

**CHIEF DISTRICT MEDICAL & PUBLIC HEALTH  
OFFICER, JAJPUR**

*E-mail: cdsjajur@gmail.com*

Tender Reference No.- 10510 / 29.12.2021/CDM&PHO, JAJPUR/2021-22

SHORT TENDER DOCUMENT  
FOR  
SUPPLY, INSTALLATION & COMMISSIONING OF GAS PIPE LINE  
SYSTEM,  
AT - D.H.H(MCH-PAEDIATRIC WARD), JAJPUR  
Pin - 755001

**CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, JAJPUR**

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## SECTION –I

### NOTICE INVITING SHORT TENDER

Tender Reference No. 10510

Dated: 29.12.2021

SHORT TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR SUPPLY, INSTALLATION & COMMISSIONING OF GAS PIPE LINE SYSTEM FOR 30 NOS. OXYGEN BED AT:-M.C.H.PAEDIATRIC WARD, JAJPUR

1	Period of Availability of Tender Document	From 29.12.2021 to 06.01.2022 at 04.00 PM (Downloadable from website: www.jajpur.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	<b>Date:</b> 06.01.2022 at 04.00 PM <b>Address of Submission of Bid:</b> The Chief District Medical & Public Health Officer, Jajpur Town, Jajpur – 755001 <i>(Through Speed post / Registered post / Courier )only</i>
3	Date, time and place of opening of Tender	a) <b>Technical Bid (Cover A) opening:</b> 07.01.2022 at 11.00 AM <b>the address mentioned above.</b> b) <b>Financial Bid (Cover B):</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>

Sd/-  
Chief District Medical & Public  
Health Officer, Jajpur

## SECTION - II

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

1.	Mode of Procurement	<b>This is a Rate contract Tender, the rate of which will be valid for a period of one year from the date of finalization of rate contract. Office of the Chief District Medical &amp; Public Health Officer, Jajpur shall invite tender .</b>						
2.	Purchaser	Chief District Medical & Public Health Officer .						
3.	Consignee	District Medical Officer(Medical Service) cum Superintendent D.H.H Jajpur						
4.	Delivery Period	Within 15 <b>days</b> from issue of the purchase order at the consignee point.						
5.	Mode of Delivery	By Road /						
6.	Guarantee / Warranty / AMC	<b>Comprehensive warranty</b> including all spares, maintenance etc. for a period 2 ( <i>Two</i> ) <b>years</b> from the date of installation & commissioning.						
7.	Tender Document Cost	<b>Rs.5000/- (Five thousand) only.</b> The tender document cost is to be submitted in the shape of bank draft in favour of CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER JAJPUR, from any Nationalised / Scheduled Bank payable at JAJPUR						
8.	Earnest Money Deposit (EMD)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl.</th> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">EMD (Rs.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Supply, Installation &amp; Commissioning of Gas Pipe Line and Manifold System</td> <td style="text-align: center;">30,000.00 (Thirty thousand)only</td> </tr> </tbody> </table> <p>The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of <b>Chief District Medical &amp; Public Health Officer, Jajpur</b>, from any Nationalized / Scheduled Bank <b>payable at JAJPUR</b></p>	Sl.	Particulars	EMD (Rs.)	1	Supply, Installation & Commissioning of Gas Pipe Line and Manifold System	30,000.00 (Thirty thousand)only
Sl.	Particulars	EMD (Rs.)						
1	Supply, Installation & Commissioning of Gas Pipe Line and Manifold System	30,000.00 (Thirty thousand)only						
9.	Performance Security	The selected firm should submit the performance security in shape of Bank Draft / Bank Guarantee, equal to the amount of 10 % of the purchase order value (excluding the tax & AMC cost) of the items within 10 days of issue of the purchase order & the same will be returned back after completion of warranty period. <b>The performance security shall be furnished</b> in the shape of demand Draft/Bank Guarantee only in favor of <b>Chief District Medical &amp; Public Health Officer, Jajpur.</b>						

