

OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, MALKANGIRI

No. 10789/XIV-DBCS-02/2018, Dated Malkangiri the 11/12/2018

Sealed Tender are invited from reputed manufactures/ importer/authorized distributors/ DGS&D rate contract for supply of spectacles for DBCS, Malkangiri. The tender papers in details along with term & condition of tender are available THROUGH DISTRICT WEBSITE www.malkangiri.nic.in Bidders can download the tender papers from the website and such bidders have to enclose a non refundable demand draft of Rs. 1000/- (Rupees One thousand) Only in favour of Chief District Medical & Public Health Officer, Malkangiri payable at SBI ,Malkangiri with BID documents and subscribe the BID documents that it has been downloaded from the website. The sealed tender should reach to the undersigned on or before 31.12.2018 up to 5.00PM through Speed Post/ Regd. Post only.

The technical bid of the tender will be opened on 02.01.2019 at 11.00AM by the chairman of the purchase committee i.e., the CDM&PHO, Malkangiri in the presence of tenderer or their authorized representative.

Sd/-

**Chief District Medical & Public Health Officer,
Malkangiri**


**Chief District Medical & Public Health Officer
Malkangiri**

**OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER
MALKANAGIRI**

Tel: 06861-230277 Fax: 06861-230569
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Tender Reference No. 10789XIV-DBCS-02 /2018, Dt.. 11/12/2018

**TENDER DOCUMENT
FOR
SUPPLY
OF
SPECTACLES FOR DBCS MALKANGIRI**

SECTION -I

NOTICE INVITING TENDER

Tender Reference No. XIV-DBCS-02/2018 - 10789- Dt 11.12.2018.

TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR SUPPLY OF SPECTACLES TO DBCS, MALKANGIRI.

1	Period of Availability of Tender Document	From 11.12.2018 to 31.12.2018 (Downloadable from website: www.malkangiri.nic.in) In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the above mentioned website before last date of submission of tender document and the tender inviting authority shall have no responsibility for any delay / omission on part of the bidder.
2	Last date & time for submission of Tender	Date: 31.12.2018 Time: 05.00 PM Address of Submission of Bid: OFFICE OF THE CHIEF DISTRICT MEDICAL&PUBLIC HEALTH OFFICER, AT-MALKANGIRI. PO-MALKANGIRI, DIST-MALKANGIRI, ODISHA, PIN-764048, 06861-230277. <i>(Through Speed post / Registered post) only</i>
4	Date, time and place of opening of Tender	a) Technical Bid (Cover A) opening Dt.02.01.2019 at 11.00 AM at the address mentioned above. b) Financial Bid (Cover B): <i>The date of opening of financial bid will be intimated to the firms found successful in the technical bid evaluation.</i> <i>(Venue is mentioned at the address mentioned above)</i> <i>(Bidders / authorized representative may remain present at the time of opening of bid)</i>


Chief District Medical & Public Health Officer
Malkangiri

SECTION -II

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Mode of Procurement	Through Open Advertisement
2.	Purchaser	Chief District Medical & Public Health Officer, MALKANAGIRI
3.	Consignee	DHH-MALKANAGIRI
4.	Delivery Period	Within 30 days from issue of the purchase order.
5.	Mode of Delivery	By Air / Road / Rail
6.	Guarantee	One Year guarantee will have to be given against all type of manufacturing defects. The manufacturers/supplier/ distributor will make available facilities for repair/replacement of spectacles including giving the service units to customers during the period of guarantee.
7.	Tender Document Cost	Rs.1000/- The tender document cost is to be submitted in the shape of bank draft in favour of CHIEF DISTRICT MEDICAL & PUBLIC OFFICER, MALKANAGIRI from any Nationalized / Scheduled Bank payable at STATE BANK OF INIDA, MALKANGIRI.
8.	Earnest Money Deposit (EMD) (The approx. no. of equipment is mentioned in the Schedule of requirement – Section IV)	Rs.20000/- (Rupees Twenty Thousand) Only The Earnest Money Deposit will be paid in the shape of demand Draft only in favour Chief District Medical & Public Health Officer, MALKANAGIRI from any Nationalised / Scheduled Bank payable at STATE BANK OF INDIA, MALKANAGIRI only. EMD exemption is not permitted except to local SSI units registered in Odisha only as mentioned in Section – III Clause 23.5
9.	Performance Security	The selected firm should submit the performance security in shape of Bank Draft equal to the amount of 10 % of the purchase order value (excluding the tax) of the items within 21 days of issue of the purchase order & the same will be returned back after completion of warranty period
10.	Pre-qualification (Eligibility Criteria)	Detail eligibility criteria is mentioned at Clause 2.1, 2.2 & 2.3 in Section -III


