of annual average turnover (Manufacturers/Importer) of **Rs. 5 Crores or more** in the last three (3) financial years certified by the Chartered Accountant as per the format at **Format T8.**
- (viii) Must have three years of experience in manufacturing / Importing of similar items.
- (ix) 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 bid for that item during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished along with the bid.
- (x) **Alternative bids** are not allowed.

5.2.2 **Authorized Distributors** are eligible to participate in the bid provided:

- (i) They submit **manufacturer's authorization form** from the original equipment manufacturer (OEM) as per **Format T7**.
- (ii) They should have Proof of Average annual turnover of **Rs. 2 Crores or more** in last three (3) financial years as per **Format T8**. In addition to this, the distributor shall also submit the average annual turnover of the **manufacturer/importer** of the item(s) as mentioned in 5.2.1 (vii) above.
- (iii) Proof of supply of **50% of the required quantity (for the device) (as mentioned in schedule of requirement)** (executed directly by manufacturer or through distributor) of the equipment(s)/similar equipments mentioned in the schedule of requirement to any Govt. organization / Private Hospitals/ Government Corporations/ Corporate Hospitals / PSU Hospitals / UN Agencies in India and purchase order copies in support of that in **last 3 years (Format T9 -Item wise)**.
- (iv) Must have three years of experience in trading of similar items.
- (v) The authorized distributor will submit the following documents in support of the manufacturer along with the bid:
  - a) Valid ISO certificate
  - b) Valid ISI / BIS / CE / US FDA / IEC certificates of the manufacturer (As per **Section VII** - technical specification).
- (vi) **Alternative bids** are not allowed.
- vii) The Manufacturer or the bidder if 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



bid during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished along with the bid.

Note: Valid certificate mean the certificates should be valid on the date of opening of technical bid.

- 5.2.3 The turnover shall be the turnover of the manufacturer / Importer / authorized distributor as mentioned in the bid and the turnover of a group of companies / firms (in which the manufacturer / Importer / authorized distributor as mentioned in the bid is one of the entity) shall not be considered.
- 5.2.4 The bidders have to submit the EMD (s) & the Bid document cost as mentioned in **Section-III**.
- 5.2.5 Presence of authorized service centre in Odisha / Eastern India (Proof to be submitted in Format T4)
- 5.2.6 The bidder must be registered under GST.

## SECTION VI

# GENERAL CONDITIONS OF CONTRACT

### 6.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

Section I : Instruction to Bidders

Section II : General Definition & Scope of Contract

Section III : Bid Schedule

Section IV : Schedule of Requirement

Section V : Special Conditions of Contract

Section VI : General Conditions of Contract

Section VII : Technical Specifications

Section VIII : Formats for bidder for Submission of Bid (Technical Bid)

Section IX : Annexures [Formats for the successful bidder (Supplier) after finalization of bid]

### 6.2 Bid Document:

6.2.1 The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipments bided are contained in this "Bid Document".

6.2.2 The bid document shall be made available in the website [www.osmcl.nic.in](http://www.osmcl.nic.in) and <https://tendersodisha.gov.in> for downloading. Bidder shall submit Bid Document cost (mentioned in Section III) as described in clause 6.5 and non submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

6.2.3 The documents shall be submitted online through the e-Tender portal <https://tendersodisha.gov.in> Bidders have to enroll themselves in the e-procurement portal and digital signature certificate is required.

6.2.4 The **general guidelines** on **e-Tender** process is as mentioned below :

- 6.2.4.1 Bidders should have a **Class II or III Digital Signature Certificate (DSC)** to be procured from the Registration Authorities (RA). Once, the DSC is obtained, bidders have to register in the e-procurement portal **<https://tendersodisha.gov.in>** for participating in this bid. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
- 6.2.4.2 Bidders may contact e-Procurement support desk of OSMCL over telephone at **0674 - 2380660**, or State Procurement cell help desk **1800-3456765, 0674-2530998** for assistance in this regard.
- 6.2.4.3 The e-Tender process comprises the stages viz. downloading the bid document, pre-bid meeting (as applicable to each bid), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids for the technically qualified bidders.
- 6.2.4.4 **Payment of Bid Document Cost & EMD:**
- The **details of payment of document cost & EMD** is mentioned at clause 3.1
- 6.2.4.5 The details of documents (in PDF format) for online submission of technical bid is mentioned at clause 6.17
- 6.2.4.6 The blank price bid format should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details and upload the same back to the website.
- 6.2.4.7 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

### **6.3 Responsibility of Verification of Contents of Bid Document:**

- 6.3.1 The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Bid Document'.

6.3.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

## 6.4 Guidelines for Preparation of Bid

6.4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and **OSMCL**, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The **documents to be submitted** online is mentioned in clause 6.17.

6.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.

6.4.3 Language of Bid:- The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6.4.4 The bid (in English Language only) for the supply of equipments mentioned in **Section IV** shall be submitted along with detailed specifications. A technical leaflet /brochure / literature shall be furnished.

6.4.5 The documentary evidence regarding past performance shall be submitted along with the Bid duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.

6.4.6 Bidder shall submit a declaration letter as per the format given as **Format T5** and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.

- 6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority ([www.osmcl.nic.in](http://www.osmcl.nic.in)). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.
- 6.4.9 Any clarification on the e-Tender procedure shall be obtained from **OSMCL and the contact numbers are 0674 - 2380660** .

## 6.5 Payment for e-Tenders (Bid document Cost & EMD)

- 6.5.1 The **bid document cost and EMD** shall be paid by the bidder in the following manner through the e-Tender system:
1. The **bid document fee & EMD** shall have to be furnished in shape of **Demand Draft (DD) / Bank Guarantee (BG)** from any nationalized/scheduled bank in India in favour of Managing Director, Odisha State Medical Corporation Ltd., payable at **Bhubaneswar**. In case of BG, the EMD is to be furnished in the prescribed format enclosed at Annexure V.
  2. The bidder has to furnish the **scan copy** (in PDF format) of the demand draft (s) alongwith other required document of technical bid through online submission on or before the due date & time of submission of technical bid.
  3. However, the **original instrument** of the bid document cost & EMD(s) in a sealed envelop must reach the Tender Inviting Authority by post / courier on or before the opening of technical bid, failing which the bid shall be rejected. The sealed envelop containing the bid document cost & EMD should be clearly superscribed as: Bid document cost & EMD, Bid Reference No. and the name of the bidder.

## 6.6 Bid Document Cost

6.6.1 The bidder has to submit the bid document cost as mentioned in Section–III and non-submission of Bid Document Cost as mentioned in **Section III** shall be one of the primary reasons for rejection of the offer in the first round.

6.6.2 All bidders shall pay bid document cost as per the instructions provided in clause 6.5. Bidders are **liable to pay bid document cost** even if any exemption is allowed in EMD.

## **6.7 Earnest Money Deposit (EMD) :**

6.7.1 The amount of the EMD(s) to be submitted **per item** is mentioned at Section III and Non- submission of EMD as mentioned in **Section III** shall be one of the primary reasons for rejection of the offer in the first round.

6.7.3 **Local MSEs** only **registered in Odisha** with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC, NSIC shall be exempted from submission of EMD, subject to submission of the valid registration certificate from the concerned authority.

6.7.4 None of the bidders other than those specified in clause 6.7.3, are exempted from submission of EMD.

6.7.5 EMD of unsuccessful bidders will be discharged/returned within 30 days of finalization of tender.

6.7.6 The successful bidder's EMD will be discharged upon the bidders signing the contract and furnishing the performance security.

6.7.7 No interest will be paid for the EMD (In case of DD) submitted.

6.7.8 The EMD will be forfeited, if a bidder;

6.7.8.1 Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated.

6.7.8.2 withdraws bid after opening of technical bid;

6.7.8.3 a successful bidder, fails to sign the contract after issuance of Letter of Intent

6.7.8.4 fails to furnish performance security after issuance of Letter of Intent.

## **6.8 Deadline for Submission of Bid**

6.8.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date & time for online submission and the Tender Inviting Authority shall not be held liable for the delay.

6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

## **6.9 Modification and Withdrawal of Bids**

6.9.1 The bidder can modify or withdraw bids submitted online before the last date & time for online submission.

## **6.10 Period of Validity of Bid**

6.10.1 The bid must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.10.2 The successful bidder upon entering into a contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.

