



**INDIAN RED CROSS SOCIETY  
ODISHA STATE BRANCH  
BHUBANESWAR – IX, 751022- ODISHA**

Website - [www.odisharedcross.org](http://www.odisharedcross.org) , Email – [ircsosp@gmail.com](mailto:ircsosp@gmail.com)

**SUPPLY & INSTALLATION OF BLOOD BANK EQUIPMENTS  
AT REGIONAL BLOOD BANK, IRCS-OSB  
BHUBANESWAR & CRCBC, CUTTACK FOR THE YEAR  
2022-2023**

**Office: Indian Red Cross Society-Odisha State Branch., Unit -IX  
,Bhubaneswar -751022**

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**SUPPLY & INSTALLATION OF BLOOD BANK EQUIPMENT FOR THE YEAR 2022-2023  
NOTICE INVITING BID**

**Bid Reference No. - 820/RC/ESTT/132/2020**

**Date: 10.06.2022**

Sealed tenders are invited from eligible Bidders of Government of India/ Government of Odisha/ Indian Red Cross Society, National Head Quarters, New Delhi for supply, installation , commissioning & testing of equipment as per the particulars mentioned below:

Sl. No.	Sl. No. Particulars Date and time	Date & Time
1	Particulars Date and time of release of bid	10.06.2022 and Sale of Tender Paper
2	Date & time of bid submission	27.06.2022 by 05:00 PM
3	Date & time of Technical bid opening	05.07.2022 at 11:00 AM
4	Date of demonstration of Equipment (if required by the Tender Inviting Authority for some equipment)	Date of demonstration of Equipment (if required by the Tender Inviting Authority for some equipment)
5	Date of opening of Price Bid	08.07.2022 at 11: 00 AM

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.odisharedcross.org](http://www.odisharedcross.org) . Any subsequent changes shall be notified through our website only. The Authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason thereof. Tender forms can be obtained from the official website [www.odisharedcross.org](http://www.odisharedcross.org) . Cost of Tender Paper Rs.10,000/- ( Ten Thousand ) Only in shape of Demand Draft drawn on any nationalised bank in favour of “Honorary Secretary IRCS,OSB”, payable at Bhubaneswar towards cost of Tender paper (non-refundable).

Sd/-  
Honorary Secretary  
IRCS-OSB

# SECTION I

## INSTRUCTION TO BIDDERS

- 1.1 Indian Red Cross Society Odisha State Branch , Bhubaneswar (IRCS-OSB, BHUBANESWAR) (Tender Inviting Authority) is a Society registered under Societies Act for providing services to the various health care institutions.
- 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 document is available at website : [www.odisharedcross.org](http://www.odisharedcross.org).
- 1.4. DOWNLOADING OF BID: The bidder can download the bid of his / her choice and undertake the necessary preparatory work and submit the completed bid in hard copy at their convenience before the closing date and time of submission.
- 1.5. PAYMENT OF EMD AND COST OF BID DOCUMENT: The detail guideline for payment of EMD & Cost of Bid Document is mentioned at General Condition of contract- Section VII  
**(The bidders who have taken part in the bid for Procurement of Blood Bank Equipments advertised on 26.04.2022 are exempted from submission of Tender Paper Cost)**
- 1.6 SUBMISSION AND SIGNING OF BID The detail guideline for submission of & signing of bid is mentioned at General Condition of Contract- Section VII

## SECTION II

### General Definitions & Scope of Contract

#### 2.1 General Definitions

2.1. Department means Indian Red Cross Society – Odisha State Branch , Bhubaneswar

2.2. Government means Government of Odisha.

2.3 Bid / Tender Inviting Authority is the Honorary Secretary or authorized person of IRCS-OSB by the Honorary Secretary, who on behalf of the User Institution or the funding agencies calls and finalizes bids and ensure supply, installation and after sales service of the equipment procured under this bid document.

2.4 Bid Evaluation Committee & Technical Committee are Committees authorized by the Honorary Secretary of IRCS-OSB to decide on the purchase of the equipment to be procured by the IRCS-OSB.

#### 2.2 Scope

2.2.1 The bids are invited for the supply, installation , commissioning and testing (including training) of the equipment, the details of which are mentioned in Section IV, needed for the IRCS-OSB, Bhubaneswar.