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## SECTION -III

### **TERMS AND CONDITIONS FOR SUPPLY, INSTALLATION & COMMISSIONING OF GAS PIPE LINE SYSTEM FOR 30 NOS OXYGEN BED AT:-M.C.H.PAEDIATRIC WARD, JAJPUR**

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1.1 Sealed tenders will be received till Dt. 06.01.2022 at 04.00 PM by the office of the Chief District Medical & Public Health Officer, JAJPUR. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Courier services / Speed Post only.**

**1.2**The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **price 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 **“Supply, Installation & Commissioning of Gas Pipe Line System.**

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, Jajpur. 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) Valid manufacturing license/import License.
- (ii) Valid ISO certificate (of the Manufacturer)
- (iii) Tenderer should have minimum 05 nos. proof of supply, Installation & Commissioning of Gas Pipe Line and Manifold System to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that from the user in last 3 years. (As per format Annexure VII)
- (iv) Proof of annual average turnover of bidder **Rs. 1 Crore or more** in the last three (3) financial years certified by the Chartered Accountant as per the format at **Annexure VI.**
- (v) Bidder 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.

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2.2 **Authorized distributors** are eligible to participate in the tender provided:

- (i) They submit manufacturer's authorization from manufacturer as per the format at **Annexure - V**.
- (ii) The authorized distributor will submit all the documents in support of eligibility of the manufacturer as mention in clause no 2.1 along with tender.

### **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 Self/Notary Public / Gazetted Officer.**

### **TECHNICAL BID :**

- 3.1 Tender document fee of Rs.5000/- in shape of Demand Draft.
- 3.2 Earnest Money Deposit(s) as mentioned in the **Clause 8 of Section -II** in shape of Demand Draft). Details of EMD should be clearly mentioned.
- 3.3 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service center / contract person / office in Odisha (**Annexure - III**).
- 3.4 The declaration form in **Annexure - IV** duly signed by the tenderer before Notary Public / Executive Magistrate.
- 3.5 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.
- 3.6 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure –VI**) that the annual average turnover of the firm is Rs. 1 Crore or more in the last 3 (three) financial years for bidders)
- 3.7 Performance Statement (**Annexure - VII**) during the last three years towards proof of supply , Installation & Commissioning of Gas Pipe Line System to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement.
- 3.8 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 of manufacturer
- 3.11 Copy of the **GST registration** Certificate.
- 3.12 Copy of VAT clearance up to 31.03.18

- 3.13 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.
- 3.14 Copy of PAN card.

**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 supply , Installation & Commissioning of Gas Pipe Line System should be sent in the prescribed price format in a separate sealed cover hereafter called **Cover “B” (Price Bid).**
- 4.1 The Cover “B” of tenderers who qualifies in their technical bid, will only be opened at the office of the Chief District Medical & Public Health Officer Officer, Jajpur at a date & time which will be intimated to them by undersigned.
- 4.2. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery), installation, warranty for 2 (two)years but exclusive of sales tax / GST and entry tax charges, if any and the turnkey job in a separate column. The rate should be quoted for each item both in figures and words. In case of difference in words and figures, words will be taken into consideration for evaluation.

### **REJECTION OF TENDER**

5. The tender paper will be rejected, if any of the following documents are wanting / not submitted with the tender
- (i) Manufacturing license/import license.
  - (ii) The Authorized Distributor (have to submit the Authorization from the concerned manufacturing firm/importer.
  - (iii) Earnest Money Deposit (EMD).
  - (iv) Proof of supply/ installation minimum seven numbers of this items to any Govt, organization / Corporate Hospitals / PSU Hospitals / and certificate in support of that from last three years .