6.10.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful bidder.

## **6.11 Rejection of Bids:**

6.11.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in Clause 5.2 of Section V

6.11.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including technical specification, furnishing of relevant

document & information in the required format of the tender and demonstration (wherever required) to the satisfaction of Tender Inviting Authority. The affidavit (Format T5), Manufacturer's Form / Manufacturer's Authorization Form (Format T6 / T7 as per the case) must be uploaded with the relevant signature (s) and seals as asked in the format.

## **6.12 Notices**

6.12.1 The Tender Inviting Authority shall publish the following information on its website or e-Tender portal at the appropriate time as part of ensuring transparency in the bid process;

6.12.1.1 The bid notices, documents, corrigendum, addendum etc if any.

6.12.1.2 Amendments to the bid conditions, if any, especially after the pre-bid meeting.

6.12.1.3 Results of the responsiveness of the technical bids.

6.12.1.4 List of bidders qualified for demonstration of equipment (wherever required) and reasons for rejection of unqualified bidders.

6.12.1.5 Results of the demonstration of the equipments, reasons for rejection of equipments and list of bidders qualified for price bid opening.

6.12.1.6 Final List of technically qualified bidders.

6.12.1.7 Summary of Online price bid opening

6.12.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract



6.12.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **6.13 Other Terms and Conditions**

6.13.1 All the terms and conditions in respect of warranty/guarantee, CMC/AMC, Training of Staff etc mentioned in **Section V** shall be complied with.

6.13.2 Technical Specifications and Standards:- The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in **Section VII of this document**.

6.13.3 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, Customs Duties etc.

6.13.4 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

## **6.14 Pre-Bid Meeting**

6.14.1 A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.

6.14.2 Date of pre-bid meeting is mentioned in **Section III**.

6.14.3 Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process. Response to pre-bid queries if any by the prospective bidders shall be based on the written letters from

- 6.14.4 It is an opportunity for the prospective bidder to obtain all the details about the bided items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.
- 6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution/funding agency, so as to make amendments in the bid document on the basis of expert advice.
- 6.14.6 Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items bided and the bid conditions.
- 6.14.7 Filled up Bids (**Online Submission**) will be accepted only **after** the date of pre-bid meeting.
- 6.14.8 All representatives attending pre-bid meeting should come with proper authorization letter from the company and same shall be produced before the pre-bid meeting. All the representations should be supported by the Original Equipment Manufacturer's letter.

## **6.15 Amendment of Bid Documents:**

- 6.15.1 At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal & OSMC website.
- 6.15.2 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

## **6.16 Submission of Bid**

- 6.16.1 The bids are to be submitted **on-line** in two parts in the e-Tender portal. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

6.16.2 **PART-I as TECHNICAL BID** shall be submitted **on-line only** in the e-Tender portal with all the required documents as mentioned in **clause 6.17**.

6.16.3 **PART II as PRICE BID** (in the required Format) shall be submitted **online only**. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e-Tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in **any other formats** will be treated as non-responsive. Multiple price bid submission by bidder shall lead to cancellation of bid.

6.16.4 The bidder should **check** the **system generated confirmation statement** on the status of the submission.

#### 6.16.5 **SIGNING OF BID**

The bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the EMD/Bid Security shall stand forfeited & his/her name shall be liable for recommending for blocking of portal registration and blacklisting.

#### 6.16.6 **SECURITY OF BID SUBMISSION:**

6.16.6.1 All bid uploaded by the bidder to the e-procurement portal will be encrypted.

6.16.6.2 The encrypted bid can only be decrypted / opened by the authorised openers on or after the due date and time.

#### 6.16.7 **RESUBMISSION AND WITHDRAWAL OF BIDS:**

6.16.7.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

6.16.7.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.

6.16.7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6.16.7.4 The Bidder can withdraw it's bid before the closure date and time of

receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Bid) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

6.16.7.5 The bidder should avoid submission of bid at the last moment to avoid the system failure & the like.

6.16.8 The details of the documents to be uploaded online are mentioned in Clause 6.17.

## **6.17 List of Documents in Bid Submission**

The list of documents (**Scanned documents** to be uploaded **online in PDF format**) as a part of Technical Bid (PART I) is as mentioned below:

6.17.1 Bid Document cost [(Scanned copy of the DD in PDF)]

6.17.2 Earnest Money Deposit (s) [Scanned copy of the DD / BG in PDF]

6.17.3 Format – T1 (Check List)

6.17.4 Format – T2 (Details of Items quoted)

6.17.5 Format – T3 (Details of EMD submitted)

6.17.6 Format – T4 (Details of Bidder & Service Center)

6.17.7 Format – T5 (Declaration Form)

6.17.8 Format – T6 (Manufacturer's Form – in case the bidder is the OEM)

6.17.9 Format – T7 (Manufacturer's authorization Form – in case the bidder is the authorized distributor of OEM)

6.17.10 Format – T8 (Annual Turnover Statement by Chartered Accountant)

In case of distributor, they have to furnish the audited statement of the OEM along with their own turnover.

6.17.11 Copies of the annual audited statement / Annual Report for 2014-15, 2015-16 & 2016-17 (Provisional statement of account shall not be considered). In case of distributor, they have to furnish the audited

statement / copies of the pages of the audited statement in Annual Report of the OEM along with their own turnover.

- 6.17.12 Format–T9 (Performance Statement during the last three Years)
- 6.17.13 Copies of purchase orders & end user certificates in support of the information furnished in Format T-9
- 6.17.14 Format – T10 (Statement of deviation – Technical Specification)
- 6.17.15 Format – T11 (Para-wise compliance to Technical Specification)
- 6.17.16 Copy of the **Leaflets / Technical Brochures / Product Data Sheets** of the Model offered in support of the information provided in Format – T11
- 6.17.17 Copy of **Quality Certificates** (valid BIS / CE / US FDA / IEC etc. & ISO) of the product / organization (As per Section **VII** - Technical Specification).
- 6.17.17 Copy of the GST registration certificate
- 6.17.18 Copy of PAN
- 6.17.19 Copy of IT Returns of the financial years 2014-15, 2015-16 & 2016-17

**A Copy of the all the above documents** uploaded in the **technical bid** shall **also to be submitted** alongwith the Original EMD (DD / BG) & Tender document Cost (DD) **on or before the scheduled online technical bid opening**. However, the copy of all documents to be submitted should be **exactly the same as uploaded in e-tender portal**. Copy of the documents to be submitted shall be only for the purpose of clarity / better visibility of the documents uploaded in case of any scanned documents uploaded (like product catalogues etc.) is not clear. In that case, the documents shall be considered for evaluation only **if the scan copy of the same is uploaded**.

**Note: No price information to be furnished in the Technical bid.**

## **6.18 Opening of Technical Bid**

- 6.18.1 The technical bid opening is online. The date of technical bid opening is published in advance. The date of opening of price bid will be decided after demonstration (the items for which is decided by Tender Inviting Authority) for those bidders who qualify in the technical bid evaluation and shall be informed in advance.
- 6.18.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. Bidders or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 6.18.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.
- 6.18.4 In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.
- 6.18.5 The bidder shall be responsible for properly uploading the relevant documents in the format specified in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.
- 6.18.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation etc of the equipment by the bidders.

## **6.19 Evaluation of Bid**

### **6.19.1 Bid Evaluation Committee:**

- 6.19.1.1 The documents submitted as part of the technical bids shall be scrutinized by a bid evaluation committee duly appointed.

- 6.19.1.2 The bid evaluation committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.
- 6.19.1.3 The decisions of the bid evaluation committee on whether the bidders are responsive or non-responsive will be published.
- 6.19.2 Technical Committee:
- 6.19.2.1 The demonstration (wherever required) shall be conducted by a Committee called the 'Technical Committee' in which external experts from the User Institutions/Funding Agencies may also be present.
- 6.19.2.2 The composition of technical committee may vary with the type of the equipment bided.
- 6.19.2.3 The decisions of the technical committee will also be published.

