

***TERMS, CONDITIONS FOR  
SUPPLY AND INSTALLATION OF  
BLOOD STORAGE REFRIGERATOR FOR  
ODISHA BLOOD CENTRE, CHC, KANTABANJI  
2022-23***

**Bid Reference No. – 94 /OBC, CHC, KBJ / 2022-23**

LAST DATE OF AVAILABILITY OF BID DOCUMENTS : **12.12.2022**  
(In Website)

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS : **12.12.2022, 5pm**

DATE & TIME OF OPENING OF COVER-A (Technical Bid) : **13.12.2022, 4pm**

DATE OF OPENING OF COVER-B (Price Bid) : **17.12.2022, 4pm**

PLACE OF OPENING OF BID DOCUMENTS: **O/o Blood Centre Officer, CHC, Kantabanji**

ADDRESS FOR COMMUNICATION : **O/o Blood Centre Officer, CHC, Kantabanji**

RECEIPT OF BID DOCUMENTS : **O/o Blood Centre Officer, CHC, Kantabanji**

Tel : **06657-220464**

Email : **bbokantabanji@gmail.com**

# OFFICE OF THE BLOOD CENTRE OFFICER, CHC KANTABANJI

## SECTION -I

### SALE OF TENDER / BID DOCUMENT

The Bidders may download the Tender Documents directly from the district website [www.balangir.nic.in](http://www.balangir.nic.in). The Tender paper cost fee of **Rs. 1,000/- (Rupees One thousand) (Non-refundable)** by way of separate Demand Draft drawn in favor of **Blood Bank, CHC, Kantabanji** payable at Union Bank, Kantabanji,. The Bidders should super scribe, “**Tender for Blood Storage Refrigerator for Odisha Blood Centre, CHC Kantabanji**” on the top of the outer envelope containing Technical Bid and Price Bid separately. The Tender cost fee in shape of demand drafts in the technical bid. Blood Centre Officer, CHC, Kantabanji shall have no responsibility for any delay / omission on part of the bidder.

a) Price of bid document **Rs. 1,000/-**

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

## SECTION -II

### IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser	Blood Centre Officer, CHC, Kantabanji
2.	Indenter	Blood Centre Officer, CHC, Kantabanji
3.	Consignee	CHC Kantabanji
4.	Delivery Period	Within <b>30 days</b> from issue of the work order.
5.	Mode of Delivery	By Air / Road / Rail/by Hand
6.	Guarantee / Warranty	<b>Guarantee / Comprehensive warranty:</b> including spares, maintenance etc. for a period <i>1(one) years</i> from the date of installation & commissioning.
7.	EMD	<b>Rs. 5, 000/- (Rupees Twenty Thousand) only.</b> The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of <b>Blood Bank, CHC, Kantabanji</b> from any Nationalised Bank payable at Union Bank, Kantabanji.

## SECTION -III

### **TERMS AND CONDITIONS FOR SUPPLY AND INSTALLATION OF BLOOD STORAGE REFRIGERATOR**

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- 1.1 Sealed tenders will be received by **date 12.12.2022 up-to 5 P.M** by the Blood Centre Officer in the office of the Odisha Blood Centre, CHC, Kantabanji for the purchase of Blood Storage Refrigerator. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tender paper will be received through Regd. Post / Speed Post only.**
- 1.2 The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by superscribing **Cover “A” (Technical Bid) & Cover “B” (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be superscribed as **“Tender for Blood Storage Refrigerator for Odisha Blood Centre, CHC, Kantabanji”** & Tender Reference No. **OBC, CHC, KBJ /94/2022-23.**
- 1.3 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened by the Blood Centre Officer, CHC, Kantabanji in the office chamber of the Blood Centre Officer, CHC, Kantabanji **dt. 13.12.2022 at 4P.M.** The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

### **ELIGIBILITY CRITERIA**

- 2.1 Manufacturing units / Importers/ Suppliers are eligible to participate in the tender provided, they have
  - (i) Valid manufacturing license / Import License/Drug License. Importers/ Suppliers have to furnish the authorization from the manufacturer/Authorized dealer.
  - (ii) Valid ISO certificate.

