



JHARKHAND MEDICAL & HEALTH INFRASTRUCTURE DEVELOPMENT & PROCUREMENT CORPORATION LTD.
MCH BUILDING, RCH CAMPUS, NAMKUM, RANCHI - 834010.
(CIN - U855100JH2013SGC001276)E-mail:jmhidpc2014@gmail.com

Tender Notice No: JMC/NIT-21/PICU/28

Date:16.07.2021

TENDER NOTIFICATION
(E-Procurement System)

RATE CONTRACT OF MEDICAL EQUIPMENT FOR PICU

The Managing Director, Jharkhand Medical & Health Infrastructure Development & Procurement Corporation Ltd. (JMHPCL) hereby invites separate Technical and Commercial Bids (Two Cover System) through e-tender from the registered and eligible Manufacturers/their Authorized Dealer /Distributors/Authorized Stockiest for **RATE CONTRACT OF MEDICAL EQUIPMENTS FOR PICU.**

The Blank tender documents with detailed conditions can be obtained through web site <http://jharkhandtenders.gov.in> and should be submitted through e-procurement system only.

1	Name of Work	RATE CONTRACT OF MEDICAL EQUIPMENTS FOR PICU.
2	Time of Completion	As specified.
3	Date of Publication of Tenders on website	17.07.2021
4	Pre-Bid Meeting Date and Time	23.07.2021 at 3 PM in Office of JMHPCL, GVI Campus, Tata Road, Namkum, Ranchi- 834010
5	Date / time for receipt of bids	29.07.2021 to 07.08.2021 up to 6 P.M
6	Date of Technical Bid opening	10.08.2021 at 3 P.M
7	Application fee (Non-refundable)	Rs 5000.00 (Rupees Five thousand only)
8	EMD	Rs 50,000/- (Rupees fifty thousand only) for each item &Rs 5,00,000/- (Rupees five lakhs only) maximum
9	Contact no. of procurement person	7004871564

Note: The above dates may change due to abrupt declaration of holidays.

Detailed tender document can be seen and applied through website <http://jharkhandtenders.gov.in> only, hard copies of Technical bid & Price bid will not be entertained except Tender fee & EMD.

Sd/-
Managing Director,
JMHPCL, Govt. of Jharkhand
Namkum, Ranchi



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RATE CONTRACT OF MEDICAL EQUIPMENT FOR PICU

RATE CONTRACT OF MEDICAL EQUIPMENT (NATIONAL COMPETITIVE BIDDING)

Sealed tenders in two-bid System through e-tender are invited from reputed manufacturers or their authorized dealers for supply & installation of Bio Medical Equipment to health institutions in all districts of Jharkhand.

1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two two-bid System {Technical bid (Cover "A") and Price Bid (Cover "B")} should be uploaded within the stipulated time period as mentioned in the NIT at the e- procurement portal.

2. IMPORTANT NOTES:

- a) The tender document fee and the EMD should be submitted in original before the opening of the technical bid to the office of the tender inviting authority.
- b) The bidder shall quote prices in Indian Rupees only, on Door Delivery Basis (DDP consignee end as per INCOTERMS) to all consignees.
- c) Delivery of the ordered items shall be affected at the designated Health Institutions spread over all districts in Jharkhand or as specified in the Purchase Order.
- d) There is no guarantee on the quantity of items to be supplied during the tenure of any contract arising out of this tender. There can be increase of ± 25 % in the total quantity during the validity period of contract. No extra price shall be paid for the increased quantity. The successful bidder (s) will be called upon to supply the item in such quantities as would be required from time to time during the contract period based on actual need assessed by JMHDPC.
- e) All documents submitted should be serially numbered as per Check List.

3. PRE-BID MEETING

A Pre- Bid meeting with all the intending bidders will be held at the office of the tender inviting authority on **23.07.2021** at **3.00pm**.

4. **ELIGIBILITY CRITERIA:**

- a) Bidder shall either be an authorized dealer (having authorization in the format given in the bidding document) or manufacturer of the required items. The bidder or principal manufacturer should have experience of supplying medical equipment anywhere in India in any of the past 3 (three) years till the date of submission of bid to Govt. Organizations/ Govt. Medical colleges/ Govt. Dental colleges/ Private hospitals with minimum 30 beds.
- b) Average Annual Turnover of the Bidder (authorized dealer) for the financial years i.e. 2017-18 to 2019-20 shall not be less than Rs. 3 Crore.
- c) Manufacturer participating as bidder or manufacturer from whom the Medical Equipment's would be sourced by the dealer should have an average Annual Turnover of Rs. 5 Crore in the last 3 financial years (2017-18 to 2019-20).
The bidder or principal manufacturer should have experience of supplying medical equipment anywhere in India in any of the past 3 (three) years till the date of submission of bid to Govt. Organizations/ Govt. Medical colleges/ Govt. Dental colleges/ Private hospitals with minimum 30 beds.
Manufacturers of the quoted item should have valid certification as mentioned in the tender document.
- d) Bidder who has been blacklisted either by the Tender Inviting Authority or Jharkhand State Government or Central Government Organization will not be allowed 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