## **6.20 Clarification of Bids**

- 6.20.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the bidder(s) for clarification of points raised by the bid evaluation committee on its bids submitted.
- 6.20.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

## **6.21 Demonstration of Technical Specifications & Performance:**

- 6.21.1 Before opening of the Price Bid, if it is decided by the by the Tender Inviting Authority for certain equipment to have a demonstration of the equipment for assessing the compliance to the technical specification as indicated in **Section VII**, then the bidder shall arrange for demonstration of offered items (of the same make & model as offered in the bid) at **Bhubaneswar** at it's own cost, either directly or through authorized Dealer /Distributors, as the case may be.

- 6.21.2 The intimation of demonstration of technical specification & performance will be intimated to the bidders with a notice of 7 days to 14 days and the bidder should get ready accordingly to participate in the demonstration session with the requested sample of items without fail.
- 6.21.3 Failure to attend or demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids.
- 6.21.4 The Tender Inviting Authority's/User Institution's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during demonstration as mentioned above.

## 6.22 Price Bids Opening

- 6.22.1 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful PDI /demonstration, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.
- 6.22.2 Price Offered shall be in Indian Rupees. Price should be quoted for the supply, installation, training (if necessary) and successful commissioning of the accessories and fulfilment of warranty/guarantee and after sales service to the satisfaction of the User Institution.
- 6.22.3 Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- 6.22.4 There shall also be no hidden costs.
- 6.22.5 Bidder shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:
- 6.22.5.1 Basic Price: Basic unit price should include the cost of **all accessories** which includes customs duty, packing, insurance,



forwarding /transportation (door delivery) with **warranty period mention against each EIF, calibration charges if any & excludes GST.**

- 6.22.5.2 Applicable GST (in percentage) shall be quoted in the specified column in numeric values (If the field is left blank, value will be taken as zero) in the BOQ format.
- 6.22.5.3 The bidders shall offer the price which shall be inclusive of all the accessories to be supplied with the equipment as mentioned in the technical specification under **Section IV.**
- 6.22.5.4 Bidders in no way can alter/modify the price bid/ BOQ format, if so he is liable for disqualification.
- 6.22.5.5 CMC (Comprehensive Maintenance Contract) Rates as per price schedule
- 6.22.5.6 Bidder shall also quote CMC / AMC rates (exclusive of GST) for a period mentioned in clause **5.1** after comprehensive warranty period. The Rates of CMC for the prescribed period as per clause **5.1** shall be shown separately in the respective columns of price bid format.
- 6.22.5.7 The total CMC rates, offered shall be taken into account while tabulating and comparing prices for deciding the lowest qualified bidder.
- 6.22.5.8 In case if the respective columns of CMC is left blank in the prescribed price bid format it shall be considered as zero.
- 6.22.5.9 Price for consumables to be quoted in the separate price schedule format for only those equipments if mentioned in the technical specification **& as 'Yes' in clause 4.1**

## **6.23 Price Bid Evaluation**

- 6.23.1 The quoted rate should include customs duty, transportation, insurance, packing & forwarding or any other incidental charges for door delivery at the warehouses **& excluding GST.**

6.23.2 Price Evaluation shall be done taking into consideration the sum total of individual cost of 01 device, 50 Nos. of test strips, 55 Nos. of lancets and L1 bidder shall be considered accordingly. The POs shall be placed separately in phased manner for machines and strips as per requirement.

6.23.3 The basic price, Installation cost (if any), CMC (wherever applicable) & Cost of reagents (wherever applicable) shall be taken into account for evaluation. The auto generated comparison list generated through the e-tender portal after price bid opening is not the **final evaluation list**. Manual evaluation shall be carried out by the tender inviting authority based on the quoted price in the e-tender portal, correction of arithmetic error if any and the evaluation criteria mentioned above to arrive at the lowest evaluated responsive bid.

## **6.24 Award of Contract**

6.24.1 Criteria:-The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories if any, i.e. after price bid opening.

6.24.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease the order quantity upto 15% based on actual requirement of goods and services mentioned under cl. 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

## **6.25 Notification of Award/Letter of Intent (LOI)**

6.25.1 Before expiry of the bid validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its bid for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

6.25.2 The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD may be forfeited and the award may be cancelled.

6.25.3 The Notification of Award shall constitute the initiation of the Contract.

## **6.26 Signing of Contract**

6.26.1 The successful bidder shall execute an agreement in the format as given under **Annexure I** for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.

6.26.2 The successful bidder shall submit bank guarantee in the format as per **Annexure V**, a performance security prescribed under cl.6.27.

6.26.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement **Annexure I**) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

6.26.4 The successful bidder shall later extend the Contract converting it as Comprehensive Maintenance Contract/Annual Maintenance Contract with the Tender Inviting Authority/respective user institutions, 3 (three) months prior to the completion of Warranty Period, if the Tender Inviting Authority/User Institution desires so. The CMC will commence from the date of expiry of the Warranty Period.

6.26.5 Assignment:-The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

6.26.6 Sub Contracts:- The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

6.26.7 Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

6.26.7.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,

6.26.7.2 Mode of Demonstration/PDI

6.26.7.3 Incidental services to be provided by the successful bidder

6.26.7.4 Mode of Installation

6.26.7.5 Place of delivery

6.26.7.6 Converting the installation of the accessories in all or any of the locations as turnkey project and

6.26.7.7 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

6.26.8 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment may be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.

6.26.9 If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority/User Institutions, the successful bidder shall convey its views to the Tender Inviting Authority/user institutions within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority's/User Institution's amendment / modification of terms of the contract.

## **6.27 Performance Security**

6.27.1 There will be a performance security deposit amounting to the total value as mentioned in **Section III** excluding taxes, which shall be submitted by the successful bidder to the Tender Inviting Authority within 10 days from the date of issuance of Contract / Purchase order. The successful local SSI unit shall have to pay 10% of the prescribed performance security.

- 6.27.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
- 6.27.3 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.
- 6.27.4 Failure of the successful bidder in providing performance security mentioned in **Section III** and/or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.
- 6.27.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- 6.27.5.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution.
  - 6.27.5.2 In the event of any failure /default of the successful bidder with or without any quantifiable loss to the government including furnishing of User Institution wise Bank Guarantee for CMC security as per Performa, the amount of the performance security is liable to be forfeited.
  - 6.27.5.3 In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
  - 6.27.5.4 Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.
  - 6.27.5.5 The Bank Guarantee submitted in place of DD shall be in the prescribed format (Annexure V); Bank Guarantee in no other form will be accepted and will lead to rejection of bids.

## **6.28 Delivery and Installation**

- 6.28.1 The successful bidder shall visit the scheduled institution and recommend pre installation requirements at each institution. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the **delivery** within the stipulate period, Tender Inviting Authority shall deduct **Liquidated Damage (LD) charges** as per the bid conditions specified in **clause 6.42.5**
- 6.28.2 The successful bidder will have arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Bid Document.
- 6.28.3 If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder shall inform the Tender Inviting Authority/User Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the Tender Inviting Authority/User Institution shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.
- 6.28.4 The successful bidder is required to deliver the equipments at the site within time specified under cl 5.1. from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the institution head or his/her representative and obtain an individual 'Installation Certificate' (as per format in **Annexure II**) for each equipment and warranty card (as per format in **Annexure III**) duly signed and with proper stamp of the institution concerned. A proper detail of stock taking has to be obtained in the invoices from the respective User Institutions with signature and seal.

- 6.28.5 A copy of the invoice shall be submitted to every User Institution for stock entry at the respective location.
- 6.28.6 The installation report and two month performance reports shall be submitted separately, in a single sheet printed back to back and shall be submitted individually for each equipment installed.
- 6.28.7 The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful bidder to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.
- 6.28.8 Installation & Commissioning: The electrical power supply point will be provided by the purchaser at the room where the equipment will be installed but the wiring and electrical fittings inside the room and accessories if any required for installation & commissioning of the equipment from the power supply point to the point of actual installation or any other civil work required for installation of the equipment will be provided by the supplier without any extra cost (apart from the cost mentioned under installation cost in the Price schedule which should include the cost of all such requirement).