2.2.2 **Rate Contract:** This is a Rate contract Bid, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approx. quantity required is mentioned in the Schedule of Requirement – Section IV, which may increase or decrease as per needs. 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 Honorary Secretary is authorized on behalf of IRCS-OSB, Bhubaneswar to place purchase orders for the supply and installation of the same equipment 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, commissioning testing, 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 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.** / **RC/ESTT/132/2020** dated 10.06.2022
2. **Cost of Bid Document:** Rs.10,000/- ( Exempted for Bidders who have already submitted in the previous tender advertised on 26.04.2022)
3. **Earnest Money Deposit:** 3% of tender value in shape of demand drafts .
4. **Validity of bid:** Bids should be valid for a minimum period of 90 days from the date of opening of technical bid for the purpose of bid evaluation / finalization of rate contract. As this is a rate contract tender, after finalization of the rate contract, the approved rates shall be valid for a period of one year from the date of approval of the rate contract.
5. **Performance Security:** 10% of the purchase order price (for successful bidders)
6. **Validity of Performance Security:** Up to 90 days after the date of completion of the contractual obligations including warranty period.

**3.2. Important Dates:**

Sl. No.	Sl. No. Particulars Date and time	Date & Time
1	Particulars Date and time of release of bid	10.06.2022 and Sale of Tender Paper
2	Date & time of bid submission	27.06.2022 by 05:00 PM
3	Date & time of Technical bid opening	05.07.2022 at 11:00 AM
4	Date of demonstration of Equipment (if required by the Tender Inviting Authority for some equipment)	Date of demonstration of Equipment (if required by the Tender Inviting Authority for some equipment)
5	Date of opening of Price Bid	08.07.2022 at 11: 00 AM

N.B.: The representations/suggestions for amendments on mistakes apparent on the tender document must be submitted 3 days prior to Technical committee meeting through email and the hard copy of the same must be received by that date, failing which the representations/suggestions shall not be considered.

**SECTION IV**  
**SCHEDULE OF REQUIREMENT**

4.1 Equipment(s) Tendered:

<b>Sl.</b>	<b>Name of the Equipment</b>	<b>QTY (Approx.) for Bhubaneswar</b>	<b>QTY (Approx.) for Cuttack</b>	<b>Place of delivery &amp; Installation at</b>
01	Blood Bag Tubing Stripper	02		IRCS-OSB, Bhubaneswar
02	Hot Air Oven	01		IRCS-OSB, Bhubaneswar
03	Table Top Centrifuge	02	03	Both at Bhubaneswar & Cuttack
04	Centrifuge for Gel Cassettes & incubator for gel-cassette	01		IRCS-OSB, Bhubaneswar
05	Refrigerated Centrifuge (Floor Standing Model)	02		IRCS-OSB, Bhubaneswar
06	Sterile Connecting device	01		IRCS-OSB, Bhubaneswar
07	Horizontal Autoclave	01		IRCS-OSB, Bhubaneswar
08	Plasma Expresser		04	CRCBC, Cuttack
09	Double Weighing balance	01		IRCS-OSB, Bhubaneswar

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

**SECTION -V**  
**SPECIAL CONDITIONS OF CONTRACT**

**5.1 Time Limits Prescribed:**

I. No	Activity	Time Limit
5.1.1	Delivery period	30 days from date of issuance of Purchase Order.
5.1.2	Comprehensive warranty period	3 years from the date of installation
5.1.3.	Comprehensive Maintenance Period ( CMC) period	3 years CMC after warranty
5.1.4	Preventive maintenance visits to all User Institution concerned during Warranty/CMC	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	Frequency of payment of CMC charges.	Payments shall be on a six month basis as per the approved rate of CMC
5.1.6	Submission of Performance Security and entering into contract	10 days from the date of issuance of Letter of Intent.
5.1.7	Time for making payments by Tender Inviting Authority	Within 30 days from the date of submission of proper documents
5.1.8	Maximum time to attend any Repair call	Within 48 hours
5.1.9	Uptime in a year	95%

**5.2 Pre qualification of Bidders:**

5.2.1 Manufacturer / Importers / Distributors/ Dealers under Government of India /Government of Odisha /or empanelled under IRCS-National Head Quarter, New Delhi are eligible to participate in the bid provided, if 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 (as mentioned in schedule of requirement) (executed directly by manufacturer /Importer or through distributor) of the equipment(s)/similar equipment mentioned in the schedule of requirement to any Govt. organization / 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. 3 Crores or more (For Category-I equipment) and Proof of annual average turnover (Manufacturers/Importer) of Rs. 2 Crores or more (For Category-II equipment) in the last three (3) financial years ( 2018-19, 2019-20 & 2020-21) 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 ( In case of Manufacturers & Importers).