Chief District Medical & Public Health Officer
Malkangiri

SECTION -III

TERMS AND CONDITIONS FOR SUPPLY OF SPECTACLES

- 1.1 Sealed tenders will be received till **31.12.2018 up to 05.00 PM** by the office of the **CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, MALKANGIRI**. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Speed Post only.**
- 1.2 The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by super scribing **Cover "A" (Technical Bid) & Cover "B" (Price Bid)** and both the sealed covers should be put into a **third outer Cover**, which should be super scribed as **"Tender for supply of Spectacles for DBCS, MALKANGIRI" & Tender Reference No. 10789-04-11/12/2018**
- 1.3 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened at the office of the **CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, MALKANGIRI** at **11 AM** on **02.01.2019**. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like.

ELIGIBILITY CRITERIA

- 2.1 Manufacturing units / Importers are eligible to participate in the tender provided, they fulfill the following conditions:
- (i) Import License (In case of Importer only). In case of importers, they have to furnish the authorization from the manufacturer.
 - (ii) Valid ISO certificate (of the Manufacturer)
 - (iii) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of

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

- 2.2 Authorized distributors are eligible to participate in the tender provided:
- (i) They submit manufacturer's authorization from original equipment manufacturer (OEM) as per the format at **Annexure - V**.
 - (ii) The authorized distributor/Supplier will submit the following documents in support of the manufacturer along with the tender:
 - a) Valid ISO/ distributor/Supplier certificate
 - b) Valid CE / US FDA/IEC certificates (in case of manufacture) as per technical specification.
- 2.3 The tenderer have to submit the EMD(s) as mentioned in **Clause 8 of Section -II** & the Tender document cost.

DOCUMENTS TO BE SUBMITTED

The following documents should be enclosed in Cover "A" (Technical Bid) by the tenderer.

All the photocopies are to be attested by a Notary Public / Gazetted Officer.

TECHNICAL BID :

- 3.1 Checklist with detail of the documents enclosed in Cover "A" (as per **Annexure - I**) with **page number**. The documents should be *serially arranged* as per this **Annexure - I** and should be securely tied and bound.
- 3.2 List of Item (s) Quoted with name of the Make & Model of the item (s) (**Annexure - II**)
- 3.3 Tender document fee of Rs.1000/- in shape of **Demand Draft**.
- 3.4 Earnest Money Deposit(s) as mentioned in the **Clause 8 of Section -II** in shape of Demand Draft). Details of EMD and the name of the equipment quoted should be clearly mentioned.

- 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha (**Annexure - III**).
- 3.6 The declaration form in **Annexure - IV** duly signed by the tenderer before Notary Public / Executive Magistrate.
- 3.7 Manufacturer's Authorization Format in **Annexure -V** (In case the bidder is not the manufacturer). Importers are also required to furnish the authorization from the manufacturer.
- 3.8 Leaflet/Technical Brochures of the product/item offered.
- 3.9 Copy of Import License by the Importer (in case of Importer).
- 3.10 Copy of Valid ISO certificate (**in case of manufacturer**)
- 3.11 Copy of Valid ISI / CE /US FDA certificate (as per Section V - Technical Specification).
- 3.12 Copy of Certificate in support of IEC certificate (as per Section V-Technical Specification).
- 3.13 Copy of the **up to date VAT** clearance certificate/GST registration certificate
- 3.14 The Original Tender Booklet with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.