## **6.29 Payment**

- 6.29.1 No advance payments towards cost of medical equipments will be made to the bidder.
- 6.29.2 90% of the cost of the equipment (excluding CMC Cost) + 100% installation cost (if any) + 100% tax shall be paid to the supplier on receipt of the stock entry certificate and demonstration /training of the item from the consignee.
- 6.29.3 The balance 10% of the payment of equipment will be made after receipt of certificate on working status of the equipment from the consignee after 8 weeks of delivery of the equipment at respective consignee locations.
- 6.29.5 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.

6.29.6 Payment for CMC/AMC Charges: The payment of CMC will be made once in six months basis after satisfactory completion of said period by the Tender Inviting Authority.

6.29.7 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

### **6.30 After Sales Service Conditions:**

6.30.1 OSMCL attaches paramount importance to the after sales service of the equipments installed to ensure smooth operation afterwards. The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period mentioned in the Specific Conditions of Contract, for which the rates of Comprehensive Annual Maintenance Contract or Comprehensive Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) shall be finalized at the time of bidding itself. The rate offered for CMC/AMC charges will be considered for evaluation of prices and deciding on the successful bidder.

6.30.2 The after sales terms and conditions will be strictly enforced and those bidders who are willing to support the Tender Inviting Authority in its endeavor to provide trouble free operation/performance of the equipments for the prescribed period need only participate in the bid.

6.30.3 The after sales service includes the free replacement of the non-functional/defunct devices & strips (in packets) during the warranty period and also during the Comprehensive Maintenance Period (CMC)/ Annual Maintenance Contract, if awarded. The detailed terms and conditions for after sales service mentioned hereunder.

6.30.4 Failure to provide satisfactory after sales services including free replacement of the non-functional/defunct devices & strips (in packets) during or after the warranty period and CMC/AMC will lead to blacklisting/debarring of the bidders, but after issuing due notice and provide opportunity for being heard.



6.30.5 The bidder shall have to furnish necessary service registration certificate/ service license/service agreement with Original Equipment Manufacturer for the quoted item with the details of the service persons available along with their contact numbers.

### **6.31 Guarantee/Warranty Terms:**

6.31.1 The successful bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

6.31.2 The successful bidder further have to warrant that the 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 Tender Inviting Authority's specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.

6.31.3 All the equipments including the accessories supplied as per the technical specification in clause 4.2 should carry comprehensive warranty for a period mentioned under cl.5.1. in the first instance. During this period, the successful bidder shall replace the non-functional/defunct devices & strips (in packets) and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site, if required. The cost of spare parts for all replacements has to be borne by the successful bidder during the period of comprehensive warranty.

6.31.4 On expiration of the comprehensive warranty period, the successful bidder shall be willing to provide after sales support for an additional period prescribed under clause 5.1.

6.31.5 The prospective bidder, who are manufacturers, shall submit an undertaking in the **format T6 & T7** from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC/AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the bidders – their existing dealers - couldn't provide service during the warranty / AMC period. The undertaking in Annexure IB, from OEM is

an essential document forming part of the Technical Bid, without which the bids will be rejected summarily in the first round itself.

- 6.31.6 After sales service centre in **Odisha** preferably or at least in **Eastern India** should be available as part of the pre-qualification criteria under cl.5.2.4 and the bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.
- 6.31.7 Site Visits: The successful bidder shall visit each User Institution as part of preventive maintenance as per the frequency mentioned under cl.5.1. during the warranty period. The bidder shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.
- 6.31.8 During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment/head of the health care institution and stamped shall be forwarded by email/fax/post to the OSMCL within 10 days from the due date.
- 6.31.9 Complaints should be attended properly, maximum within the time mentioned in clause 5.1.9. In case, the repair/fault duration is likely to exceed 72 hours, the successful bidder shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.
- 6.31.10 Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority or user institution, the successful bidder shall, within the period specified under cl.5.1.8, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority or to the user institution.
- 6.31.11 If the successful bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned in cl.5.1.8, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful bidder under the contract.
- 6.31.12 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time

exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.

- 6.31.13 A warranty certificate (as per format in **Annexure III**) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.
- 6.31.14 The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of User Institutions and also when major spares are replaced.
- 6.31.15 Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.
- 6.31.16 The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user institution and submit a 'calibration certificate' to the head of the User Institution with a copy to the Tender Inviting Authority afterwards.
- 6.31.17 The offered warranty includes visits to the user institutions at frequencies prescribed under cl.5.1. as part of preventive maintenance, Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.
- 6.31.18 The bidder shall provide up-time warranty of complete equipment as mentioned in clause 5.1.9, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.
- 6.31.27 All software updates, if any required, should be provided free of cost during Warranty period.

## **6.32 Maintenance Contract (CMC & AMC)**

- 6.32.1 The decision to enter into CMC or AMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority or User Institution, at its discretion, prior to the expiration of warranty period.
- 6.32.2 The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.
- 6.32.3 During Annual Maintenance Contract, the cost of spares will be borne by the Tender Inviting Authority or the user institutions, as the case may be. During the period of AMC, other terms and conditions will remain the same as in the case of Comprehensive Warranty/CMC, except in respect of the cost of spares. In short, the AMC is a CMC with provisions for payment of cost of spare parts during the currency of the contract by the Tender Inviting Authority or User Institution as the case may be.
- 6.32.4 The cost of CMC, AMC, accessories and spares, reagents and consumables as in case may be quoted along with taxes applicable, if any and no claim for taxes will be entertained later.
- 6.32.5 Failure/refusal on the part of the successful bidder supplying/installing the equipments to enter into CMC/AMC with the Tender Inviting Authority/User Institution, at the end of the Comprehensive Warranty Period, if the Tender Inviting Authority or the User Institution, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the bidder.
- 6.32.6 The successful bidder shall also indicate the rates for the CMC and AMC in price bid form and such rates are binding on the successful bids after the expiration of the warranty period. The yearly rates for CMC/AMC shall remain the one and the same as quoted in the price bid form for the extended years.
- 6.32.7 Cost of CMC (excluding service taxes, if any) will be considered for Ranking/Evaluation purpose.
- 6.32.8 The payment of the agreed CMC/AMC charges will be made as per frequency for payment after satisfactory completion of said period, on

receipt of service report/ break down report from the head of all user institutions.

### **6.33 Spare Parts/Reagents**

- 6.33.1 The bidders shall offer prices for all the spares/reagents mentioned in the technical specifications separately in the price bid form.
- 6.33.2 Successful bidder shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority/User Institution promptly on receipt of order from the Tender Inviting Authority/User Institution.
- 6.33.3 The successful bidder shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.
- 6.33.4 The Tender Inviting Authority or User Institution may place orders for additional spares/consumables/reagents which are needed for the smooth performance/operation of the equipment and the successful bidder shall be willing to supply the same in time at the cost offered in the price bid forms, failing which, such instances will be construed as a breach of bid conditions and lead to penal provisions.
- 6.33.5 The cost of the reagents (wherever applicable) shall be taken into account for evaluation.

### **6.34 Training**

- 6.34.1 The successful bidders have to impart on-site training to Doctors/ Technicians/para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution to the satisfaction of the Tender Inviting Authority and User Institution.
- 6.34.2 The training details shall be recorded in the installation certificate for enabling the Tender Inviting Authority to make the first 90% payment.

### **6.35 Imported Equipment**

- 6.35.1 The Tender Inviting Authority shall no way involve in the import of the equipments from foreign countries, if such equipments are

manufactured outside the country. It shall be the sole responsibility of the bidder to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.

- 6.35.2 The bidders shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported equipment at the time of pre-bid meeting and the bid document shall be modified by amendment to that extent.
- 6.35.3 The Tender Inviting Authority or the user institution will not interfere in any manner with the import process and the successful bidder shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.
- 6.35.4 The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.
- 6.35.5 The payment will be made in Indian Rupees to the successful bidder and under no circumstance; the request for opening of letter of credit or payment in foreign currency will be entertained.
- 6.35.6 The successful bidder shall indemnify the Tender Inviting Authority from all liabilities/damages, if any, that may arise out of the conduct of the bidder in violation of foreign exchange regulations.
- 6.35.7 However, the bidders shall disclose the country of origin and shall obtain an undertaking from such OEM to provide spares or service support for the period of contract. Failure on the part of the OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the contractual obligations by the successful bidder terming the relation as that of a principal and agent under laws of the country. Such violations may eventually lead to forfeiture of performance security and also lead towards blacklisting/debarring the successful bidder.