(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 Crore or more (for Category I equipment) and Average annual turnover of Rs. 1 Crore or more (for Category II equipment) in last three (3) financial years as per Format T8.

(iii) Proof of supply of 50% of the required quantity (as mentioned in schedule of requirement) (executed directly by manufacturer or through distributor for the same manufacturer of the equipment(s)/similar equipment mentioned in the schedule of requirement to any Govt. organization /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 center in Odisha / Eastern India (Proof to be submitted in Format T4)

5.3 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 equipment bided are contained in this "Bid Document".

6.2.2 The bid document shall be made available in the website [www.odisharedcross.org](http://www.odisharedcross.org) 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 offline mode either by hand or through post.

6.2.4 **Payment of Bid Document Cost & EMD:** The details of payment of document cost & EMD is mentioned at clause 6.5

6.2.4.1 The blank price bid format for each items should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not submitted. The bidder should fill in the details and submitted the same back to the office.

6.2.4.2 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 IRCS-OSB, 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.

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 un-amendable 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.

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

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.odisharedcross.org](http://www.odisharedcross.org)). 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 Tender procedure shall be obtained from IRCS-OSB office.

### **6.5 Payment for 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 Tender system:

1. The EMD shall have to be furnished in shape of Demand Draft (DD) from any nationalized/scheduled bank in India in favour of Honorary Secretary, IRCS-OSB , Bhubaneswar, payable at Bhubaneswar.

The Bid Document Cost shall have to be submitted only in shape of Demand Draft (DD).

2. The bidder has to furnish the scan copy (in PDF format) of the demand draft (s) along with 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 envelope 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 envelope 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( except the bidders who have submitted the cost earlier against advertisement issued on 26.04.2022) 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 None of the bidders other than those specified in clause 6.7.3, are exempted from submission of EMD ( except the bidders who have submitted the cost earlier against advertisement issued on 26.04.2022).

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

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

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

6.7.7 The EMD will be forfeited, if a bidder;

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

6.7.7.2 Withdraws bid after opening of technical bid;

6.7.7.3 A successful bidder, fails to sign the contract after issuance of Letter of Intent

6.7.7.4 Fails to furnish performance security after issuance of Letter of Intent.

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

6.8.1 Bid should be submitted in hardcopy either by person or through post.. 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 technical 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 90 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 fulfill 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 enclosed 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 Tender 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 List of bidders qualified for demonstration of equipment (wherever required) and reasons for rejection of unqualified bidders.

6.12.1.3 Final List of qualified bidders.

## **6.13 Other Terms and Conditions**

6.13.1 All the terms and conditions in respect of warranty/guarantee, CMC, 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 Amendment of Bid Documents:**

6.14.1 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 IRCS-OSB website only.

6.14.2 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 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.

## **6.15 Submission of Bid**

6.15.1 The bids are to be submitted offline in hard copies in two parts in the Tender Box of IRCS-OSB , one for Technical Bid and other for Price Bid. In addition to it, the documents mentioned at 5.2 under Pre-qualification Bid, applicable to the bidder, shall be submitted in a separate envelope.

6.15.2 SIGNING OF BID The bidder shall sign on all statements, documents, certificates enclosed 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.

## **6.16. SECURITY OF BID SUBMISSION:**

6.16.1 All bid submitted by the bidder into the office tender box.

## **6.17. RESUBMISSION AND WITHDRAWAL OF BIDS:**

6.17. 1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

List of Documents as a part of Technical Bid (PART I) is as mentioned below:

6.17.1.1 Bid Document cost

6.17.1.2 Earnest Money Deposit (s) Original Instrument of the bid document cost & EMD (s) in a sealed envelope must reach the Tender Inviting Authority by post/courier.

The original instrument will only be received after closing date of online bid submission and within the date and time of opening of online technical bid falling which the bid shall be rejected.

6.17.1.3 Format – T1 (Check List)

6.17.1.4 Format – T2 (Details of Items quoted)

6.17.1.5 Format – T3 (Details of EMD submitted)

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

6.17.1.7 Format – T5 (Declaration Form)

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

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

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

6.17.1.11 Copies of the annual audited statements/ Annual Reports for 2018-19, 2019- 20 & 2020-21 (Provisional statement of account shall not be considered).