5. **GENERAL CONDITIONS:**

- a) The specification of the required item is given at **Annexure I**.
- b) The quantity indicated in the bid document is tentative and subject to change depending on actual requirement.
- c) Tender is to be downloaded from the official website www.jharkhandtenders.gov.in. The tender document fee of Rs 5,000/- (non – refundable) in the form of Demand Draft drawn in favour of “JMHPCL” payable at Ranchi is to be deposited in the office of JMHPCL in original before the date of opening of technical bid. Tender without the fee of Rs 5,000/- will not be accepted.
- d) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.
- e) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the bid document.
- f) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them.
- g) To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify all Bidders by email confirmed in writing of the extended deadline.

- h) Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken in to account by the bidder in its bid.
- i) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- j) When a bidder specifies name of the manufacturers of different products in the format at Annexure VIII, all required documents (specifically Average Annual Turnover Statement & quality certificates) of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

6. **TECHNO-COMMERCIAL BID- COVER "A"**

The Bidder should furnish the following documents/charges in a separate cover hereinafter called "**Cover A**".

a) **Earnest Money Deposit (EMD)**

Earnest Money Deposit amounting to **Rs 50000/- per item up to maximum of 5 lakh** only in the form of Demand Draft/ Bank Guarantee favouring "**JMHIDPCL**" payable **at Ranchi**, is to be deposited in original before the date of opening of technical bid.

The format of the (bank) guarantee shall be in accordance with the form of bid security included at Annexure XIV. If the institution issuing the bond is located outside the purchaser's country, it shall have a correspondent financial institution located in the purchaser's country to make it enforceable.

Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest. The Earnest Money Deposit of the successful Bidder may, at the discretion of Tender Inviting Authority may be adjusted towards the Security Deposit payable by the Bidder.

- The bid securities of unsuccessful Bidders will be returned as promptly as possible.
- The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security.
- The bid security may be forfeited
 - (a) if the Bidder withdraws its bid, or
 - (b) in the case of a successful bidder, if the Bidder fails within the specified time limit to:
 - (i) Sign the contract, or
 - (ii) Furnish the required performance security.

The bid security shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under

c) **Constitution of Company of Bidder:**

Documentary evidence defining the constitution or legal status, place of registration and principal place of business such as Certificate of Incorporation, Partnership Deed etc.

d) **Manufacturing License of Principal Manufacturer:**

Attested photocopy of valid Manufacturing License duly issued by the Licensing Authority for the products quoted.

e) **Import License of Bidder:**

Attested copy of Import License, if the products are imported. The license must have been renewed up to date. A copy of a valid license for the sale of the products imported by the firm issued by the licensing authority shall also be enclosed.

f) **Power of Attorney of Bidder:**

Attested copy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

g) **Quality Certificates:**

Attested copies of valid Certificates (only of manufacturers whose products have been offered) as specified in the tender document.

h) **Technical Specification cum Compliance Statement Sheet:**

Technical cum Compliance Statement Sheet to be submitted by the manufacturer in the format at **Annexure I**. Bids without Technical cum Compliance Statement Sheet certified by the manufacturer will be disqualified.

i) **Undertaking:**

Undertaking in the form as per **Annexure-II A (in stamp paper) & Annexure-II B (in stamp paper for Indian manufacturer)**.

j) **Manufacturer's Authorisation:**

In the case of a Bidder offering to supply the goods under the Contract that the Bidder does not manufacture or otherwise produce the Bidder should be duly authorized by the manufacturer of the goods who meets the criteria as above (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) for the respective items supplied by such manufacturer(s), as per authorization Form **Annexure III**.

One manufacturer shall authorize only one bidder for one product. In case of multiple authorizations, all such bids shall be rejected.