## **6.36 Intellectual Property Rights (IPR)**

- 6.36.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all

claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

6.36.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

6.36.3 The Successful bidder/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CMC/AMC.

### **6.37 Corrupt or Fraudulent Practices**

6.37.1 It is required by all concerned namely the User Institution/ Bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

6.37.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

6.37.3 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

6.37.4 Tender Inviting Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time,

to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

6.37.5 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

### **6.38 Force Majeure**

6.38.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

6.38.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.38.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.



6.38.4 In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### **6.39 Resolution of Disputes**

6.39.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.39.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Authority/User Institution or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

6.39.3 In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of **Secretary to Health, Govt. of Odisha** whose decision shall be final.

6.39.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhubaneswar, Odisha.

### **6.40 Applicable Law & Jurisdiction of Courts**

6.40.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.40.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar / High court of Odisha.

### **6.41 General/ Miscellaneous Clauses**

6.41.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful bidder/its Indian

Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

- 6.41.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 6.41.3 The Successful bidder shall notify the Tender Inviting Authority/User Institution of any material change would impact on performance of its obligations under this Contract.
- 6.41.4 Each member/constituent of the Successful bidder(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/User Institution / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.
- 6.41.5 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / User Institution / Government of Odisha against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.
- 6.41.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

## **6.42 Penalties for Non-performance**

- 6.42.1 The penalties to be imposed, at any stage ,under this bid are;
- 6.42.1.1 imposition of liquidated damages,
  - 6.42.1.2 forfeiture of EMD/performance security
  - 6.42.1.3 termination of the contract
  - 6.42.1.4 blacklisting/debarring of the bidder
- 6.42.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to

forfeiture of EMD or performance security as well as result in black listing/debarring of the bidder.

6.42.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/ debarring .

6.42.4 Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions:

6.42.5 **Liquidated Damages:-** If the successful bidder fails to **deliver** any or all of the goods within the time frame(s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the contract price / purchase order price as liquidated damages, a sum equivalent to **1% of the value of the item** to be supplied **per week of delay** or **part thereof** on delayed supply of item (s) until actual delivery or performance subject to a **maximum** of **4%**. Managing Director, OSMCL reserves the right to allow an additional penal period of 4 (four) weeks beyond the normal penal period (4 weeks) on the written request of the supplier with the condition that liquidated damage @ **1.5%** will be charged for each week or part thereof during the extended penal period.

Penal period shall start after the stipulated delivery period (as the case may be). No goods shall be received from the supplier after expiry of the penal period of 4 weeks and the purchase order shall stand cancelled unless the supplier is allowed an additional penal period for delivery (maximum of another 4 weeks) by the managing director of OSMCL.

Once the delivery period / extended delivery period with LD is exceeded, Tender Inviting Authority/User Institution may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful bidders.

- 6.42.6 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of equipments from such bidders.
- 6.42.7 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all bidders participating in this bid. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

### **6.43 Termination of Contract**

- 6.43.1 Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.
- 6.43.2 In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.
- 6.43.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.43.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and

/or will accrue thereafter to the Tender Inviting Authority/User Institution.

6.43.5 Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

# SECTION VII

## TECHNICAL SPECIFICATIONS

<u>Haemoglobinometer</u>		
<b>GENERAL</b>		
<b>1</b>	<b>USE</b>	
<b>1.1</b>	<b>Clinical purpose</b>	Screening and Monitoring of Anaemia
<b>1.2</b>	<b>Used by clinical department/ward</b>	Can be used by trained health workers volunteers, paramedical person, clinicians.
<b>TECHNICAL</b>		
<b>2</b>	<b>TECHNICAL CHARACTERISTICS</b>	
<b>2.1</b>	<b>Technical characteristics (specific to this type of device)</b>	<ul style="list-style-type: none"> <li>➤ It should be a point of care instrument to measure haemoglobin and should be of strip based only.</li> <li>➤ The measurement principle to be clearly specified in data sheet or technical manual.</li> <li>➤ The unit should have LCD screen for instant display of test result.</li> <li>➤ It should be Factory calibrated. Needs no further calibration</li> <li>➤ Self-checking facility should be there between every measurement</li> <li>➤ Shelf life of the test strip should be minimum 90 days from the opening of the packet / box and at least one year from the date of manufacturing.</li> <li>➤ Measurement Range: <b>4gm./dL to 20gm./dL</b></li> <li>➤ Accuracy should be <math>\geq 96\%</math></li> <li>➤ CV <math>&lt; 5\%</math></li> <li>➤ Sample volume; approximately 10 to 15 <math>\mu\text{L}</math> whole blood; capillary or venous blood</li> <li>➤ Minimum stored result memory: 250 results</li> <li>➤ USB interface facility should be there for transfer of stored results.</li> </ul>
<b>2.2</b>	<b>Users interface</b>	Soft keys for user operation.
<b>2.3</b>	<b>Software and/or standard of communication (where ever required)</b>	<i>It should communicate through mini-USB connector with a Computer/ laptop.</i>
<b>3</b>	<b>PHYSICAL CHARACTERISTICS</b>	
<b>3.1</b>	<b>Dimensions (metric)</b>	NA
<b>3.2</b>	<b>Weight (lbs, kg)</b>	NA
<b>3.3</b>	<b>Configuration</b>	NA
<b>3.4</b>	<b>Noise (in dBA)</b>	NA

3.5	<b>Heat dissipation</b>	Minimum
3.6	<b>Mobility, portability</b>	Yes
4	<b>ENERGY SOURCE (electricity, UPS, solar, gas, water, CO2 ....)</b>	
4.1	<b>Power Requirements</b>	Battery operated; The battery should support at least 500 tests.
4.2	<b>Battery operated</b>	YES
4.3	<b>Tolerance (to variations, shutdowns)</b>	NA
4.4	<b>Protection</b>	NA
4.5	<b>Power consumption</b>	Low powered
5	<b>ACCESSORIES, SPARE PARTS, CONSUMABLES</b>	
5	Accessories (mandatory, standard, Spare parts (main ones); Consumables / reagents (open, closed system)	Each device should supplied with: 1. Cover (Wash Proof) 2. USB Cable for data transfer 3. Other items required for functioning of the machine. <b><u>The cost of Device, Strips (50 Nos.) &amp; Auto disable lancets (55 Nos.) should be quoted separately in price BOQ excel format.</u></b>
6	<b>ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATIONS</b>	
6.1	<b>Atmosphere / Ambiance (air conditioning, humidity, dust...)</b>	Operating condition: Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity ≥85% .
6.2	<b>Users care, Cleaning, Disinfection &amp; Sterility issues</b>	To be mentioned by the supplier
7	<b>STANDARDS AND SAFETY</b>	
7.1	<b>Certificates (pre-market, Sanitary); Performance and safety standards (specific to the device type), Local and /or International</b>	<ul style="list-style-type: none"> <li>➤ European CE or USFDA Certified.</li> <li>➤ The product should be NABL Certified or Factory calibrated as per ICSH (International Council for Standardization in Haematology). Supporting certificate shall have to be furnished in technical bid.</li> <li>➤ The manufacturer should be ISO 13485 certified.</li> </ul>
8	<b>TRAINING AND INSTALLATION</b>	
8.1	<b>Training of staff (medical, paramedical, technicians)</b>	The supplier has to conduct training at the delivery location to the competent user and same shall be recorded and signed by the competent authority. A complete user operational guide shall have to be supplied along with the machine printed in Odia, Hindi and English language.

**SECTION –VIII**

**FORMATS FOR SUBMISSION OF  
BID**

**(Technical Bid)**



## **FORMAT – T 1**

### **CHECK LIST**

(To be submitted in **Part I -Technical Bid**)

The documents has to be arranged as per the order mentioned in checklist for ease of scrutiny.

The bidder has to **upload the documents** as mentioned in Check list (in **PDF format**) online, on or before the due date & time of submission of technical bid.