6.17.1.12 Format–T9 (Performance Statement during the last three Years)

6.17.1.13 Copies of purchase orders & end user certificates in support of the information furnished in Format T-9

6.17.1.14 Format – T10 (Statement of deviation – Technical Specification)

6.17.1.15 Format – T11 (Para-wise compliance to Technical Specification)

6.17.1.16 Copy of the Leaflets / Technical Brochures / Product Data Sheets of the Model offered in support of the information provided in Format – T11

6.17.1.17 Copy of Quality Certificates (valid BIS/ CE/ US FDA/ IEC, etc. & ISO) of the product/ organization (As per Section VII - Technical Specification).

6.17.1.18 Copy of the GST registration certificate

6.17.1.19 Copy of PAN card

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

## **6.18 Opening of Technical Bid:**

a. The price bid (Cover-B) will be opened only for the bidders qualified in the technical evaluation.

b. 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.

## **6.19 Evaluation of Bid**

6.19.1 Bid Evaluation Committee (Technical):

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

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.

#### **6.19.2 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.

#### **6.20 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 within the stipulated date and time failure of which shall be considered as non-responsive and shall lead to rejection of the bid.

#### **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 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 .

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 fulfillment 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 3 (three) years onsite warranty, calibration charges if any & including GST

6.22.5.2 Applicable GST 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 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 equipment 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 & including GST.

#### **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 quantity 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 there in 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 extend the Contract later converting it as Comprehensive 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 MSE bidders 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 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.

## **6.28 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 equipment 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 equipment 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 equipment 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, installation and demonstration /training of the item from the consignee.

6.29.3 The balance 10% of the payment will be made after receipt of certificate on working status of the equipment from the consignee after 1 year of installation and commissioning of the equipment.

6.29.4 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.

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

6.29.6 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 IRCS-OSB attaches paramount importance to the after sales service of the equipment 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 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 equipment for the prescribed period need only participate in the bid.

6.30.3 The after sales service shall be performed during the warranty period and also during the Comprehensive Maintenance Period (CMC), if awarded. The detailed terms and conditions for after sales service mentioned hereunder.

6.30.4 Failure to provide satisfactory after sales services during or after the warranty period and CMC will lead to blacklisting/debarring of the bidders, but after issuing due notice and provide opportunity for being heard.

### **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 equipment 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 all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. 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 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 / CMC period.

6.31.6 After sales service center in Odisha preferably or at least in Eastern India should be available as part of the pre-qualification criteria under Clause.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 Clause..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 IRCS-OSB 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 equipment 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 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 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 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)**

6.32.1 The decision to enter into CMC 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 Comprehensive 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 CMC, 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, 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 equipment to enter into CMC 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 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 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 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 not involve in the import of the equipment from foreign countries, if such equipment are manufactured outside the country. It shall be the sole responsibility of the bidder to import the equipment 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 equipment, 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 before the Technical Committee 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.

### **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 noncompetitive 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 Honorary Secretary of IRCS-OSB, Bhubaneswar & CRCBC, Cuttack 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/Cuttack, Odisha.

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

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

6.41.2 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 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 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%. Honorary Secretary, IRCS-OSB, BHUBANESWAR 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 Honorary Secretary of IRCS-OSB, BHUBANESWAR. 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.



## **EQUIPMENTS FOR BLOOD BANK**

01	Blood Bag Tubing Stripper
02	Hot Air Oven
03	Table Top Centrifuge
04	Centrifuge for Gel Cassettes & incubator for gel-cassette
05	Refrigerated Centrifuge (Floor Standing Model)
06	Sterile Connecting device
07	Horizontal Autoclave
08	Plasma Expresser
09	Double Pan Weighing balance

### **01. Specification for Blood Bag Tubing Stripper**

1. Should have completely anti-rust, stainless steel body.
2. Should be light weight.
3. Should ensure the uniform pressure while pressing to close and automatic recoiling of spring to release handle for opening.
4. Should have Screw- less rollers to avoid loosening of the rollers.
5. Should have extra sharp cutting edges.
6. Should behave ergonomically designed handle for better grip.
7. Should have roller guide to avoid any damage of tube.
8. Should have provision for manual tube sealing by aluminum rings.
9. Original literature of equipment should be submitted.
10. Should be ISO 13485 approved product.
11. Users list should be attached with satisfactory report the last three years from three users with contact details.