Bids without authorization letters will be disqualified.

k) **Annual Turnover:**

Annual turnover statement from for last three financial years i.e. 2017-18 to 2019-20 in the format given in **Annexure-IV A and Annexure-IV B** certified by the Auditor/Chartered Accountant. **It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

The certificate of Auditor/Chartered Accountant should be supported by "Profit & Loss Statement" and "Balance Sheet" of past three financial years for the bidder. In case of foreign manufacturer, only CA certificate in INR is required.

l) **Execution of Similar Contracts:**

Details of supplies (**Medical Equipment**) made during the past 3 financial years and till submission of bid with summary of Purchase Orders specified

format (Refer Annexure V).

The vendor shall submit self-attested declaration that all orders are executed satisfactorily.

GST Registration certificate of Bidder.

m) **Undertaking for providing logo of bidder:**

Undertaking (as per Annexure-VI) for embossment of logo on all items.

n) **Details of Manufacturing Unit of Manufacturer:**

-Details of Manufacturing Unit as per Annexure-VII. The details containing the name & address of the premises where the items are actually manufactured, the legal status, place of registration and principal place of business of the company or firm or partnership, etc.

-The Bidder shall also furnish the following documents along with his bid:

A copy of its **manufacturing license** with product number and date and installed manufacturing capacity.

-Further, bidder should be in continuous business of manufacturing/ supplying and after sales services of products similar to the items quoted in during the last three years prior to the bid opening.

o) **List of Items Quoted:**

The List of items quoted shall be furnished as per Annexure – VIII. The list shall specifically indicate manufacturer's name, model no. along with warranty period offered for each item.

p) **Undertaking on Fraud & Corruption of Bidder:**

Undertaking on fraud and corruption in the format at Annexure-IX

q) **Agreed Terms & Conditions of Bidder:**

Agreed Terms & Conditions as per Annexure X.

r) **Signature & Seal on each page:**

The bidder should serially number all the documents of his bid, provide a

summary table, and sign/ initial all pages with office seal by the Bidder before uploading it in the website.

s) **Checklist of documents:**

A Checklist (Annexure-XI) for the list of documents enclosed with their page number. The documents should be serially arranged as per this Annexure-XII

t) **One Bid per bidder:** A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner of a joint venture. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A firm that submits a bid individually or as a joint venture partner, and also participates in any capacity in another bid, will cause all the bids in which the firm has participated to be disqualified."

(Note: Supplies for any particular item in each schedule of the bid should be

from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item in the bid will be treated as non-responsive.)

- u) Notwithstanding anything stated above the purchaser reserves the right to assess the bidders capabilities and capacity to execute the contract satisfactorily before deciding on the award.
- v) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements; and/ or record of the poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- w) Details of two persons that JMHDPCCL may contact for requests for clarification during bid evaluation:

Name		
Telephone No (direct)		
Email address		

- x) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.
- y) Bidder should furnish Authority to the Purchaser to seek references from the Bidder's bankers.

7. PRICE BID- COVER "B"

The bidder shall quote the prices on Door Delivery Basis (DDP consignee end as per INCOTERMS) to all consignees. The list of consignees is provided at clause 17.d

However the list of consignees is the tentative list. The purchaser reserves the right to change any consignee at the time of placement of order.

The rate quoted shall be both in words and figures.

A scan copy of Annexure XII (Price Bid) should also be uploaded along with BOQ in the Price Bid Section of the portal with following details

- a) **Signature & Seal on each Page**
Each page of the Price Bid should be duly signed by the Bidder affixing the office seal before uploading it in the website.
- b) **Signature on corrections**
Bid should be typewritten and every correction in the bid should be attested with full signature by the Bidder,. Corrections done with correction fluid should also be duly attested.

8. **OPENING OF COVER “A”AND COVER “B” OF TENDER**

- a) All bidders are entitled to be present at the date and time of opening of Technical Bid - Cover “A”.
- b) Only those bidders whose Technical Bids are found to be acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover “B” of the tender. The price bids of tenderers not found technically qualified shall not be opened.
- c) **PRODUCT DEMONSTRATION:** An inspection shall be carried out for the successful technically qualified bidder at JMHPCL/ or at the equipment installed site, before the opening of the financial bid. Those who will be qualifying here shall only be declared eligible for the financial bid opening. All expenses towards the site visit with regard to equipment assessment shall be borne by JMHPCL.

9. **VALIDITY OF BID**

Bids shall remain valid for acceptance for a period of 180 days after opening of Technical Bid i.e. Cover ‘A’. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

10. **VALIDITY OF OFFER OF SUCCESSFUL BIDDER**

The validity of offer of the successful bidder shall be at least one year from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended with mutual consent and subjected to satisfactory performance of the bidder in executing the contract.