N.B: Valid means the certificate should be valid on or beyond the date of opening of tender (Cover-A).

COVER – B (PRICE BID)

4. The price to be quoted for SPECTACLES should be sent in the prescribed price format in a separate sealed cover hereafter called **Cover "B" (Price Bid)**. **Cover –B (Price Bid) of the tenderers who qualify in its Technical Bid (Cover – A) and complies to tender specification & found to be as per technical specification and Product demonstration (if required) will only be opened .**
- 4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – VI**), must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (delivery at spot to be intimated in due course) , warranty for 1 years. The rate

should be quoted for *each item* both in figures and words. **In case of difference in words and figures, words will be taken into consideration for evaluation.**

- 4.2 The Cover "B" of tenderers who qualify in their technical bid, will only be opened at the office of CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER- MALKANAGIRI on the date & time to be intimated to them by C.D.M.&P.H.O- MALKANAGIRI.

REJECTION OF TENDER

5. The tender submitted by the bidder will be rejected, if any of the following documents are wanting / not submitted with the tender:
- (i) Import License (In case of Importer)
 - (ii) Manufacturer's authorization in case of distributor/importer
 - (iii) Earnest Money Deposit (EMD).
 - (iv) Valid ISO certificate of Manufacturer
 - (v) Valid ISI / CE / US FDA certificate of the manufacturer as per Section VI – Technical Specification.
 - (vi) IEC Certificate of the manufacturer as per as per Section VI – Technical Specification.
 - (vii) Price bid / quoted rate with signature and seal (Hard Copy).
 - (viii) Received in other form other than Speed Post/ Regd. Post.

EARNEST MONEY DEPOSIT

- 6.1 The amount of Earnest Money Deposit required is mentioned in the Section-II. The Earnest Money Deposit will be submitted in the shape of **demand Draft only** in favour of **CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER OFFICER, MALKANAGIRI** from any Nationalized / Scheduled Bank payable at **STATE BANK OF INDIA, MALKANAGIRI**
- 6.2 The EMD of the unsuccessful tenderers will be returned back without interest after placement of purchase order to the successful tenderer and EMD of successful tenderer will be returned after submission of performance (securities).

- .6.3 The EMD will be forfeited if the tenderer withdraws its tender / furnishes forged documents which is found during bid evaluation OR doesn't sign the contract / doesn't furnish performance security / doesn't supply the items (in case of successful bidder) within the stipulated time period/Supplies defective or substandard products.

PERFORMANCE SECURITY & AGREEMENT

- 7.1 The performance Security should be submitted in shape of **Bank Draft** from a Nationalised / Scheduled Bank in favour of **CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, MALKANAGIRI** equal to the amount of 10% of the purchase order value of the item (excluding cost of CMC & taxes) within 21 days of issue of the purchase order.
- 7.2 The agreement (**as per Annexure – VII**) will be signed between the supplier and the purchaser and will be kept by the purchaser.
- 7.3 The performance Security Money will be returned back to the tenderer without interest after the expiry of the warranty period i.e. one year after the date of supply.
- 7.4 Security money will be forfeited if there is any violation of the tender terms and conditions.

TENDER CONDITIONS :

- 8.1 The details of the Spectacles with specifications are mentioned in **Section VI**. **The firm must clearly mention their specification, special features, upgraded version (if any), detail technical catalogue of the offered model in their tender.**
- 8.2 Tenders should be typewritten or computerized and every correction in the tender should invariably be attested with signature by the tenderer with date before submission, failing which the tender will be ineligible for further consideration.
- 8.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with 1 year onsite guaranty and exclusive of Sales Tax/VAT & Entry Tax should *be quoted for the spectacles on spot delivery*

basis. The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.