### **02. Specification for Hot Air Oven**

1. BIS approved product.
2. Should be made of double walled.
3. Inner and outer chamber should be made of steel.
4. Heating element placed at the bottom and both side ribs for uniform temperature all over the space.
5. Temperature knob should be graduated in centigrade degree.
6. 2 or 3 removable shelves.
7. Dimension (Approximately): 600 mm x 600 mm x 600mm (W x H x D).
8. Maximum temperature should be up to 200°C
9. Air Circulating fan.
10. Digital display temperature indicator.
11. User's list should be attached with satisfactory report for the last three years from three users with contact details.
12. Demonstration of performance of equipment is compulsory in nearby area failing to which will be a disqualification.
13. Electrical: The equipment should be able to run on the existing electrical provision

### **03. Specification for Table Top Centrifuge**

1. Speed: 300-5000 rpm with increment of 10
2. Max RCF: 2000 x g or more
3. Automatic Rotor Recognition
4. Timer: 0 to 60 min, continuous operation

5. Drive system: Brush less induction drive
6. Noise level at max speed should be less than 60db
7. System should have safety features like lid lock and interlock
8. System should have microprocessor controlled pre-selection and display of speed and time, quick run
9. Centrifuge should be FDA approved or European CE
10. Braking time should be less than 45 sec.
11. Capacity: should be able to centrifuge 16 tubes of 12x100 mm and 12x75mm size and other big size tubes
12. Electrical: 230 volts 50 Hz. Single Phase

## **04. Centrifuge for Gel Cassettes & incubator for gel-cassette**

### **Purpose of Equipment:**

- Immunohematologic Gel-microcolumn-Card-centrifuge to perform manual centrifugation step for Blood Grouping, Cross Matching, antibody screening or identification or phenotyping by coombs and enzyme phase by gel microcolumn technique to detect both IgG&IgM antibodies, and also potentially usable for C3d, Partial/weak D, Single Rare antigens, PNH, Heparin/PF4 Ab Test (HIT), Syphilis antibody test etc.
- Must be designed specifically for blood bank use. Commercial or modified commercial centrifuges for other purpose are not acceptable.

### **Quality Standard:**

- Manufacturing should be compliant with ISO 13485, and ISO 9001:2008.
- Should be compliant with CE according to IVD Directive 98/79/EC or US FDA for this specific purpose.
- Equipment must be certified for electrical safety specifications of IEC/TR 61010-3-020: "Safety requirements for electrical equipment for measurement, control, and laboratory use - Part 3020: Conformity verification report for IEC 61010-2-020:1992 Particular requirements for laboratory centrifuges"

### **Capacity, Construction and Functioning**

- Centrifuge head should have minimum 12 slots to accommodate 12 of corresponding manufacturer's immunohematologic Gel microcolumn cards. (Cards should have a V shaped bottom and the slot should have the corresponding shape)
- Swing out suspensions for Gelcard slots
- Aerodynamic compact construction with vibration free performance; Noise level should be less than 60dB

### **Lid:**

- The lid of the centrifuge should be transparent and should have auto-locking during spinning.

### **Electrical characteristics:**

- Must be compatible with Input voltage: 220/240V 50/60 Hz Ac
- Should have an integrated voltage stabilizer or should come with external stabilizer.
- Microprocessor controlled programming with LCD screen displaying Rpm or RCF, time and other functions should be displayed real time.

### **Additional requirements**

- All equipment should specify qualifications for design, installation, operation and performance.
- Validation and calibration reports should have traceability to applicable national and international standards.

## **05. Refrigerated Centrifuge (Floor Standing Model)**

### Product & Manufacturer Quality Standards:

- Manufacturer should be ISO 9001 & ISO 13485 certified.
- Quoted model should be CE (As per Class IIa of MDD) or USFDA approved. CE certificate must be issued by European authority.
- Should meet the standards of IEC/EN 61010- Safety requirements for electrical equipment for measurement, control, and laboratory use.
- Should meet the standards of IEC/EN 61326- EMC requirements of electrical equipment for measurement, control and laboratory use.
- Should meet the standards of IEC/EN 60529- Degrees of protection provided by enclosures with protection level of IP 20 or better level.