Name of the Bidder			
Sl. No	Item	Whether included Yes / No	Page No.
1	Format – T1 (Check List)		
2	Bid Document Cost as DD (Rs.5,600/- for any or all the equipment)		
3	The Earnest Money Deposit(s) as Demand Draft / BG (s) based on no. of equipments tendered		
4	Format – T2 (Details of Items quoted)		
5	Format – T3 (Details of EMD submitted)		
6	Format – T4 (Details of Bidder & Service Center)		
7	Format – T5 (Declaration Form)		
8	Format – T6 (Manufacturer's Form – in case the bidder is the OEM)		
9	Format – T7 (Manufacturer's authorization Form – in case the bidder is the authorized importer / distributor of OEM)		
10	Format – T8 (Annual Turnover Statement by Chartered Accountant)		
11	Copies of the annual audited statement / Annual Report for 2012-13, 2013-14, 2014-15 or 2013-14, 2014-15 & 2015-16 (If audited) (Provisional statement of account shall not be considered)		

12	In case of distributor, the annual turnover statement / Copies of the pages of the annual audited statement of the Annual report of the <b>OEM</b> alongwith their own turnover for 2014-15, 2015-16 & 2016-17 (If audited) (Provisional statement of account shall not be considered) – As per eligibility criteria clause 5.2.2(iii)		
13	Format-T9 (Performance Statement during the last three Years)		
14	Copies of purchase orders & end user certificates in support of the information furnished in Format T-9		
15	Format – T10 (Statement of deviation – Technical Specification)		
16	Format – T11 (Para-wise compliance to Technical Specification)		
17	Copy of the <b>Leaflets / Technical Brochures / Product Data Sheets</b> of the Model offered <b>highlighting features</b> in support of the information provided in Format – T11		
18	Copy of <b>Quality Certificates</b> (valid ISI / BIS / CE / US FDA / IEC etc. & ISO) of the product / organization (As per Section <b>VII</b> - Technical Specification).		
19	Copy of Import License (In case the bidder is Importer)		
20	Copy of the GST registration certificate		
21	Copy of PAN (Income Tax)		

**All the documents to be furnished in the checklist has to be page numbered. All the formats (T1-T11) are to be filled up mandatorily.**

**Important Notes:**

- 1) Mentioning of Page Nos. in the relevant column as mentioned above **is mandatory** for ease of scrutiny.
- 2) **No price information (i.e. Scanned copy of the price format etc.)** to be uploaded in Technical Bid.

- 3) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time.
- 4) The bidders can find **two files** [(i) Scan copy of EMD, Tender document cost, GST etc. & (ii) All documents as per check list T1] in technical bid for uploading their files.
- 5) A **Copy of the all the above documents** uploaded in the **technical bid** shall **also to be submitted** alongwith the Original EMD & Tender document Cost **on or before the scheduled online technical bid opening**. However, the copy of all documents to be submitted should be **exactly the same as uploaded in e-tender portal**. Copy of the documents to be submitted shall be only for the purpose of clarity / better visibility of the documents uploaded in case of any scanned documents uploaded (like **product catalogues / product data sheet** etc.) is not clear. In that case, the documents shall be considered for evaluation **if the scan copy of the same is uploaded**.

**Format - T2**

(To be submitted in *Part I -Technical Bid*)

**DETAILS OF THE ITEM(S) QUOTED**

<b>Sl.</b>	<b>Name of Item</b>	<b>Name of Manufacturer</b>	<b>Country of Origin</b>	<b>Make</b>	<b>Name of the Model</b>	<b>*Details of offered product at Page No. (s)</b>
1						
2						
3						
4						
5						
6						

Signature of the Bidder:

Date:

Official Seal:



## **Format - T4**

(To be submitted in **Part – I Technical Bid**)

### **DETAILS OF THE BIDDER & SERVICE CENTER**

<b>GENERAL INFORMATION ABOUT THE BIDDER</b>					
1	Name of the Bidder				
	Registered address of the firm				
	State		District		
	Telephone No.		Fax		
	Email		Website		
<b>Contact Person Details</b>					
2	Name		Designation		
	Telephone No.		Mobile No.		
<b>Communication Address</b>					
3	Address				
	State		District		
	Telephone No.		Fax		
	Email		Website		
<b>Type of the Firm ( Please <input type="checkbox"/> relevant box)</b>					
4	Private Ltd.		Public Ltd.		Proprietorship
	Partnership		Society		Others, specify
	Registration No. & Date of Registration.				
<b>Nature of Bussiness ( Please <input type="checkbox"/> relevant box)</b>					
5	Original Equipment Manufacturer (OEM)			Authorized Disrtibutor	
	Direct Importer				
<b>Key personnel Details (Chairman, CEO, Directors, Managing Partners etc. )</b>					
6	in case of Directors, DIN Nos. are required				
	Name		Designation		
	Name		Designation		
7	<i>Whether any criminal case was registered against the company or any of its promoters in the past?</i>				Yes / No

8	<i>Other relevant Informations</i>
8.a	<u><i>GST Registration</i></u> <i>Pl. mention whether Registered under GST : _____</i>  <i>Furnish the copy of the GST registration certificate</i>
8.b	<i>PAN : Furnish the copy of the PAN</i>
9	<b><i>Details of <u>existing</u> Service Center in Odisha Or Eastern India :</i></b>  <b><i>Name of Contact Person :</i></b>  <b><i>Designation :</i></b>  <b><i>Address of Service Center:</i></b>  <b><i>Telephone No.:</i></b>  <b><i>Email :</i></b>  <b><i>Fax:</i></b>
10	<b><i>Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)</i></b>  a. <b><i>Name of the Bank</i></b> :  b. <b><i>Full address of the</i></b> : <b><i>Branch concerned</i></b>  c. <b><i>Account no. of the</i></b> : <b><i>bidder</i></b>  d. <b><i>Name (as mentioned in the bank account)t</i></b> :  e. <b><i>IFS Code of the</i></b> : <b><i>Bank</i></b>
<i>Date:</i>	<i>Office Seal</i>
	<i>Signature of the bidder / Authorised signatory</i>

**Format – T5**

(To be submitted in **Part-I Technical Bid**)

**DECLARATION FORM**

**(Affidavit before Executive Magistrate / Notary Public)**

I / We .....having My / our office at.....do declare that I / We have carefully read all the terms & conditions of bid of OSMCL, Odisha for the supply of **Equipment (Name of the equipment as per Format T2)**. The approved rate will remain valid for a period of two years from the date of approval. I will abide with **all the terms & conditions** set forth in the **Bid document Reference no. OSMCL/2018-19/EQP- Haemoglobinometer/05** alongwith the subsequent amendment, if any.

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 Non-standard quality equipment/ Non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of 3 years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Bid terms & conditions.

I / We .....do hereby declare that I / we will supply the \_\_\_\_\_ as per the terms, conditions & specifications of the bid document. I / we further declare that I / we have a service centre in Odisha / Eastern India to carry out the maintenance of the equipment offered.

Signature of the bidder :

**Seal**

Date :



Name & Address of the Firm :

**Format – T6**

(To be submitted in ***Part- I Technical Bid***)

**MANUFACTURER'S OFFER FORM**

*(to be submitted by manufacturer in a letterhead in case the bidder is the manufacturer)*

No.

Dated:

To

**The Managing Director**

Odisha State Medical Corporation Ltd., Bhubaneswar

Dear Sir / Madam,

Bid Reference No : \_\_\_\_\_

Equipment Name : \_\_\_\_\_

1. We ..... (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at .....(full address with telephone number/fax number & email ID and website), and having factories at \_\_\_\_\_ .
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above bid and also supply spares / reagents / consumables for a period of 6 years.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments bided within the stipulated time.

(Name)  
for and on behalf of M/s. \_\_\_\_\_  
(Name of manufacturers)

Date:  
Place:

**Seal**

Note: *This letter of authority should be on the **letterhead** of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

**Format – T7**

(To be submitted in **Part – I Technical Bid**)

**MANUFACTURER’S AUTHORISATION FORM**

*(to be submitted by authorized distributor/importers in a **letterhead** in case the bidder is the authorized distributor/importer of OEM)*

No.