- 8.4 The rate per unit shall not vary with the quantum of order placed for destination point.
- 8.5 If there is difference between figures & words, words will be taken into consideration.
- 8.6 In the event of the date being declared as a holiday by Govt. of Odisha, the due date of sale, submission of bids and opening of bids will be the following working day at the scheduled place & time.
- 8.7 The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government / DGS&D and the Maximum Retail Price (MRP). The purchaser, at his discretion, will in such case, exercise the right of revising the price at any stage so as to confirm to the controlled price or MRP as the case may be.
- 8.8 No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rate quoted by him. Clerical error / typographical error, etc. committed by the tenderers in the tender forms shall not be considered after opening of tenders. Conditions such as “ **SUBJECT TO AVAILABILITY**” / “**SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED**” etc., will not be considered under any circumstance and the tenders of those who have given such conditions shall be treated as incomplete and for that reason, shall be rejected.
- 8.9 If at any time during the period of rate contract, the price of tendered item is reduced or brought down by any law or act of the Central or State Government or the tenderer, the tenderer shall be morally and statutorily bound to inform the purchaser immediately about such reduction in the contracted price. The purchaser is empowered to unilaterally effect such reduction in rate, in case the tenderer fails to notify or fails to agree for such reduction of rate.
- 8.10 If the relevant documents / certificates which are required to be furnished along with the tender are written in language other than English, the tendering firm

shall furnish English version of such documents / certificates duly attested by a Gazetted Officer / Notary with his seal and signature.

- 8.11 If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for three (3) years.
- 8.12 Rate should be quoted in Indian Currency, both in words and figures against each item as the payments will be made in Indian currencies only (Annexure-VI). The tenderer shall not quote the rate for any item other than the item specified in the list. (**Section V – Schedule of Requirement**).
- 8.13 Both Cover-A and Cover-B should have an **index and page number** of all the documents submitted inside that cover.
- 8.14 The Tax will be charged as per the guidelines given by the Finance Dept., Govt. of Odisha from time to time. Either C.S.T or GST (as applicable) will be paid to the supplier. In case of Entry Tax, the supplier has to deposit the original receipt to claim it, if finished goods are brought from outside the State. The Sales Tax & entry tax components should be shown **separately** in the Price Schedule.
- 8.15 The requirement of items may increase or decrease depending on the situation.

LABELLING:

- 9.1 The equipment supplied must be properly labelled with Sl. No., Model Name, Make & year of Manufacture

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 10.1 The Purchaser reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.
- 10.2 The Purchaser will be at liberty to terminate the contract either wholly or in part without assigning any reasons thereof. The tenderers will not be entitled to any compensation whatsoever for such termination.
- 10.3 The **supply should be completed within 30 days** from the date of issue of purchase order unless otherwise specified. If no supply is received even after

days or 45 days with liquidated damage from the date of issue of the purchase orders such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified in clause no. 14.1 to 14.2. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

- 10.4 The tender inviting authority or his authorized representative (s) has the right to inspect the factory of those company who have quoted for the tender, before accepting the rate quoted by them or before releasing any purchase order (s) or at any point of time during the validity period of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on the facts brought out during such inspections.

EVALUATION:

- 11.1 The price bid of the tenders who qualify in the technical bid fulfilling the eligibility criteria and complying to the technical specification shall only be opened.
- 11.2 The tender inviting authority may ask for demonstration of the Spectacles by the bidders at the premises of the tender inviting authority or a place as decided by the tender inviting authority as a part of the technical evaluation before opening of price bid in order to verify the compliance to technical specification.
- 11.3 The rates of the item quoted by the tenderer who qualify technically will be evaluated after taking the following points into consideration: -
- a) Rate of the Spectacles will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding but excluding GST & ET.
 - b) The cost of the Spectacles (excise duty / customs duty, transportation, insurance, packing & forwarding but excluding GST & ET), will be added for evaluation.
 - c) The circulars issued by the Finance Department, Govt. of Odisha from time to time regarding tax matters shall be taken into account for evaluation and shall be binding on the bidders. As per the Govt. of

Odisha Finance Deptt. Order No. 48317(230)/F dt.23.11.2010, in comparing the cost of an article, if purchased from within the State with the price of similar article if purchased from outside the State, the amount of Odisha Sales Tax (OST) now GST shall be deducted from the total cost since it accrues back as revenue to the State. If after such deduction, the cost of articles to be purchased within the State is not more than the cost of including Central Sales Tax, transport and other charges of similar articles from outside the State, it would be economical to purchase articles within the State.