- (v) Price bid / quoted rate with signature and seal (Hard Copy) As per (AnnexureVII A & B)
- (vi) Original Money Receipt of the Tender Paper (in case of tender paper purchased).
- (vii) Bidder Should be similar work in medical gas pipeline system at Odisha , any District Head Quarter Hospital or any corporate sector Hospital.
- (viii) Bidders Should be average annual turnover not less than 1 Crore.

### **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, Jajpur** from any Nationalized / Scheduled Bank payable at **Jajpur**
- 6.2 The EMD of the unsuccessful tenderers will be returned back without interest after placement of purchase order to the successful tenderer and EMD of successful tenderer will be returned after submission of performance security.
- 6.3 The EMD will be forfeited if the tenderer withdraws its tender / furnish 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.

### **PERFORMANCE SECURITY & AGREEMENT**

- 7.1 The performance Security should be submitted in shape of Bank Draft /Bank Guarenty from a Nationalized / Scheduled Bank in favour of the CDM&PHO-JAJPUR equal to the amount of 10% of the purchase order value of the item (excluding cost of taxes) within 10 days of issue of the purchase order.
- 7.2 The agreement (**as per Annexure – X**) 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. three years after the date of installation & signing of the AMC agreement.
- 7.4 Security money will be forfeited if there is any violation of the tender terms and conditions.

## **COMPREHENSIVE WARRANTY & AMC.**

(Undertaking as per Annexure – IX&X)

- 8.01 The comprehensive warranty will remain valid for 2 years from the date of installation & commissioning of the item.
- 8.02 The selected firm should have a service center in Odisha.
- 8.03 All the warranty certificates must be handed over to the consignee after installation.

## **EVALUATION:**

- 9.01 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.
- 9.02 . The cost of Item (inclusion of the excise duty, transportation, insurance, packing & forwarding & warranty for two (2) years but excluding GST & ET ) + cost of the Turnkey job i.e. installation, cabling ,electrical fittings ,civil work etc, (including all taxes ) taken together will be evaluated and the lowest bidder will be selected.
- 9.03 Delivery and installation of each item should be completed within 15 days from the date of issue of purchase order falling which liquidated damage @ 0.5% per week shall be deducted from final payment.

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**TERMS OF PAYMENT :**

- 10.01 No advance payments towards cost of Supply, Installation & Commissioning of Gas Pipe Line System. Or turnkey job will be made to the tenderer.
- 10.02 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 item and turnkey jobs by the supplier to the purchaser.
- 10.03 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.
- 10.04 The approved value of AMC (Annual Maintenance Contract) payment will be made year wise after signing of the contract.

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**SECTION –IV**

**Requirement of work**

<b>Sl. No.</b>	<b>Department</b>	<b>Quantity</b>
<b>1</b>	<b>Paediatric Ward(MCH) Oxygen system</b>	
a	Oxygen Gas Outlet Point	
b	Oxygen Flow Meter with Humdifire Bottle	
c	Oxygen Adopter	
<b>2</b>	<b>Distribution Copper Pipe EN: 13348, Make: Janya/ Mandev</b>	
a	Copper Pipe 12 MM X 0.7 OD	
b	Copper Pipe 22 MM X 0.9 OD	
c	Copper Pipe 28 MM X 0.9 OD	
3	Isolation Ball Valve 12 MM	
4	Isolation Ball Valve 22 MM	
5	Isolation Ball Valve 28 MM	

**N.B** – The requirement of outlet, Beds, Department may vary as per requirement.

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## **SECTION –V**

### **TECHNICAL SPECIFICATIONS of ITEMS**

#### **TECHNICAL SPECIFICATION**

1. Gas outlets (Oxygen/ Vacuum/Air/N2O)
  - Integral check valve.
  - All metal construction individually tested & certified.
  - Full range of mounting.
  - Manufacturer should be ISO certified.
  