- (iii) Product must be ISI/CE
- (iv) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting.
- (v) The tenderer should submit an undertaking that the firm/supplier has not been blacklisted by any authority during the tender process.(as per Annexure –IV)
- (vi) The tenderer must submit valid GST duly attested by Gazetted Officer/Notary Public.
- (vii) Photo copy of PAN must be submitted by the tenderer duly attested by Gazetted Officer/Notary Public
- (viii) Photo copy of Registration Certificate of the Manufacturer/Authorized Supplier.

**The following documents should be enclosed in Cover “A” (Technical Bid) by the tenderer. All the photocopies are to be attested Gazetted Officer/Notary Public.**

**TECHNICAL BID :**

- 3.1 Checklist with detail of the documents enclosed in **Cover “A”** (as per **Annexure - I**) with page number. The document should be *serially arranged* as per this **Annexure - I** and should be securely tied and bound.
- 3.2 List of Item Quoted with name of the Make & Model of the item **(Annexure – II)**
- 3.3 Tender document fee of Rs. 1,000/- (Non Refundable) in shape of Demand Draft.
- 3.4 Earnest Money Deposit of Rs. 5,000/- (Rupees Five thousand) only and refundable after One year in shape of Demand Draft.
- 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha **(Annexure - III)**.
- 3.6 The declaration form in **Annexure - IV** duly signed by the tenderer before Notary Public / Executive Magistrate.
- 3.7 Manufacturer’s Authorization / Dealership (In case the bidder is not the manufacturer)

- 3.8 Leaflet/Technical Brochures of the product/item offered.
- 3.9 Copy of Valid ISO certificate.
- 3.10 Copy of Valid IEC certificate as per need
- 3.11 Copy of GST clearance certificate.
- 3.13 Performance Statement (**Annexure - VII**) (**Item wise**) during the last three years towards proof of supply of similar items to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement.
- 3.14 Deviation/No Deviation Statement from Technical Specification & details of technical specification of the product (**Annexure-VIII A & B**)

**COVER – B (PRICE BID)**

4. The tender format giving the quoted rate for medical equipments should be sent in a separate sealed cover hereafter called **Cover “B” (Price Bid)**.  
**Cover –B (Price Bid) will be opened only of the tenderers who qualify in Technical Bid (Cover – A) and product is as per tender specification.**
- 4.1 The tenderer may quote price of not more than two qualities of each item
- 4.2 The tender format (Price Schedule) in the prescribed form (as per **Annexure – XII**), hard copy must be submitted in Cover-B. The price of the item should be quoted exclusive of excise duty, insurance, packing, forwarding, freight ,installation, & warranty for 2 years the sales tax / GST and entry tax charges (if any).
- 4.3 The Cover “B” of successful tenderers who qualifies in their technical bid, will be opened at the office chamber of the Blood Centre Officer, CHC, Kantabanji by the Blood Centre Officer, CHC, Kantabanji on the same day/ decided by the purchase committee members in the presence of the tenderers or their authorized representatives.

## **TENDER CONDITIONS:**

- 5.1 The details of the medical equipments with specifications are mentioned in **Section V. The firm must clearly mention their specification, special features, upgraded version (if any) in their tender.**
- 5.2 Tenders should be typewritten or computerized and every correction in the tender should invariably be attested with signature by the tenderer with date before submission, failing which the tender will be ineligible for further consideration.
- 5.3 Rates inclusive of all taxes, insurance, transportation charges (door delivery), and installation & with 1 years onsite warranty.
- 5.4 The purchaser shall be responsible only after delivery and due verification, installation and commissioning of the equipment.
- 5.5 In the event of the date being declared as a holiday by Govt. of Odisha, the due date of sale, submission of bids and opening of bids will be the following working day at the appointed place & time.
- 5.6 To ensure sustained supply without any interruption the tender inviting authority reserves the right to split orders for supplying the requirements among more than one tenderer if the lowest eligible bidder fails to supply in scheduled time the L<sub>2</sub> / L<sub>3</sub> firms for supply the same.
- 5.7 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the date of approval and on no account any increase in the price will be entertained till the completion of this tender period.
- 5.8 If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for five (5) years.
- 5.9. Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 5.10 The requirement of items may increase or decrease depending on the situation.