### **Technical Specification:**

1. For separation of blood components like packed cells, platelet rich plasma, platelet concentrate, Cryoprecipitate & Buffy Coat.
2. Wind Shield Swinging bucket blood bank rotor: With oval metal buckets, Total Capacity upto 6 X 1800 to 2000ml, for 12 Quadruple blood bag systems of 450 ml with SGAM bag and empty satellite bags and soft filter.
3. Each bucket with middle partition with capacity of 2x 900- 1000ml to accommodate 2 sets of 450ml quadruple blood bag systems with soft filter.
4. Power Requirement: 230V, Single Phase, 50Hz, 32 Amps, Energy Efficient Performance.
5. Removable plastic inserts to spin quadruple blood bag system, supplied with one set of balancing weights containing 4 weights of 6 and 14 gm. with each insert, set of 6 pairs.
6. Removable plastic inserts to spin double blood bag system, supplied with one set of balancing weights containing 4 weights of 6 and 14 gm. with each insert, set of 6 pairs.
7. Insert with in-built hook adapter to spin buffy coat or small volume of blood and balancing weights for inserts.
8. Microprocessor controlled rotor temperature within 10C regardless of the centrifuge speed. Temperature Control Range: -200C to +400C, Minimum Temperature at maximum speed should be  $\leq$ -40C.
9. Stainless steel chamber: Easy to clean, corrosion resistant with provision of both drain and condensed water collection container.
10. Should have digital display of temperature, speed / rcf , time , accel./decal. Should be regulatable speed from 1800 to 4200 rpm with resolution of 100 rpm.
11. Warm air outlet from sides and/ or rear of the machine.
12. Unlimited and defined programming of all parameters, automatic programming sequence controlled by microprocessor, digital display of nominal and actual values.
13. RCF should be 5000 to 6000xg.
14. Should have programmable time: 0 to 99 minutes with 1 minute resolution.
15. Lid-lock, Interlock, imbalance detection with automatic shutdown of centrifuge, steel-armored chamber, protection of overheating of rotor and compressor, conforms with international safety regulations.
16. Should have security lock to prevent unintentional switch off and unauthorized opening of the equipment during process.
17. Quiet Operation Noise Level:  $\leq$ 60 dB.
18. Should have lockable castors.
19. Should be provided with automatic voltage stabilizer as per requirement of the equipment with input voltage range from 110-280V, 50Hz for constant voltage of 220V $\pm$ 10%. Should have protection from high-low voltage cut off, overload and short circuit protection .Should be supplied with 2 meter power cord fitted with plug of suitable rating.

## **06. Sterile Connecting device**

Product & Manufacturer Quality Standards:

- Manufacturer should be ISO 9001 & ISO 13485 certified.
- Quoted model should be CE (Notified body) or USFDA approved.
- Should meet the electrical safety standards of IEC/EN 60601.

### **Technical Specification:**

1. Should be able to accommodate & weld all types of blood bag tubes used.
2. Should have seamless welding.
3. Should be able to join wet-wet, dry-wet, dry-dry tubes.
4. Welding should not cause any alteration in physical or chemical properties of the tube and should not cause hemolysis of blood.
5. Should have indication ongoing welding process & audio visual alarm for any functional irregularities.
6. The welding accessories should be available with the supplier throughout the functioning of the machine.
7. The welding wafers of 100 nos. should be supplied with the machine free of cost for trial.
8. The cost of per piece of wafer should be quoted in the price bid which will be fixed for three years of warranty.

## **07. Horizontal Autoclave**

Product & Manufacturer Quality Standards:

- Electrical safety conforms to standards for electrical safety IEC-60601 / IS13450
- Should be USFDA / CE / BIS approved product
- Manufacturers should have ISO 9001 certification.
- Pressure test certificate confirming to IS 3829 (Pressure withstanding) from Government Labs / NABL accredited Labs shall have to be furnished in the technical bid.

Technical Specification:

1. Should be horizontal cylindrical type of sterilizer.
2. Pressure range 10 to 20 PSI adjustable with working temperature of 121°C.
3. Automatic pressure control switch with digital display for controlling preset pressure valve.
4. Should have digital temp. indicator with timer 0-60 min.
5. Should have automatic low water cut-off facility for safety of heating coil.
6. Outer and inner chamber made of stainless steel of SS-304 grade
7. Inner chamber made of at least 18 SWG SS Sheet
8. Should have cylindrical outer chamber size 400x400x600 mm with cylindrical dia of 400 mm with working volume not less than 80 ltr. with 10% variability.
9. Stainless steel steam jacket insulated with high grade glass wool
10. Water level indicator with automatic low water level cut off device.
11. Should have joint less gasket
12. Water inlet and drain valves with steam release valve.
13. Should be with the feature of double safety radial locking facility.
14. Should be supplied with pressure gauge, pressure release valve as standard accessories.