2. Medical grade copper tubes, Fittings and Fixtures:
  - All copper pipes & fittings used should be made of phosphorous de-oxidized, non-arsenical copper having ISI/ International Star marked flow meter of specified sizes.
  - The chemical composition of tubes should confirm to BS6017: 1981 and manufactured as per BS-2871 or European standard of EN 1057.
  - Copper pipes should be solid drawn seamless hard tempered & degreased for medical use.
  - Copper to copper joints should be made on site using a silver copper phosphorus brazing alloy. Copper to brass or gun metal joints shall not be made on site.
  - Pipe lines should be supported at the intervals specified in HTM 2022 using suitable metallic, nonferrous material. Plastic supports may be used only for the down drops to the terminal units.
  - Fitting shall be end feed type, manufactured from the same grade of copper on the pipes and should confirm to BS864.
  - Fittings shall be degreased suitable for oxygen use and supplied sealed in protective  
Polythene bags.

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- Gauges should be
 

O.D.	Wall thickness of tube
12 mm	0.7 mm
15mm	0.9 mm
22mm	0.9 mm
28mm	0.9 mm
42mm	1.0 mm
- Manufacturer should be ISO certified

1. Zonal Isolation valves with pressure gauges:

- Full bore valves for minimum pressure loss.
- Non-lubricated with 90 degree turn ball valve with PTFE seals suitable for pipes of appropriate sizes.
- Should have pressure gauges at specified place to monitor pressure drop.
- Tested for double working pressure [120 PSI],
- For Oxygen, Air & Vacuum
- For Emergency point for Oxygen
- Manufacturer Should be ISO/CE certified.

2. Alarm system:

- Three gas alarm
- Individual gas status LED indicator-showing NORMAL, HIGH and LOW conditions for each service.
- Audio alarm Indicator by Piez electric buzzer.
- Alarm test / check / mute Facility needed.
- Working pressure display via digital gauges.
- Aesthetic design and Powder coated aluminum construction.
- Manufacturer Should be ISO/CE certified.

3. Necessary accessories:

- Good quality suction jars with vacuum regulators complete with overflow protection.
- Brass body Flow meters with humidifiers.
- Pressure line adapter pins etc to be supplied in adequate numbers.



- Manufacturer Should be ISO certified.
4. Semi Automatic Control Panel:
- The control panel should be integrated with pressure gauges, regulators and control switching components which should be installed inside a cabinet to minimize tampering with regulators.
  - The reserve bank should be Manually adjusted once the running bank reached near exhaustion to minimize supervision and to offer stability and safety.
  - Should have 3 stage audio & visual warning in case of an emergency and has a pressure outlet of around 4.2kg/cm<sup>2</sup>.Manufacturer should be ISO/CE certified.



**SECTION –VI**

**ANNEXURES**

**(Technical Bid, Price Bid and Agreement)**

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**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. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Tender document Fee	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Earnest Money Deposit	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Details of Manufacturing Unit / contact person Liaisoning agent / servicing centre (Annexure III)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Declaration form (Annexure -IV) signed By the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Manufacturer's Authorization Format (Annexure – V) (for distributor/Importer)	Page <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Proof of avg. Annual turnover of Rs.1 Cr (Annexure VI)	Page <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Performance Statement During the last three year (Annexure -VII )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9. Copies of Purchase order in support of the performance statement	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10. Leaflets/Technical Brocheures of the Products offered	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11. Copy of Import license (In case of Importer)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

12. Copy of Valid ISO Certificate  
No

	Page			Yes	
	No.				

13. Photocopy of PAN

Page		Yes		No	
No.					

14. Photocopy of GST clearance certificate

Page		Yes		No	
No.					

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

Page		Yes		No	
No.					