## **TRAINING & OPERATIONAL MANUAL:**

- 6.1 The firm / supplier will provide hands on training to two doctors and two technicians in his own cost for operating / handling the medical equipments within 15 days of installation of equipment.
- 6.2 The supplier / firm will provide the operational / maintenance manuals and tools (if required) of all items, equipments & turnkey to the consignee at the time of installation.

## **SECURITY DEPOSIT: (Performance Security)**

- 7.1 The performance Security should be submitted in shape of Bank Guarantee/ Bank Draft from a Nationalised Bank in favour of **Blood Bank, CHC, Kantabanji** equal to the amount of 10% of the purchase order value of the item within 21 days of issue of the purchase order, which will be deposited in the **Blood Bank, CHC, Kantabanji** account.
- 7.2 The agreement (**as per Annexure – X**) will be signed between the supplier and the consignee / purchaser and will be kept by the consignee. A copy of the agreement will be kept by the purchasing authority. The agreement must be submitted before the payment is released.
- 7.3 The Security Money will be returned back to the tenderer without interest after the expiry of the warranty period i.e. two years after the date of installation & signing of the CMC agreement.
- 7.4 Security money will be forfeited if there is any violation of the tender terms and conditions.

## **COMPREHENSIVE WARRANTY & CMC:**

(Undertaking as per Annexure – XI & XII)

- 8.1 The comprehensive warranty will remain valid for 1 years from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the consignee and photocopy of that to Blood Centre Officer,CHC Kantabanji after installation.
- 8.2 The warranty will cover **all the parts of the machine or item and any replacement or repair required** within the warranty period and will be provided by the supplier free of cost at the destination point (installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during the warranty period.
- 8.3 The Supplier shall warrant that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The Supplier shall further warrant that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.
- 8.4 **CMC:** The tenderer shall also commit to provide offer for CMC (**Labour + all spare**) for the next three (3) years after one (1) years of warranty. No extra cost will be paid other than the CMC cost for functioning of the item during this period. The supplier will provide **two (2)** preventive maintenance in every **six months** during the period of CMC.
- 8.5 All the warranty certificates must be handed over to the consignee after installation.

## SECTION – V

### TECHNICAL SPECIFICATION

Sl. No.	Name of the Items	Technical Specification
1	Blood Storage Refrigerator	<ol style="list-style-type: none"><li>1. Blood Storage Refrigerator must be 600 litres.</li><li>2. Should have a chamber temperature range of 2°C to 6°C</li><li>3. Should comply IEC safety /EMI/EMC standards, ISO 9001, ISO 13485 certified and CE marked with Class II a.</li><li>4. Should have a total storage capacity of minimum 500 nos. of 350ml blood bags</li><li>5. Should have a corrosion free Interior of SS 304 grade which helps in easy cleaning.</li><li>6. Should have a 18 swg CRCA/HDGI Sheet - powder coated</li><li>7. Should have built in microcontroller based temperature recorder and controller unit (TRCU) positioned at eye level for better visibility and monitoring</li><li>8. Should have triple pane glass door which insulates the refrigerator from atmospheric temperature and better visibility of blood bags with key lock.</li><li>9. Should have perforated sliding Stainless steel tray which allows bags to be placed upright with sufficient airspace to reduce " Sardine effect"</li><li>10. Should have 5 stainless steel slide out trays</li><li>11. Should have internal stabilizer which ensures steady supply voltage for the whole blood storage cabinet and prevents voltage fluctuations</li><li>12. Should have audible and visual high and low temperature alarms as a standard feature</li><li>13. Should have an alarm silence button</li><li>14. Should have a power fail alarm as a standard feature</li><li>15. Should have display of 4x7 Segment LED with 0.5°C display resolution</li><li>16. Must have MCB protection in the input power line.</li><li>17. Should have flicker free CFL lamp for uniform lighting and better visibility of samples inside the cabinet</li></ol>