LIQUIDATED DAMAGE :

- 12.1 The C.D.M.& P.H.O may allow extension for a maximum period of 2 (Two) weeks (15 days), after the stipulated date of supply (i.e. 30 days) with a penalty of 0.5% which will be deducted from the purchase order value as "Liquidated Damage", for each week (7 days) of delay upto a maximum 2% on the value of the goods.
- 12.2 If the supplier fails to complete the supply within the extended period, i.e. 45 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS OF PAYMENT :

- 13.1 No advance payments towards cost of Spectacles will be made to the tenderer.
- 13.2 90% of the cost of the Spectacles + 100% tax shall be paid to the supplier on receipt of the stock entry certificate of the item from the consignee. The balance 10% of the payment of equipment will only be made after receipt of certificate on working status of the Spectacles from the consignee after 6 weeks of supply.
- 13.3 Payments as mentioned above will only be made after keeping the **performance security deposit** from the supplier as per clause no. 7.1, if they have not deposited the same before. Payment will only be made after ensuring

signing of the Agreement, undertaking and handing over of warranty papers of Spectacles by the supplier to the purchaser.

- 13.4 No claims shall be made against the purchaser in respect of interest on earnest money deposit or performance security deposit or any delayed payment or any other deposit.
- 13.5 Payments in shape of Draft / Pay Order will preferably be dispatched to the supplier by Registered post with A.D or e-payment / on-line transfer or may be handed over to the authorized person of the supplier.

PENALTIES:

- 14.1 If the successful tenderer fails to deposit the required performance security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit / performance security deposit shall stand forfeited by the purchaser.
- 14.2 Violating the tender terms and conditions & non supply / supply which is not as per technical specification will disqualify the firm to participate in the tender for a period of 2 (two) years from the date of issue of letter and his E.M.D & performance security deposit will be forfeited and no further purchase order will be placed to that firm for that item.
- 14.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the High Court of Odisha.

INSPECTION/TESTING:

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

CONDITIONS APPLICABLE TO LOCAL MSEs / SSI OF ODISHA:

The MSE / SSI Units of the State of Odisha will be given the following preferences in the tenders provided they produce the following documents as per MSME Development Policy-2009 and IRP - 2007:

- 16.1 Attested copy of valid manufacturing licence. (in case of manufacturer)
- 16.2 P.M.T Certificate from the Director of Industries, Odisha or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Odisha, provided that MSE / SSI units have not been derecognised by the Govt. for that specified period.
- 16.3 Local Micro & Small Scale Enterprises (MSE) and Khadi & Village industrial units including handloom and handicrafts will enjoy a price preference of 10% vis-à-vis over local medium and large industries as well as industries outside the State. Local Micro & Small Scale Enterprises having ISO, ISI Certification for their product shall get an additional price preference of 3% as per provision of IPR-2007.
- 16.4 Local MSEs registered with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC, NSIC shall be exempted from payment of earnest money and shall pay 25% of the prescribed performance security deposit.
- 16.5 Clause number 1 to 22 is also applicable to the Small Scale Industry Units of the State of Odisha.

SECTION -IV

SCHEDULE OF REQUIREMENT OF SPECTACL FOR SCHOOL CHILDREN

Sl.	Name of Item	Quantity	Place of Supply	Time for Supply
1	CARBON/CELLULOID/ METAL/ PLYMER FRAME WITH POWER GLASS FOR SCHOOL CHILDREN (DETAILS OF POWER MENTIONED IN SECTION-V (TECHNICAL SPECIFICATION)	Tentatively 4000 pairs	Different Block of Malkangiri District after find screening of School Children at block level	Date to be intimated in due course

SCHEDULE OF REQUIREMENT OF SPECTACL FOR OLD PERSONS

Sl.	Name of Item	Quantity	Place of Supply
1	CARBON/CELLULOID/ METAL/ PLYMER FRAME WITH POWER GLASS FOR OLD PERSON DETAILS OF POWER MENTIONED IN SECTION-V (TECHNICAL SPECIFICATION)	2000	At Block-CHC & Head quarter