*Bhuvanika*

**Annexure II**

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

**DETAILS OF ITEM QUOTED**

<b>Sl.</b>	<b>Name of Item(s)</b>	<b>Name of Manufacturer</b>	<b>Make</b>	<b>Model Name</b>

**Signature of the Tenderer :**

**Date :**

**Official Seal:**



**ANNEXURE – III**

(Refer Clause No. 3.3)

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

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

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

**Signature of the Tenderer :  
with seal**

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

**DECLARATION FORM**

I / We .....having My / our  
.....office  
at.....do declare that I / We have  
carefully read all the terms & conditions of tender of the \_\_\_\_\_, Odisha for  
the supply of Medical Gas Pipe Line System.. I will abide with **all the terms & conditions**  
set forth in the **Tender Reference no.** \_\_\_\_\_

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

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money  
Deposit and or 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 / We .....  
do hereby declare that I / we will supply the \_\_\_\_\_ as per the terms,  
conditions & specifications of the tender document. I / we further declare that I / we have a  
service centre / will establish a service centre within one month of installation of the  
equipment in Odisha.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

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

To

CDM& PHO

.....,

----- -1, Odisha.

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 (2 years comprehensive warranty) and also full back-up support for 3 years AMC after the warranty period as required by the purchaser.
4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty and AMC service.

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.

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



**ANNEXURE – VI**  
(Refer Clause No. 3.6)

*(To be furnished in the **letter head** of the Auditor/ Chartered Account)*

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover for the last three financial years of M/s \_\_\_\_\_ who is a Manufacturer /Distributor/Importer *(Pl. tick whichever is applicable)* are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in (Rs.)
1.	2017 - 2018	-
2.	2018 - 2019	-
3.	2019 – 2020	-

**Average Annual Turnover** (for the above three years) in **(Rs.)** \_\_\_\_\_

Date:  
Place:

Signature of Auditor/  
Chartered Accountant  
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

**Note:**

- a) *To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the Membership no.*
- b) *The authorized distributor has **also to furnish** his turnover statement in the above format.*



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

**Annexure VII** (Refer Clause no. 3.7)

**PROFORMA FOR PERFORMANCE STATEMENT**

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

**(Pl. Furnish the order copies serially as mentioned in the performance statement)**

Tender Reference No. :

Name of Tenderer :

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.)
1						
2						
..						
			<b>Total Qty</b>			

**Signature and seal of the Tenderer**

- \* The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.
- \*\* The documentary proof will be certificate from the consignee/end user indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

# **SECTION -VII**

## **ANNEXURE**

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

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**To be submitted in Cover B – Price Bid**

**ANNEXURE-VIIIA**  
(Refer Clause No. 4.1 )

**FORMAT I - PRICE SCHEDULE** [Use separate price schedule for each item(s) quoted]

Name of the Item (Item mentioned in the <b>schedule of requirement</b> )	Specification	Price of <b>Gas Pipe Line System</b> which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 2 (two) years onsite warranty & <b>excludes GST.</b>	Cost of <b>Turnkey</b> (all accessories for installation & commissioning including <b>all taxes(GST) for turnkey</b> in Rs. (Door delivery & installation)	<b>*Total Cost of the Item (Unit Price with Turnkey if any) (Exclusive of GST)</b>	GST & ET (if any) on & above the item price mentioned in column(3) % of the GST & it's value in Rs.)
		Cost in Rs. (both in words & figures)			
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(3+4=5)</b>	<b>(6)</b>
<b>1. Gas Pipe Line System</b>					

\* The total cost shall be taken into account for evaluation. This will exclude the GST & ET (if any). GST & ET (if any) which will be mentioned separately in col. 6

\*\* The cost of turnkey shall include all installation cost including materials required for installation & commissioning. In case of turnkey, the details of materials are to be mentioned.

Signature of the Bidder:

Name

Date :

Place :

Seal

Note : Rates should be quoted both in figures & words and if there is any discrepancy, the quoted rates in words will be taken for evaluation.