**Power supply:** Power input should be 220 -240 VAC, 50 Hz fitted with Indian plug Should operate on single phase supply heating oil not less than 4KW

## **08. Plasma Expresser**

Product & Manufacturer Quality Standards:

- Manufacturer should be ISO 9001 & ISO 13485 certified.
- Quoted model should be CE or USFDA approved.

Technical Specification:

1. It must have IR Sensor.
2. Motor activated clamping.
3. Compression plate should be made of transparent acrylic.
4. Front panel should be spring loaded to have uniform pressure on container causing transfer of fluid.
5. Should have non corrosive metal plate with antiseptic coating.
6. Should have Audio visual indication of process completion.
7. Automatic Control & lock system.
8. Input voltage: 230V +/- 10%, 50Hz, Single phase.

**09. Double Pan Weighing Balance**

**Product & Manufacturer Quality Standards:**

- A. Manufacturer should be ISO 9001 certified.
- B. Quoted model should be CE or USFDA or BIS approved.

**Technical Specification:** 1. Should have two weighing pans with bucket for keeping blood bags in each bucket.

2. Should have display to indicate weight difference & indication for lighter side.
3. Range of weight measurement should be 0-2500grams/ml.
4. Weight difference to be displayed should be 0-2500grams/ml.
5. Should have facility for gram to ml. & vice versa for blood & blood product.
6. Should have display for balanced & imbalanced weight in each side.
7. Accuracy:  $\pm 1$ grams.
8. Should provide 1 gram & 2 gram balancing weights of 10 nos. of each.
9. Should have provision of manual calibration by balancing weights.
10. Should have load cell weight sensor.
11. Power supply: 220V  $\pm 10\%$ , 50Hz.

**SECTION –VIII**  
**FORMATS FOR SUBMISSION OF BID**  
**(Technical Bid)**

**FORMAT – T 1**  
**CHECK LIST**

(To be submitted in Part I -Technical Bid)

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

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

Name of the Bidder			
Sl. No	Item		
1	Format – T1 (Check List)		
2	Bid Document Cost as DD (Rs.10,000/- 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 statements / Annual Reports for the financial years 2018-19, 2019-20 & 2020-21 (Provisional statements of accounts shall not be considered)		
12	In case of distributor, the annual turnover statements / Copies of		

	the pages of the annual audited statements of the Annual reports along with their turnovers for the financial years 2018-19, 2019-20 & 2020-21 (Provisional statements of accounts 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		
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 VII - Technical Specification).		
19	Copy of Import License (In case the bidder is Importer)		
20	Copy of the GST registration certificate		
21	Copy of PAN card		

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, PAN card etc. & (ii) All documents as per check list T1] in technical bid for uploading their files. However, for management of space the bidders can divide their scanned documents in two parts equally (as both the file sizes are same) and upload one part (Scan copy of EMD, tender document Cost, GST, PAN,



Documents as per check list T1 serially in one file and balance document of the check list T1 in the second file to avoid any space constraint.

5) A Copy of the all the above documents uploaded in the technical bid shall also to be submitted along with 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 submitted the tender . Copy of the documents to be submitted shall be only for the purpose of clarity / better visibility of the documents submitted 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**

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

Signature of the Bidder:

Date:

Official Seal:

**Format – T3**  
**(To be submitted in Part I -Technical Bid)**  
**DETAILS OF EMD SUBMITTED**

Sl.	Name of Equipment	Instrument No. & Date & name of Bank	EMD Amount (Rs.)
		<b>Total (Rs)</b>	

Signature of the Bidder :

Date :

Official Seal:

Note: The bidder may quote for any or all the equipment by submitting the required EMD(s) for that equipment. The EMD may be furnished in one instrument in shape of one DD /BG or multiple DD / BG & the details of DD / BG (s) are to be furnished in Format T3)

**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.	<input type="checkbox"/>	Public Ltd.	<input type="checkbox"/>	Proprietorship	<input type="checkbox"/>
	Partnership	<input type="checkbox"/>	Society	<input type="checkbox"/>	Others, specify	<input type="checkbox"/>
	Registration No. & Date of Registration.					
<b>Nature of Bussiness ( Please <input type="checkbox"/> relevant box )</b>						
5	Original Equipment Manufacturer (OEM)		<input type="checkbox"/>	Authorized Disrtibutor	<input type="checkbox"/>	
	Direct Importer		<input type="checkbox"/>		<input type="checkbox"/>	
<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	Whether any criminal case was registered against the company or any of its promoters in the past?				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 : Designation :</i></b>  <b><i>Address of Service Center:</i></b>  <b><i>Telephone No.: 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> <b><i>Name of the Bank :</i></b> <b><i>Full address of the :</i></b> <b><i>Branch concerned</i></b> <b><i>Account no. of the : bidder</i></b> <b><i>Name (as mentioned in the bank account)t :</i></b> <b><i>IFS Code of the :</i></b> <b><i>Bank</i></b>
<p data-bbox="209 1697 451 1733"><i>Date: Office Seal</i></p> <p data-bbox="839 1675 1437 1711" style="text-align: right;"><i>Signature of the bidder / Authorised signatory</i></p>	