## SECTION –VI

### ANNEXURES

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

ANNEXURE –I

### CHECK LIST

(To be submitted in **Technical Bid**)

**Note: The documents has to be arranged serially as per the order mentioned in the check list**

*Please put in the respective box*

#### **COVER – A (TECHNICAL BID)**

DOCUMENTS: SUBMITTED OR NOT

1.	List of Item (s) – Annexure II	Page No.		Yes		No	
2.	Tender document Fee Rs.1000/-	Page No.		Yes		No	
3.	Earnest Money Deposit Rs. 5000/-	Page No.		Yes		No	
4.	Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III)	Page No.		Yes		No	
5.	Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No.		Yes		No	
6.	Manufacturer's Authorization	Page No.		Yes		No	
7.	Leaflets/Technical Brochures of the Products offered (Item wise)	Page No.		Yes		No.	
8.	Copy of Valid ISO Certificate	Page No.		Yes		No	
9.	Attested Photocopy of Up-to-date CE/ISI Certificate (Item wise)	Page No.		Yes		No	
10.	Photocopy of PAN	Page No.		Yes		No	
11.	Photocopy of GST clearance certificate	Page		Yes		No	



**ANNEXURE – III**

(To be submitted in Cover A -Technical Bid)

**DETAILS OF THE TENDERER & LOCAL CONTACT PERSON**

	<b>Corporate Office (The address in which the purchase orders and payment details will be communicated)</b>	<b>Local Contact Person / Branch Office / Zonal Office / Service Centre if any, in Odisha.</b>
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	Copy of Certificate of incorporation of Manufacturer)	
Manufacturing License Nos. & Date	Copy of manufacturing licence of Manufacturer)	
Name of the issuing authority		
License valid up to		

**Signature of the Tenderer :  
with seal**

**Date:  
Official Seal:**

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

**DECLARATION FORM**

I / We .....having My /  
our .....office  
at.....do declare that I / We have carefully  
read all the terms & conditions of tender of the \_\_\_\_\_, Odisha for the supply of  
medical equipments. The approved rate will remain valid for a period of one year from the date of  
approval. I will abide with **all the terms & conditions** set forth in the **Tender Reference no.**  
\_\_\_\_\_

I/We do hereby declare I/We have not been de-recognised / black listed by any State Govt. /  
Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions for supply of Not  
of Standard Quality (NSQ) items / non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or  
Security Deposit and blacklist me/us for a period of 5 years if, any information furnished by us  
proved to be false at the time of inspection / verification and not complying with the Tender terms  
& conditions.

I/We further declare that I/We possess valid manufacturing license (s) bearing No. (s)  
.....Valid upto ..... I / We  
..... do hereby declare that I  
/ we will supply the \_\_\_\_\_ as per the terms, conditions & specifications of the tender  
document. I / we further declare that I / we have a service centre / will establish a service centre  
within one month of installation of the equipment in Odisha.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:  
Affidavit before Executive Magistrate / Notary Public.

ANNEXURE – V

(To be submitted in Cover A -Technical Bid)

**MANUFACTURER'S AUTHORISATION FORMAT**

To

The Blood Centre Officer, CHC, Kantabanji  
Deptt. of Health & Family Welfare  
Govt. of Odisha.

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

Dear Sir,

We \_\_\_\_\_ are the manufacturers of \_\_\_\_\_  
\_\_\_\_\_ (name of equipment(s) having factories at \_\_\_\_\_  
\_\_\_\_\_

1. Messrs \_\_\_\_\_(name and address of the agent) is our authorized agent for sale and service of \_\_\_\_\_(name of equipment(s)
2. We confirm that Messrs. \_\_\_\_\_ (name of the above agent) is authorized to submit a tender, and enter into a contract with for the above goods manufactured by us.
3. We also extend our full guarantee / warranty and also full back-up support for AMC/CMC if required by the purchaser.