11. **OTHER CONDITIONS**

- a) **Item Details & Quantity**
Specifications & Details of Items are shown in **Annexure-I**. The quantity mentioned is only the tentative requirement and may increase or decrease as per requirement of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.
- b) **Firm Rates**
Firm Rates (inclusive of Excise Duty, Sales Tax, transportation, insurance, PACKAGING/INSTALLATION & TRAINING CHARGES AT SITE and any Incidental charges) should be quoted for each of the required items on door delivery basis according to the units ordered. Tender for supply of Hospital items with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful bidders. The rates quoted and accepted will be binding on the

Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.

c) **Unit Rate & Total Value**

Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

d) **Controlled Price/MRP**

The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the Tender Inviting Authority and shall charge the reduced rates. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction in rates.

e) **No Revision/Correction of Rates**

No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bids.

f) **Firm Delivery Schedule**

Firm delivery schedule shall be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

g) **Execution of Order**

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

h) **Inspection**

Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate / cancel the orders, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

Tender Inviting Authority reserves the right to inspect or get it inspected by an authorized third party or an accredited lab whatsoever from one or all lots of supplies in one or all the district as may be deemed fit.

12. ACCEPTANCE OF TENDER

a) Tender Evaluation

Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders.

Price Bids of technically qualified bidders will be evaluated with reference to the quoted rates (landed price of each item). Conditional discounts shall not be taken into account for price comparison.

Clarification of Bids

During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance

“Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected”.

The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder

Confidentiality

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.

Any effort by the bidder to influence the Purchaser in the Purchaser’s bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder’s bid.

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

b) Right to Reject Tender

Tender Inviting Authority reserves the right to accept or reject the tenders wholly or partially at any time of tender without assigning any reason whatsoever to anyone.

Tender Acceptance

The acceptance of the tenders will be communicated to the successful bidders on the website.

13. AGREEMENT

The successful Bidder shall execute an agreement in the form at **Annexure XII** on a non judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted. If the successful Bidder happens to be a dealer/ shall distributor then the Contract Agreement shall have to be sign both by the bidder and the manufacture.

14. NON ASSIGNMENT

The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

15. COMMUNICATION

All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at his premises, places of business or abode.

16. SECURITY DEPOSIT

The successful bidder shall within 10 days of issue of order be required to submit Security Deposit of 5% of the order value in the form of bank guarantee from any Indian scheduled bank in favour of the Tender Inviting Authority valid for the entire warranty period. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited by TIA

17. SUPPLY & SERVICE CONDITIONS

a) Purchase Order

Purchase order will be placed on the successful Bidder at the discretion of the Tender Inviting Authority.

b) Specifications & Quality

The items supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified at **Annexure-I.**

c) **Warranty Provisions**

The successful bidder (Supplier) warrants that the goods supplied under the contract/purchase order are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods/items.

- All products should have a standard warranty of 1 year. No CAMC is required in addition to the standard warranty.
- There shall be 4 Nos. preventive maintenance service in a year and breakdown calls will be attended within 72 hours of reporting a fault.
- The warranty should be as per the period mentioned in the Technical Specification.
- The Tender Inviting Authority (Purchaser) shall notify the supplier in writing of any claims arising under this warranty.
- Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.
- If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.
- The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay taxes/duties and all expenses up to the destination for the replaced part.
- During the warranty period, the desired uptime of 95% of 365 days on a 72 hours basis has to be ensured.

c) **Delivery Period**

Supply should be completed up to 45 days maximum, unless otherwise specified in the order.

d) **Delivery Point/Destination**

The items shall be delivered as described below in different districts of Jharkhand as per the list furnished along with the order or according to instructions given separately with reference to the order

Sl. No.	Item	Qty. (50 %)
1	Mobile X-Ray (Portable X-Ray)	13
2	Low cost Glucometer (Glucometer)	48
3	Transilluminator Cold Light Source (Procedurespotlight Portable)	13
4	CPAP (Bubble CPAP machine with Compressor)	25
5	Intensive Care Ventilator (Neonatal & Pediatrics) (Paediatric Invasive ventilato with compressor)	24
6	Intensive Care Ventilator (Infant Ventilator with compressor)	24
7	Defibrillator	13
8	Syringe pumps	480
8	Nebulizers (Electric)	48
9	Suction PUMP Portable Electric (Portablesuction)	48
10	Laryngoscope (Paediatric Laryngoscope curvedandstraight blades)	10
11	Oxygen Hood (Oxygen Hood Large Size)	28
12	Radiant Warmers	48
13	BP Instrument Aneroid (Digital BP Machine)	48
14	Monitor (Multi Paramonitors with in fantand paediatric SPO2 Probes and in fantand paediatric BP cuffs)	240
15	Self Inflating Reservoir Bag (Paediatric ambubags with different size masks)	96
16	Blood Gas Analyzer (Bloodgas Machine)	13
17	Fowler Bed (Fowler Bed With Railingor)	192
18	Heated Humidified High Flow Cannula System (High Flow (HFNC) Machine)	24
20	Semi Fowlers Bed (Semi Fowler Bed With Railing)	192
21	Bedside locker	240
22	Motorised ICU Bed (ICU beds 4 Positioner)	192
23	Crash Cart Trolley (Emergency crashcarttrolley)	13
24	Mattress (Adult)	192
25	Saline Stand Fully SS (Saline Stand)	480
26	Flowmeter With Humidifier Bottle (Oxygen Flow) Meter	360
27	Over-bedtable	240
28	Bedside chair	240
29	General sterileproceduretrays	240
	Total	3821