**Chief District Medical & Public Health Officer
Malkangiri**

SECTION -V
TECHNICAL SPECIFICATION OF SEPCTACLE FOR SCHOOL CHILDREN

Sl. No.	Specification (Carbon/Celluloid/Metal/Polymer Frame with Super White Plastic Glasses and Plastic Cover)	
1	Power of Spherical Spectacles	+0.25
		-0.25
		-0.50
		-0.75
		-1.00
		-1.25
		-1.50
		-1.75
		-2.00
		-2.50
		-3.00
2	Power of Cylindrical Spectacles	-0.25-90°
		-0.50-90°
		-0.75-90°
		-1.00-90°
		-1.50-90°
		-2.00-90°
		-2.50-90°
		-3.00-90°
		-0.25-180°
		-0.50-180°
		-0.75-180°
		-1.00-180°
		-1.50-180°
		-2.00-180°
		-2.50-180°
		-3.00-180°
3	Power of compounding spectacles	±0.25 sph ±0.25 cyl to ±3.00 sph ±1.00 cyl
		±3 sph to±1.00 cyl to ±3.00 sph±2.00cyl
		-3.50 sph -2.00 cyl to -8.00 sph -2.00 cyl
		9.00 sph -2.00 cyl to 14.00 sph -2.00 cyl
		14.00 sph-1.00 cyl to -20.00 sph

TECHNICAL SPECIFICATION OF PREOBYOPIA SEPCTACLE FOR OLD PERSONS

Sl no	Power of presbyopia glasses for Old persons	Quantity
1	+ 1.50 DSPH	300 Piece
2	+1.75 DSPH	300 Piece
3	+2.0 DSPH	300 Piece
4	+2.2 DSPH	300 Piece
5	+2.50 DSPH	300 Piece
6	+2.75DSPH	300 Piece
7	+3.0 DSPH	200 Piece

N:B- The quantity may be very as per actual requirement to be confirmed after final screening.


Chief District Medical & Public Health Officer
Malkangiri

SECTION –VI

ANNEXURES

(Technical Bid, Price Bid, Agreement,)

CHECK LIST
(To be submitted in Cover A Technical Bid)

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

Please put in the respective box

COVER – A (TECHNICAL BID) DOCUMENTS: SUBMITTED OR NOT

1.	List of Item (s) – Annexure II	Page No	Yes	No
2.	Tender document Fee	Page No	Yes	No
3.	Earnest Money Deposit	Page No.	Yes	No
4.	Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III)	Page No.	Yes	No
5.	Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No.	Yes	No
6.	Manufacturer’s Authorization Format (Annexure – V)(for distributor/Importer) (Item wise)	Page No.	Yes	No
7.	Performance Statement (<i>Item wise</i>) during the last three years (Annexure -VII)	Page No.	Yes	No
8.	Copies of Purchase order (<i>Item wise</i>) in support of the performance statement	Page No.	Yes	No
9.	Deviation/No deviation Statement (<i>Item wise</i>) & details of technical specification (Annexure -VIII A & B)	Page No	Yes	No
10.	Leaflets/Technical Brocheures of the Products offered (<i>Item wise</i>)	Page No.	Yes	No.
11.	Copy of Import license (In case of Importer)	Page No.	Yes	No
12.	Copy of Valid ISO Certificate	Page No.	Yes	No

13. Attested Photocopy of Up-to-date
CE / US FDA/BIS Certificate (*Item wise*)
(As per technical specification)

Page		Yes		No	
No.					

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

Page		Yes		No	
No.					

15. Photocopy of PAN

Page		Yes		No	
No.					

16. Photocopy of GST clearance certificate

Page

No.	Yes	No		

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

Page		Yes		No	
No.					