Dated:

To

**The Managing Director**

Odisha State Medical Corporation Ltd, Odisha

Dear Sir / Madam,

Bid Reference No :  
Equipment Name :

1. We ..... (name of the OEM) are the original manufacturers of the above equipment having registered office at ..... (full address with telephone number/fax number & email ID and website), having factories at \_\_\_\_\_ and \_\_\_\_\_, do hereby authorize M/s. \_\_\_\_\_ (Name and address of bidder) as \_\_\_\_\_ (Importer / Distributor) to submit bids, and subsequently negotiate and sign the contract with you against the above bid no..
2. **No company or firm or individual** other than M/s. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.
3. We also hereby undertake to provide full guarantee/warrantee /CMC/AMC as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents / consumables for 6 years.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments bided within the stipulated time.

(Name)  
for and on behalf of M/s. \_\_\_\_\_  
(Name of manufacturers)

Date:  
Place:

Seal

Note: *This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

## **Format – T8**

(To be submitted in **Part – I Technical Bid**)

### **ANNUAL TURN OVER STATEMENT**

The Annual Turnover for the last three financial years of M/S \_\_\_\_\_  
\_\_\_\_\_ who is a manufacturer / importer/  
Distributor of medical equipment are given below and certified that the statement is  
true and correct.

<b><i>Sl.No.</i></b>	<b><i>Financial Year</i></b>	<b><i>Turnover in (Rs) both in words and figures</i></b>
<b><i>1</i></b>	<b><i>2014-2015</i></b>	
<b><i>2</i></b>	<b><i>2015-2016</i></b>	
<b><i>3</i></b>	<b><i>2016-2017</i></b>	
	<b><i>Average</i></b>	

Date:

Place:

Signature of Auditor/  
Chartered Accountant

(Name in Capital)

Seal

Membership No.

**N.B:**

This turnover statement should also be **supported by** copies of audited **annual statement** of the last three years / **Annual Report** and the turnover figure should be **highlighted** there.

## **Format – T9**

(To be submitted in **Part – I Technical Bid**)

### **PERFORMANCE STATEMENT**

(For the period of last **three years**)

**(Pl. Furnish order copies of the clients serially, the names of which are mentioned below)**

Name of Bidder :

Name of Manufacturer :

Name of the Item :

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion	Have the goods been functioning satisfactorily (attach documentary proof)**
1								
2								
..								
..								
			<b>Total Qty</b>					

(attach separate sheets if the space provided is not sufficient)

**Signature and seal of the Bidder**

\* The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating P.O. No. and date.

\*\* The documentary proof will be certificate from the consignee/end user indicating P.O. No. and date.

*OSMCL: Bid Document for the supply of Haemoglobinometer*

**Format – T10**  
(To be submitted in **Part – I Technical Bid**)  
**STATEMENT OF DEVIATION – TECHNICAL SPECIFICATION**

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 if any
1			
2			
..			
..			
..			

(attach separate sheets if the space provided is not sufficient)

In case there is no deviation from technical specification, Pl. Mention **No Deviation.**

Signature of the Bidder

Name :

Date :

Place

Seal



# **PRICE SCHEDULE**

Price bid format is **not enclosed** in this bid document. It has to be downloaded from the **e-procurement portal** <https://tendersodisha.gov.in> (under the respective bid reference No.)

PRICE BID (in the excel Format) has to be submitted **online only**. The **price bid format (excel sheet available in e-Tender portal)** is specific to a bid and is not interchangeable. The price bid format file shall be **downloaded from the e-Tender portal** by the bidder and quote the **prices in the respective fields before uploading it**. The Price bids submitted in any other formats will be treated as **non-responsive**. Multiple price bid submission by bidder shall lead to cancellation of bid.

## **Important Notes:**

1. The **Unit price** (excluding tax & installation cost) of the **quoted items** to be mentioned in the price bid BoQ (**Column 3** of the **excel file**) should include the basic price of the equipment with **all the accessories / upgradable modules / probes etc.** as asked for in the technical specifications.
2. The bidders shall have to quote (**upload**) the **breakup of prices** for **those items specifically** mentioned in the **price BoQ (excel file)** in a **separate file (PDF File)** attached in the e-tender portal against this tender reference indicating the basic price with all accessories, Separate Module Cost as per parameters in the technical specification, Probes etc. (excluding installation cost & taxes). In that case the total of the break up prices (excluding taxes) mentioned in the PDF file should be the same as the Unit price mentioned in the main BoQ file (Excel file)
3. The bidders shall have to quote the **price of CMC** The bidders shall have to quote the **price of CMC** (only for items where mentioned as “**Yes**” in the schedule of requirement) in the price BoQ (attached as excel file) in the e-tender portal.
4. The bidders have to quote the **price of Consumables** (Reagents / Cartridges) in the price schedule against those equipment where it is



mentioned as “**Yes**” in the Section V - Schedule of Requirement. The price of the consumable shall have to be quoted in a **separate price schedule format** (attached as a **PDF file**) in the e-tender portal, which shall be taken into account for evaluation.

5. In addition, the bidders have to quote the prices of the **cost of spare parts of all the quoted items** in the **separate price schedule format** (attached as a **PDF file**) in the e-tender portal. However, this shall not be taken into account for evaluation.

## **SECTION –IX**

### **ANNEXURES**

**(Required to be executed by the successful bidder)**

## AGREEMENT

THIS AGREEMENT made the..... day of ....., 20..... between..... (Name and Address of **Purchaser**) represented by the Managing Director..... (hereinafter “the **Purchaser**”) of one part and .....(Name and Address of Supplier) ..... (hereinafter “the Supplier”) represented by ..... (Name of the Authorized Signatory and Designation), Aged ..... years, residing at ..... (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** has invited bids for the supply of .....(brief description of goods and services vide bid no..... dated .....). The supplier has submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the bid document. The **Purchaser** has finalized the bid in favour of the Supplier for the for the supply of the said goods and services for a total cost of Rs. .... (Contract Price in Words and Figures) (hereinafter “the Contract Price”) and issued Letter of Intent / Supply Order No. .... Dated .....

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - (a) all the documents submitted by the bidder as part of technical bid and price bid;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications and other quality parameters;
  - (d) the clarifications and amendments issued / received as part of the bid document
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the **Purchaser's** Letter of Intent
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

### BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

---

*OSMCL: Bid Document for the supply of Haemoglobinometer*

**1) Basic Price**

<b>S.No.</b>	<b>Brief Description of goods</b>	<b>Quantity to be supplied</b>	<b>Unit Price</b>	<b>Total Amount (3 x 4)</b>	<b>GST &amp; other Taxes Payable</b>
1	2	3	4	5	6

**2) CMC :**

**3) Reagent Cost (If any) :**

**Delivery Schedule:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the **Purchaser**)

in the presence of .....

Signed, Sealed and Delivered by the

said .....(For the Supplier) (Signature, Name, Designation and Address with Office seal)

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

**CONSIGNEE RECEIPT CERTIFICATE (CRC)**

(The consignee may attach the courier receipt / deliver challan along with this format. Installation should be conducted within 7 days of receipt of material. A copy of this CRC must be intimated to the supplier as well as to OSMC)

**1. PLACE OF MATERIAL RECEIVING & INSTALLATION**

<b>NAME OF HOSPITAL</b>	<b>NAME OF DEPARTMENT OF ACTUAL INSTALLATION</b>

**2. DETAILS OF PURCHASE ORDER & INVOICE**

<b>Purchase Order No. / Letter No. with date.:</b>	<b>Supplier's Invoice No. with date</b>

**3. DETAILS OF EQUIPMENT**

<b>Equipment Name:</b>	<b>Quantity:</b>	<b>Make / Manufacturer:</b>	<b>Model:</b>
<b>Serial Nos.</b>			

**4. DETAILS OF ACCESSORIES:**

SL No.	Accessory Name:	Quantity:	Serial Nos.	Not supplied / Remarks
1				
2				
3				
4				

(If space is deficient, another sheet with above mentioned format may be attached with seal & signature of authorized person)

**5. TO BE FILLED BY AUTHORIZED PERSONNEL OF CENTRAL STORE**

(i) The Said item of quantity as mentioned in the consignee place List (Annexure-I) of the purchase Order have been received subject to verification on dated \_\_\_\_\_

(ii) On initial physical verification on dt \_\_\_\_\_, OUT OF \_\_\_\_\_ quantity \_\_\_\_\_ were found to be in good condition. Remaining \_\_\_\_\_ items were received later in good condition on dt. \_\_\_\_\_

(iii) All standard accessories have been supplied for each of the said item as per the technical specification of tender bid reference No. mentioned in the purchase order. If not, please mention the short supply in space below

--

**PLEASE TICK MARK AS APPROPRIATE**

<input type="checkbox"/>	The machine is with the central store and will be supplied to the concerned department/s later on. Installation, Training & demonstration is not required for the item. Minor installation if any will be carried out at hospital's end.
<input type="checkbox"/>	The machine is handed over to the concerned department on Dt. _____

Signature of Pharmacist with seal

Signature of Store Medical Officer with seal

**6. TO BE FILLED BY HEAD OF THE DEPARTMENT**

(i) The room where installation is to be done is ready as per the requirents/ checklist mentioned by the supplier. If not, please mention by this date \_\_\_\_\_ it is expected to be completed.