e) **Penalty for Delayed Delivery**

- (i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- (ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions as well.

f) **Alternative Purchase**

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for purchase of the items, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to any other penalties including forfeiture of security deposit.

g) **Shortage and Damage**

It shall be the responsibility of the successful Bidder for any shortages/damages at the time of receipt in Warehouse/Institution. Tender Inviting Authority is not responsible for the items received, for which no order is placed.

h) **Warranty** (Standard)

The successful bidder /Supplier shall provide standard Manufacturers warranty service for a Equipment. The warranty shall include cost of labour, spare parts and consumables required for repair and maintenance of equipment's. The scope of work during the period shall include, inter-alia, the following:

- i) To ensure 95 % uptime of the equipments.
- ii) To upgrade software free of cost.
- iii) To undertake 4 preventive maintenance service in a year.
- iv) To attend to breakdown calls within 72 hours of reporting a fault.

18. FORCE MAEJURE

The above conditions of delivery period, price reduction etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

19. FRAUD & CORRUPTION:

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

- 1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.

2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

20. LOCAL CONDITIONS:

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

21. LOGOGRAMS:

- A. Tenders for the supply for furniture, equipments etc., shall be considered only if the Bidder gives undertaking in his tender that the items will be supplied with the logogram either printed or embossed or affixed as specified.
- B. Failure to supply furniture, equipments etc., without the logogram will be treated as breach of the terms of agreement.

22. PACKING:

- A. Packing should be sound and be able to prevent damage or deterioration during transit.
- B. In the event the items supplied are found to be damaged or defective the Tender Inviting Authority will be at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

23. PAYMENT PROVISIONS:

Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority. Full payment will be released only after completion of supply and installation.

- A. On completion of supply of ordered quantities as applicable, invoices with Challans along with installation reports (certified by the Head of the Health Institution or his/her authorised person on his/her behalf) and warranty certificates should be submitted in triplicate, addressed to the Tender Inviting Authority. 75% payment shall be released within 30 days of supply and balance 25% on installation of the items. The successful bidder shall ensure the demo of the equipment on the site of installation.
- B. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.
- C. In case of any enhancement in Tax due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional tax so levied will be allowed to be charged extra as a separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in tax, the bidder should produce a letter from the concerned Authority for having paid additional tax on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- D. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified will be applicable.
- E. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse/institution.

24. ANNULEMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD:

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder.

25. NON CONFORMANCE, TERMINATION & PENALTIES:

- A. If the items do not conform to specifications, the same shall be taken back by the supplier at the supplier's cost within a period of 30 days of the receipt of the letter/notice from the Tender Inviting Authority. If the supplier fails to

take back the items within the stipulated time, the Tender Inviting Authority will have the right to dispose-off such ITEMS NOT CONFORMING TO SPECIFICATIONS. Tender Inviting Authority may also levy storage charge calculated at the rate of 2% per week on the value of the item rejected till such disposal. The decision of the Tender Inviting Authority or any officer authorized by him on the quality of the items supplied shall be final and binding.

- B. In case of supply of inferior products or products not conforming to specifications, the Tender Inviting Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.
- C. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the supplier shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- D. Non performance of any of the contract provisions will disqualify a firm to participate in tenders issued by the Tender Inviting Authority for the next five years.
- E. In the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.
- F. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

26. ARBITRATION:

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the MD, JMHDPCL, Jharkhand or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of JMHDPCL, Jharkhand. The award of the arbitrator shall be final, conclusive and binding on all parties.

27. SAVING CLAUSE:

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

28. LAWS GOVERNING THE CONTRACT & JURISDICTION:

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Jharkhand only.2