(To be submitted in *Cover A -Technical Bid*)**DETAILS OF THE TENDERER & LOCAL CONTACT PERSON/
SERVICE CENTRE**

	Corporate Office (The address in which the purchase orders and payment details will be communicated)	Address of Local Contact Person / Branch Office / Zonal Office / Address of Service Centre if any, in Odisha.
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	(Copy of Certificate of incorporation of Manufacturer)	
Name of the issuing authority		
Import License (in case of Importer only)		
GST validity	(Furnish photocopy of GST)	
PAN	(Furnish photocopy of GST)	
Details of the Service Centre Facilities (in Odisha)		

**Signature of the Tenderer :
with seal****Date :****Official Seal :**

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

I / Wehaving
My / ouroffice
at.....do declare that I / We have
carefully read all the terms & conditions of tender of the _____, Odisha
for the supply of medical equipments./appliances/goods The approved rate will remain
valid for a period of one year from the date of approval. I will abide by **all the terms
& conditions** set forth in the **Tender Reference no.** _____

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

I / Wedo
hereby declare that I / we will supply the _____ as per the terms,
conditions & specifications of the tender document. I / we further declare that I / we
have a service centre / will establish a service centre within one month of installation
of the equipment in Odisha.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

(To be submitted in *Cover A - Technical Bid*)
MANUFACTURER'S AUTHORISATION FORMAT

To

Ref: Tender No. _____ Dated _____ for _____

Dear Sir,

We, _____ are the manufacturers of _____
_____ (name of equipment(s) and have the manufacturing factory at -
_____.

1. Messrs _____ (name and address of the agent) is our authorized distributor for sale and service of _____ (name of equipment(s))
2. We confirm that **no supplier or firm or individual other than Messrs** _____ (name of the above distributor) is authorized to submit a tender and enter into a contract with you for the above goods manufactured by us.
3. We also extend our full warranty up to 1 year

Yours faithfully,

(Signature with date, name and designation)

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

Seal
Note :

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

ANNEXURE VI

(To be submitted in COVER B - PRICE BID)

[Note : Price schedule should be submitted in separate sheets for **each item(s)** quoted and **sealed in separate envelops**. Each envelop should be superscribed with the *Item Name* & all the envelops should be sealed in a outer Cover envelop superscribed as **Cover B - Price Bid**]

List of Enclosures to be submitted in Price Bid :

- 1) Price schedule format duly filled in and signed by the authorized signatory with company seal
- 2) Price schedule for each item sealed in separate envelops superscribed with Item Name
- 3) Photocopy of GST Registration certificate.

To be submitted in *Cover B – Price Bid*

ANNEXURE-VI
(Refer Clause No. 4.1 & 8.12)

FORMAT - PRICE SCHEDULE

Whether depot. inside Odisha, i.e. VAT paid to Government of Odisha: Yes / No **If Yes, Depot. Address:**

Name of the Item (s) (Items mentioned in the schedule of requirement)	Make & Model	Unit Price with all accessories which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) & excludes GST/sales tax / entry tax	*Total Cost of the Item (Unit) (Exclusive of CST/VAT & ET)	CST/GST & ET (if any) on & above the item price mentioned in (3) (Mention whether CST / GST and ET, the % of tax & its value in Rs.)	In Case of GST, pl. Mention whether VAT is payable to Govt. of Odisha **(Yes/No)
		Cost in Rs. (both in words & figures)			
(1)	(2)	(3)	(4)	(5)	(6)

Price of each item (s) quoted should be mentioned separately in separate sheet & should be sealed in separate envelopes

* CST/VAT & ET which will be chargeable on the price (3) shall be mentioned separately in column 7 above.

** In case the VAT is payable to Govt. of Odisha, pl. furnish a copy of the up-to-date OVAT clearance certificate.

Signature of the Bidder:
Name:

Date :
Place:

Seal

1. Rates should be quoted both in figures & words for each item and if there is any discrepancy, the quoted rates in words will be taken for evaluation.
2. The tenderer has to mention the make / brand, specification, warranty of all the items in turn key.