**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 IRCS-OSB , Bhubaneswar for the supply of Equipment (Name of the equipment as per Format T2). 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 **Bid document Reference no. RC/Esst/2022** 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 the bidder in its **letterhead** in case the bidder is the manufacturer)*

No.

Date

To

**The Honorary Secretary**  
IRCS-OSB  
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 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. \_\_\_\_\_

Date:

(Name of manufacturers)

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 the bidder in the **letterhead of the manufacturer** in case the bidder is an authorized distributor/importer of OEM)*

No.

Dated:

To

**The Honorary Secretary**

IRCS-OSB

Bhubaneswar

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/warranty /CMC 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 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. \_\_\_\_\_

Date: \_\_\_\_\_ (Name of manufacturers)

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)</i></b> <b>both in words and figures</b>
<b><i>1</i></b>	<b><i>2018-19</i></b>	
<b><i>2</i></b>	<b><i>2019-20</i></b>	
<b><i>3</i></b>	<b><i>2020-21</i></b>	
	<b><i>Average</i></b>	

Date:

Signature of Auditor/

Place:

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.

**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.

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

**Format – T11**

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

**PARAWISE COMPLIANCE TO TECHNICAL SPECIFICATION OF THE PRODUCT(S)  
OFFERED**

[Furnish **parawise compliance** in a tabular form (as per the format mentioned below), where the technical specification (parawise) as per bid should be mentioned in the left column & bidder's compliance at the right with mention of page no. of the product catalogue / product data sheet].

Name of the Item:

**Make :**

**Model No. :**

<b>Bid Specification (Para wise)</b>	<b>*Bidder's Compliance–Para wise</b>	<b>**PageNo.ofthe technical brochure where the compliance is mentioned</b>

(add ***separate sheets*** depending upon the space requirement)

\* **Leaflets / Technical Brochures / Product Data Sheets** of the Model offered **highlighting features** of the product offered **must be attached** in support of the information provided above.

\*\*It is **mandatory** to mention the page no(s) in the format as mentioned above.

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 website – [www.odisharedcross.org](http://www.odisharedcross.org) (under the respective bid reference No.) PRICE BID (in the excel Format) has to be submitted online only. The price bid format (excel sheet ) is specific to a bid and is not interchangeable. The bidder has to quote the price of quoted items in respective BOQs in excel as well as separate PDF format of the respective items. The price bid format file for each item shall be downloaded from the website by the bidder and quote the prices in the respective fields of each BoQ before uploading it. The Price bids submitted in any other format shall be treated as non-responsive. Multiple price bid submission by bidder for any item shall lead to cancellation of bid for such item.

## Important Notes:

1. The Unit price (excluding tax & installation cost) to be mentioned in the price BoQs (Column 3 of the excel file) of quoted items should include the basic price of the equipment with all the standard & mandatory accessories / upgradable modules/ probes etc. as asked for in the technical specifications.
2. The bidders shall have to quote (upload) the breakup of prices of the individual item mentioned in the price BoQs (excel files) of quoted items as well as in a separate file (PDF File) of the respective items attached in the website 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 (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 prices of Consumables (Reagents / Cartridges) in the price schedules against those equipment where it is mentioned or required. The prices of the consumables shall have to be quoted in a separate price schedule format (attached as a PDF file) in the website , 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 website . 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:**

**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)



Annexure III

**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:	Name of the Head of the Institution / End User:
Seal:	Signature:
	Seal:

**TWO MONTHS' 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 (attach additional details if any in a separate sheet)				
<b>BREAK DOWN DETAILS</b>				
Break down Reported Date	Planned date	Rectified date	Attended by	Details of break 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 _____ ( <i>date to be filled in by the Head of the institution or by the end user</i> )			
Name of End User & Department		Sign.	
Signature of the head of the institution		Sign. & Seal	
Date: Seal of supplier:	Date: Hospital Seal :		