Yours faithfully,

\_\_\_\_\_

\_\_\_\_\_  
(Signature with date, name and designation)

For and on behalf of Messrs \_\_\_\_\_  
(Name & address of the manufacturers)

Seal

Note :

1. This letter should be on the *letterhead* of the *manufacturer/Supplier* and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter shall be attached to the technical bid.

(To be submitted in *Cover A - Technical Bid*)  
**Annexure VII (Refer Clause no. 3.13)**  
**PROFORMA FOR PERFORMANCE STATEMENT**  
 (For the period of last **two years**)

Tender Reference No. :

Name of Tenderer : ODISHA BLOOD BANK, DHH, SAMBALPUR

Name of Manufacturer : \_\_\_\_\_ Name of the Item (s) : \_\_\_\_\_

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)**
							As per contract	Actual		
1										
2										
..										
..										

**Signature and seal of the Tenderer**

\* The documentary proof will be **copies of the purchase order** (during the last 2 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

\*\* The documentary proof will be certificate from the consignee/end user indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

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

**Annexure VIII A**  
***(Refer Clause No. 3.14)***

**STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS (IF ANY)**

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

<b>Sl. No.</b>	<b>Item Name</b>	<b>Clause of Technical Specification</b>	<b>Statement of Deviations / Variations if any</b>
1			
2			
..			
..			
..			

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

Signature of the Bidder

Name :

Date :

Place :

Seal

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

**Annexure VIII B**  
***(Refer Clause No. 3.14)***

**DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT OFFERED BY THE BIDDER**

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

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

Signature of the Bidder

Name :

Date :

Place :

Seal

ANNEXURE – X

(Refer clause no. 7.1 to 7.4)

AGREEMENT

THIS AGREEMENT IS MADE AT \_\_\_\_\_ THIS THE DAY OF \_\_\_\_\_ 2022

BETWEEN

Name of the Supplier  
with full address

Here in after called the “Supplier(s) \_\_\_\_\_” as 1<sup>st</sup> Party

AND

The SUPERINTENDENT, CHC, KANTABANJI / M.O, I/c  
Health & F.W. Department  
Represented through the

\_\_\_\_\_ / **THE CONSIGNEE**  
Hereinafter called the “PURCHASER” \_\_\_\_\_ as 2<sup>nd</sup> Party.

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

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

**Name of the Item:**

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

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

<u>Description of goods:</u>	<u>Offered Price</u>	<u>Total</u>
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The price / cost of the item also include the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. Training to doctors & technicians.

8. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of two year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
9. Installation and commissioning of the system by the Supplier's engineer at site.
10. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

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

## **TERMS AND CONDITIONS:-**

### **PRICE:**

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

## **TERMS FOR PAYMENT :-**

**A.** The payment(s) shall be made by purchaser in Indian currencies. No advance payments towards cost of Instruments and Equipments etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft amounting to 5% of the purchase order value which will be deposited in **Blood Bank, CHC, Kantabanji** with the warranty for 1 years agreement to the consignee.

95% of the cost of the equipment (excluding CMC Cost)+100% turnkey +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining five percent (5%) will be released after satisfactory working certificate received from the consignee after 1 year of installation subject to submission of performance security (5% of Order Value). For this purpose the supplier will submit two bills, one 95% of the cost of the equipment+100% turnkey +100% tax and the other for the remaining five percent (5%) of the cost of the equipment.

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

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

## **TURNKEY JOB:**

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

**UP-TIME BALANCE :**

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

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

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

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

For 2 years warranty = 8322 x2 = 16644Hours

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

**DOWNTIME PENALTY CLAUSE:**

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

In no case equipment should remain in non-working condition for more than 7 working days.

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

**COMPREHENSIVE MAINTENANCE CONTRACT:**

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

## **INSTALLATION AND DEMONSTRATION:**

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

## **TRAINING:**

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

## **PERT CHART:**

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

## **INCIDENTAL SERVICES:**

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

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

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

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

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

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the equipments / instruments to be supplied by him / them and to provide spare parts for up keeping the Equipments / Instruments for a minimum period of 10 years from the date of installation.