(Refer Clause No. 4.1)

**PRICE OF GAS PIPELINE IN THE COLUMN 3 OF THE PRICE SCHEDULE**

Sl.	Name of the Item	Make/Model	Quantity	Unit Cost(Rs)	Total Cost (Rs.)
1	Oxygen Gas Outlet Point				
2	Oxygen Flow Meter with Humdifire Bottle				
3	Oxygen Adopter				
4	Copper Pipe 12 MM X 0.7 OD				
5	Copper Pipe 22 MM X 0.9 OD				
6	Copper Pipe 28 MM X 0.9 OD				
7	Isolation Ball Valve 12 MM				
8	Isolation Ball Valve 22 MM				
9	Isolation Ball Valve 28 MM				

**Note:**

- ❖ The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
- ❖ **The lengths of the Pipes are given as Approximate. The amount will be paid as per actual length which will be calculated taking in to unit price consideration.**

**Grand Total Amount should be the same as that of price mentioned in Col.3 of Annexure VIII-A**

**Signature of the Bidder:  
Name**

**Date :**

**Place:**

**Seal**



## **SECTION -VIII**

### **ANNEXURES**

**(Agreement, Warranty and AMC Undertaking)**

*Bh...*

**AGREEMENT**

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

**BETWEEN**

Name of the Supplier  
with full address

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

**AND**

The CDM&PHO \_\_\_\_\_ (*name of the Institution*)  
Health & F.W. Department, GoO  
Represented through the

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

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

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

**Name of the Item:** \_\_\_\_\_

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

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

<u>Description of goods</u>	<u>Qty</u>	<u>Price</u>
<u>Total</u>		

The price / cost of the item also include the followings in addition to above.

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

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

## **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 15 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 30 days or 40 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.

### **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/bank guarantee amounting to 10% of the purchase order value which will be deposited with the O/o of the concerned consignee.

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

### **TURNKEY JOB:**

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



### **INSTALLATION AND DEMONSTRATION:**

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

### **TRAINING:**

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

### **INCIDENTAL SERVICES:**

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

Furnishing of tools required for assembly and / or maintenance of the supplied Gas pipe line system.

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

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

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

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

The price of the Gas pipe line system is inclusive of warranty for a period of 2 (two) years commencing from the date of installation. The tenderers shall submit undertaking for A.M.C (Annual Maintenance Cost) for a period of 3 (three) years .(Annexure – IX&X).

### **SPARE PARTS :**

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (2 years) during the AMC period.

### **COMPREHENSIVE WARRANTY :**

This warranty shall remain valid for two (2) years from the date of installation & commissioning of the machine / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

The warranty will cover all the parts of the machine or item and any replacement or repair required within the warranty period will be provided by the supplier free of cost at the destination point (Installation point). The supplier will

take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during warranty period.

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

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

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

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

**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 Gas pipe line system. 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.&PHO, Jajpur will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not entitled to any compensation whatsoever in such terminations.

### **PENALTIES :**

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by the C.D.M.&PHO, Jajpur 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.&PHO, Jajpur 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.&PHO, Jajpur and the tenderer shall be liable for all losses sustained by the C.D.M.&PHO, Jajpur in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

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

### **ARBITRATIONS :**

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

**CHANGE OF TERMS AND CONDITIONS :**

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

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

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)



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

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

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

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

\_\_\_\_\_ hereby declare that

- i. I / we do Accept / Agree for the warranty / guarantee (2 years Warranty followed by 3 years AMC (cost of Labour) as per this tender clause No. 8.2.
- ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
- iii. The 2 year comprehensive warranty is valid from dt.\_\_\_\_\_ to dt.\_\_\_\_\_.

Date:  
authority

Place:  
firm.

Signature of the competent  
on behalf of the company /

Seal of the firm.

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

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



**UNDERTAKING**

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

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

Name of the equipment:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I \_\_\_\_\_ / \_\_\_\_\_ we  
\_\_\_\_\_ hereby

declare that

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



the machinery / equipment and have provided written confirmation for the same.

7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the equipment's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 2 years warranty period.

Signature of the witness  
Name & address

Signature of the Tenderer  
Name & address

Dated

Seal of the firm.

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

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