(ii) \_\_\_\_\_ Nos. of the EIF have been received by the department on dt. \_\_\_\_\_

(iii) On physical verification, the item supplied was found to be complying with the technical specifiacion as per the tender document along with ammendment (if any) & was found to have no manufacturing defects as such.

**PLEASE TICK MARK AS APPROPRIATE**

<input type="checkbox"/>	Installation, Training & demonstration is not required for the item and it is working satisfactorily.
<input type="checkbox"/>	Installation certificate is attached alongwith this CRC.
<input type="checkbox"/>	The supplier has been intimated for installation in written and expected date of Installation is _____ Installation report will be given separately.

Full Signature of Authorized End user / HOD (WITH CONTACT No.)

**SATISFACTORY INSTALLATION CERTIFICATE (SIC)***(To be mandatorily filled in this specific format with OSMC logo only. A scan copy must be E-mailed to OSMC immediately after installation)***1. PLACE OF INSTALLATION**

<b>NAME OF HOSPITAL</b>	<b>NAME OF DEPARTMENT</b>

**2. DETAILS OF PURCHASE ORDER & INVOICE**

<b>Purchase Order No. / Letter No. with date.:</b>	<b>Supplier's Invoice No. with date</b>

**3. DETAILS OF EQUIPMENT**

<b>Equipment Name:</b>	<b>Quantity:</b>	<b>Make / Manufacturer:</b>	<b>Model:</b>
<b>Serial Nos.</b>			

**4. DETAILS OF ACCESSORIES / CONSUMABLES / SPARE PARTS**

SL No.	Description of Item	Quantity:	Serial Nos.	Not supplied / Remarks
1				
2				
3				
4				
5				
6				
7				

*(If space is deficient, another sheet with above mentioned format may be attached with seal & signature of authorized person)***5. DEMONSTRATION & TRAINING DETAILS:***The following operators / end users have been demonstrated & trained to operate the equipment*

SL No.	Name	Designation	Contact Number	Signature
1				
2				
3				
4				

*(If space is deficient, another sheet with above mentioned format may be attached with seal & signature of authorized person)***6. DETAILS OF INSTALLATION / COMMISSIONING / WARRANTY:**

<b>Date of Installation/Commissioning and Comprehensive Warranty Start Date</b>	<b>Comprehensive Warranty End Date</b>	<b>Warranty Period (in yr)</b>	<b>Period of Training (in Days)</b>

**7. CERTIFICATION:**

*Certified that the machine has been installed successfully at the concerned department along with all standard accessories and ancillaries of the site preparation needed including interiors as per requirement and bid documents. Satisfactory demonstration and proper training have been imparted to end users. The machine is working satisfactorily and prescribed OSMCL sticker has been affixed on the item.*

Full Signature of Authorized End user / Head of Dept.

**7. DETAILS OF SUPPLIER & SIGNATURE OF HEAD OF THE INSTITUTION:**

<b>Name of the Supplier:</b>			
<b>Address of Regional Service center :</b>			
<b>Details of Regional Service Manager :</b>	<b>Name:</b> <b>Mob No.:</b> <b>Email Id:</b>		
<b>Details of Service Engineer with company seal:</b>	<b>Signature:</b> <b>Name:</b> <b>Mob No.:</b> <b>Email Id:</b>	<b>Signature &amp; Name of Authorized End user / Head of Dept. with date &amp; Seal:</b>	<b>Signature &amp; Name of Head of the Institution with date &amp; Seal:</b>

## WARRANTY CERTIFICATE

*(to be filled jointly by the Supplier, head of user institution & Representative of the Tender Inviting Authority individually for every equipment)*

Date:

Purchase order No : ..... dated.....

The equipment ..... (*Equipment Name*)  
 Model No..... bearing serial no ..... was  
 installed successfully at ..... (*Institution  
 Name*) is offered with a comprehensive warranty for a period of ..... Years  
 starting from ..... to ..... including all the  
 following accessories;

Sl. No	Name of the accessory	Manufacturer's name	Equipment Serial No.	Qty

Name of the Supplier:  Signature:  Seal:	Name of the Head of the Institution / End User:  Signature:  Seal:
--	--

## TWO MONTH PERFORMANCE CERTIFICATE

*(to be filled by the head of user institution individually for every equipment)*

HOSP CODE / Hospital Name:				
SUP.CODE / Name of the Supplier				
<b>Equipment Details</b>				
EQPT CODE /Name of the equipment:		Purchase Order No:		
Make / Manufacturer		Purchase Order Date:		
Model		Purchase Amount		
Serial no.		Project Name		
Date of Installation		Location / Department		
Whether Equipment working satisfactorily without any problem for two month?			YES <input type="checkbox"/> NO <input type="checkbox"/>	
If No, provide details of equipment failure in the first month <i>(attach additional details if any in a separate sheet)</i>				
<b>BREAK DOWN DETAILS</b>				
Break down Reported Date	Attended date	Rectified date	Attended by	Details of beak down / service



Present status of the equipment	Working satisfactorily <input type="checkbox"/> Not working satisfactorily <input type="checkbox"/>		
Recommended to settle the final 10% of payment	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Performance of accessories supplied			
Further Training	Required <input type="checkbox"/>	Not required <input type="checkbox"/>	
Remarks of hospital authorities			
Two month performance certificate was issued on _____ (date to be filled in by the Head of the institution or by the end user)			
Name of End User & Department		Sign.	
Signature of the head of the institution		Sign. & Seal	
Date: Seal of supplier:	Date: Hospital Seal :		

**Bank Guarantee Format for furnishing EMD**

Whereas..... (herein after called the "tenderer") has submitted their offer dated..... for the supply of ..... (herein after called the "tender") against the purchase's tender enquiry No.....

KNOW ALL MEN by these presents that we..... of ..... having our registered office at ..... are bound unto ..... (herein after called the "purchase") in the sum of ..... for which payment will and truly to be made to the said Common

Common Seal of the said Bank this.....day of.....20.....

THE CONDITION OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the purchase during the period of its validity:-
  - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the purchase up to the above amount upon receipt of its first written demand, without the purchase having to substantiate its demand, provided that in its demand the purchase will note that the amount claimed by it is due to it owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

We the .....Branch.....undertake not to revoke the guarantee during its currency expect with the previous consent of the ODISHA STATE MEDICAL CORPORATION in writing.

We the .....Branch..... further agree that a mere demand by ODISHA STATE MEDICAL CORPORATION LTD., is sufficient for us ..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the Agency and protest by said Agency cannot to valid ground for us ..... Branch to decline payment to ODISHA STATE MEDICAL CORPORATION LTD.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Banks and address of the Branch

**Bank Guarantee Format for Performance Security**

To

The Managing Director,  
Odisha State Medical Corporation Ltd.,  
Convenient Square-III, Bhubaneswar-751007

WHEREAS.....(name and address of the supplier) (here in after called "the supplier") has undertaken, in pursuance of contact no.....dated..... to supply.....(description of goods and services) (here in after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .....day of .....20.....

We the .....Branch.....undertake not to revoke the guarantee during its currency except with the previous consent of the ODISHA STATE MEDICAL CORPORATION in writing.

We the .....Branch..... further agree that a mere demand by ODISHA STATE MEDICAL CORPORATION LTD., is sufficient for us ..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the Agency and protest by said Agency cannot to valid ground for us ..... Branch to decline payment to ODISHA STATE MEDICAL CORPORATION LTD.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Banks and address of the Branch