ANNEXURES

**(Agreement and Warranty to be submitted at the
time of award of contract)**

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 2018

BETWEEN

Name of the Supplier
with full address

Here in after called the “Supplier(s) _____” as 1st Party

AND

The C.D.M. & P.H.O,
, MALKANAGIRI

Represented through the

_____ / **THE CONSIGNEE**
Hereinafter called the “PURCHASER” _____ as 2nd Party.

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

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

Name of the Item:

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

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

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

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. Training to doctors & technicians.
8. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of three year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
9. Installation and commissioning of the system by the Supplier’s engineer at site.
10. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

TERMS AND CONDITIONS:-

PRICE :

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

SUPPLY

The supply should be completed within 30 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 30 days or 45 days with liquidated damage from the date of issue of the purchase orders such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified under Penalty. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

LIQUIDATED DAMAGE :

The C.D.M.P.H.O. of the concerned district may allow extension for a maximum period of 2 (Two) weeks (15 days), after the stipulated date of supply (i.e. 30 days) with a penalty of 0.5% which will be deducted from the purchase order value as "Liquidated Damage", for each week (7 days) of delay upto a maximum 2% on the value of the goods.

If the supplier fails to complete the supply within the extended period, i.e. 30 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS FOR PAYMENT:-

A. The payment(s) shall be made by purchaser in Indian currencies. No advance payments towards cost of Instruments and Equipments etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of **Bank draft** amounting to 10% of the purchase order value which will be deposited with the O/o of the concerned CDM&PHO of the district.

90% of the cost of the Spectacles +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining ten percent (10%) will be released after satisfactory working certificate received from the consignee after 2 weeks of supply subject to submission of performance security (10% of P.O. Value). For this purpose the supplier will submit two bills, one 90% of the cost of the Spectacles+ +100% tax and the other for the remaining ten percent (10%) of the cost of the Spectacles.

B. Before release of payment the supplier has to submit the signed agreement, warranty documents of Spectacles to the consignee. The undertaking as per Annexure – VIII & IX will also be submitted to the consignee with photocopies to the purchaser.

UP-TIME BALANCE :

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

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

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

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

For 2 years warranty = 8322 x2 = 16644Hours

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

DOWNTIME PENALTY CLAUSE:

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

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

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

SUPPLY AND DEMONSTRATION:

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

INCIDENTAL SERVICES:

The Supplier(s) shall abide by the terms and conditions under incidental services & the supply of Spectacles at the destination point (on spit of screening) of consignee and demonstrate the spectacles in working condition to the receiving authority.

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

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the spectacles to be supplied by him / them.

The price of Spectacles is inclusive of guaranty for a period of 1 (One) years commencing from the date of Supply. The tenderers shall submit undertaking for guaranty duly signed by authorised signatories for the execution at appropriate time (Annexure – VII).

GOVERNING LANGUAGE :

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

DELIVERY OF DOCUMENT :

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

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

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

INSURANCE :

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

PACKAGING :

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

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

- i. a packaging note quoting the name of the purchaser
- ii. the number and date of order
- iii. nomenclature of the goods
- iv. schedule of parts for each complete equipment giving part number with reference to assembly.
- v. Name & address of the consignee
- vi. Name & address of the supplier.

TERMS OF CONTRACT :

The C.D.M. & P.H.O.MALKANAGIRI will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not be entitled to any compensation whatsoever in such terminations.

PENALTIES :

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by the C.D.M.& P.H.O.MALKANAGIRI by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the C.D.M.& P.H.O.MALKANAGIRI whose decision is final & binding in the matter.

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

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

ARBITRATIONS :

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

CHANGE OF TERMS AND CONDITIONS :

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

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

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)

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

Tender ref. No. _____

Name of the equipment:

Date of Supply:

Name of the Consignee:

Name of the purchaser:

I / we / M/s _____

hereby declare that

- i. I / we do accept / Agree for the guarantee (1 year) from the date of supply.
- ii. I / we will not charge / quote any extra price on account of the above said guarantee.
- iii. I / we do accept / agree to provide uptime guarantee 95% as per this tender clause No. 13.1.
- iv. The 1 year Guarantee is valid from dt. _____ to dt. _____.

Date:

Place:

Signature of the competent authority

on behalf of the company / firm.

Seal of the firm.

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

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


Chief District Medical & Public Health Officer
Malkangiri