The tenderers shall clearly mention the price of the instruments / equipments inclusive of warranty for a period of 2 (two) years commencing from the date of installation. The tenderers shall submit undertaking for C.M.C (Comprehensive Maintenance Cost) for a period of 3 (three) years from 3<sup>rd</sup> year onwards duly signed by authorised signatories for the execution at appropriate time (Annexure – X & XI).

## **SPARE PARTS:**

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (1 years) during the CMC period.

## **COMPREHENSIVE WARRANTY :**

This warranty shall remain valid for ONE (1) years from the date of installation & commissioning of the machine / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

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

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

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

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

If the Supplier, having been notified, fails to remedy the defect(s) within 10 days, the Purchaser may proceed to take such remedial action as may be necessary, like forfeiture of EMD or recovery from security deposit the amount of loss (which will be decided by The Blood Centre Officer, CHC, KANTABANJI incurred by the purchaser.

## **GOVERNING LANGUAGE :**

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

## **DELIVERY OF DOCUMENT :**

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

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

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

**INSURANCE** :

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

**PACKAGING** :

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

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

- a. a packaging note quoting the name of the purchaser
- b. the number and date of order
- c. nomenclature of the goods
- d. schedule of parts for each complete equipment giving part number with reference to assembly.
- e. Name & address of the consignee
- f. Name & address of the supplier.

**TERMS OF CONTRACT** :

The President, Odisha Blood Bank CHC, KANTABANJI will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not entitled to any compensation whatsoever in such terminations.

**PENALTIES** :

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by The Blood Centre Officer, CHC, KANTABANJI by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the

prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by The Blood Centre Officer, CHC, KANTABANJI whose decision is final & binding in the matter.

If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption / use & rusted then the contract price or prices of such articles on full will be recovered from the tenderer, if payment had already been made to him or the tenderer will not be entitled to any payment for that item & no further order will be given to him. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by The Blood Centre Officer, CHC, KANTABANJI and the tenderer shall be liable for all losses sustained by The Blood Centre Officer, CHC, KANTABANJI in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

Supply of sub-standard items or non - performance of tender terms & conditions will disqualify a firm to participate in the tender for the next five years.

**ARBITRATIONS :**

In the event of any dispute out of the contract, such dispute should be subject to the Jurisdiction of the Civil Court, Sambalpur or High Court, Odisha.

**CHANGE OF TERMS AND CONDITIONS :**

Any amendment to the terms & conditions and clauses of the agreement if required must be done in writing duly signed by the two parties.

IN WITNESS WHERE OF the parties herein to have set and subscribed their respective hands the day and year first herein above written.

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)

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

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

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

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

hereby declare that

- i. I / we do Accept / Agree for the warranty / guarantee (2 years Warranty followed by 3 years CMC (Spares + Labour) as per this tender clause No. 8.1 to 8.5.
- ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
- iii. The 2year comprehensive warranty is valid from dt.\_\_\_\_\_ to dt.\_\_\_\_\_.
- iv. The 3 year CMC is valid from dt.\_\_\_\_\_ to dt.\_\_\_\_\_.

Date:

Place:

Signature of the competent authority

on behalf of the company / firm.

Seal of the firm.

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

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

**UNDERTAKING**

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

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

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

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

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

of the Guarantee / warranty / maintenance of the machinery / equipment and have provided written confirmation for the same.

7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the equipment's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 5 years.

Signature of the witness  
Name & address

Signature of the Tenderer  
Name & address

Dated

Seal of the firm.

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

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

# **ANNEXURE**

**(To be submitted in COVER B - PRICE BID)**

Sl No	Name of the Item	Specification	Unit	Name of the Manufacturer	Price to be quoted (Exclusive of Taxes)	Cost of AMC/CMC year wise (excluding service tax) for three years after expiry of 2 year comprehensive warranty

: : :

**Signature & Seal of the Manufacturer/Distributor/Supplier/Tenderer**



**Superintendent  
C.H.C. Kantabanji, Dt. Bolangir  
H.F.W. Deptt. Govt. Odisha**