

**OFFICE OF THE EXECUTIVE ENGINEER, JAGATSINGHPUR R&B DIVISION,  
JAGATSINGHPUR**

E-mail: eerbjspr@gmail.com

**Tender Reference No. 18 , Date: 21/12/2022**



**TENDER DOCUMENT**

**Procurement & Installation of Two Numbers 3D Ultrasound Machine with Colour Doppler for CHC, Balikuda & CHC, Ersama in the District of Jagatsinghpur**

**BID SUBMISSION START DATE : 28.12.2020**

**LAST DATE OF SUBMISSION : 07.01.2021 UP TO 5 P.M**

**OPENING OF TENDER PAPERS : 08.01.2021 AT 1.00 P.M**

**PLACE OF OPENING OF TENDER :**

**AND**

**ADDRESS FOR COMMUNICATION: OFFICE OF THE EXECUTIVE ENGINEER, JAGATSINGHPUR R&B  
DIVISION**

**AND**

**AT/PO/DIST- JAGATSINGHPUR-754103**

**RECEIPT OF TENDER DOCUMENTS:**

**EXECUTIVE ENGINEER  
JAGATSINGHPUR R&B DIVISION**



**OFFICE OF THE EXECUTIVE ENGINEER,  
JAGATSINGHPUR**

**E-Mail :[eerbjspr@gmail.com](mailto:eerbjspr@gmail.com)**

**No. 18, Date 21/12/2020 /**

**TENDER CALL NOTICE**

1. The Executive Engineer, Jagatsinghpur R&B Division, Jagatsinghpur on behalf of Hon'ble Governor of Odisha invites sealed tenders in conformity with the terms and conditions of the details tender schedule for “ **Procurement & Installation of Two Numbers 3D Ultrasound Machine with Colour Doppler for CHC, Balikuda & CHC, Ersama in the District of Jagatsinghpur**” from the interested Authorised Medical equipment Suppliers /Distributors/ Manufacturer having valid GST Registration certificate and PAN Card etc.
2. The bid document can be received from the office of the Executive Engineer, Jagatsinghpur R&B Division, Jagatsinghpur on Payment of Cash/Bank Draft of Rs. 6000.00 (Non Refundable) from Dt-28-12-2020 to Dt- 07-01-2021 during office hour.
3. The bid should accompany EMD of Rs. 26000.00(Rupees Twenty Four Thousand) Only as bid security in shape of N.S.C./ Post Office Savings Bank Account / Post Office Time Deposit Account / Kissan Vikas Patra / Fixed Deposit of any Schedule Bank duly pledged in favour of Executive Engineer Jagatsinghpur (R&B) Division and will have to be in any one of the forms as specified in the bidding documents. failing which the bid will be liable for rejection.
4. The Bid document will also be available in the website [www.odisha.gov.in](http://www.odisha.gov.in) from 11.00 hours of dt 28-12-2020 to dt 07-01-2021 up to 5pm.
5. The Bid will be opened on Dt. 08-01-2021 at 1.00 PM in the office of the Executive Engineer, Jagatsinghpur R&B Division.
6. The Authority reserves the right to accept or reject in part or full any or all quotations without assigning any reason thereof.
7. Further details can be seen from the website [www.odisha.gov.in](http://www.odisha.gov.in) .

Executive Engineer  
Jagatsinghpur R&B Division

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**OFFICE OF THE EXECUTIVE ENGINEER, JWAGATSINGHPUR R&B DIVISION,  
JAGATSINGHPUR**

**SECTION –I**

**NOTICE INVITING TENDER**

**Tender Reference No.** \_\_\_\_\_ **18** \_\_\_\_\_, **Date:** \_\_\_\_\_ **21** \_\_\_\_\_ / \_\_\_\_\_ **12** \_\_\_\_\_ /2020

BIDS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR  
Procurement & Installation of 3D ultrasound Machine with Coour Doppler for  
CHC, Balikuda & CHC, Ersama in the District Jagatsinghpur

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>
1	Period of Availability of Tender Document	From <b>28.12.2020 to 07.01.2021</b> (Downloadable from website : <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> )& from the Office of the Executive Engineer, Jagatsinghpur R&B Division.
3	Last date & time for submission of Tender	Date: <b>07.01.2021</b> , Time: <b>5.00 PM</b> Address of Submission of Bid: OFFICE OF THE EXECUTIVE ENGINEER, JAGATSINGHPUR R&B DIVISION, JAGATSINGHPUR. All the documents should reach this office on or before 07.01.2021 through Speed post / Registered post/Courier Service/Tender Drop Box at the Office of the Executive Engineer, Jagatsinghpur R&B

		DivisionDist-Jagatsinghpur, State-Odisha
4	Date, time and place of opening of Tender	Date: <b>08.01.2021</b> , Time: <b>1.00 PM in the Office of the Executive Engineer, Jagatsinghpur R&amp;B Division in presence of Bidders / authorized representative of Bidders.</b>

## SECTION –II

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

1	Mode of Procurement	Through Open Advertisement
2	Purchaser	JAGATSINGHPUR R&B DIVISION
3	Consignee	CHC, BALIKUDA & CHC, Ersama
4	Delivery Period	Within 30 <b>days</b> from issue of the purchase order.
6	Tender Document Cost	<b>Rs. 6000/- (Six Thousand only)</b> . The tender document cost is to be submitted in the shape of Payment of Cash/Bank Draft in favour of the Executive Engineer, Jagatsinghpur R&B Division, Jagatsinghpur from any Nationalised / Scheduled Bank payable at Jagatsinghpur.
7	<b>Earnest Money Deposit (EMD)</b>	<b>EMD Amount:- Rs. 26000.00 (Rupees Twenty Six Thousand Only)</b> The Earnest Money Deposit will be paid in the shape of N.S.C./ Post Office Savings Bank Account / Post Office Time Deposit Account / Kissan Vikas Patra / Fixed Deposit of any Schedule Bank duly pledged in favour of Executive Engineer Jagatsinghpur (R&B) Division and will have to be in any one of the forms as specified in the bidding documents.. EMD exemption is not permitted except to local SSI units registered in Odisha.
8	Pre-qualification ( <b>Eligibility Criteria</b> )	Detail eligibility criteria is mentioned at <b>Section –V Clause 5.1</b>

## **SECTION - III**

### **General Instructions & Scope of Contract**

#### **3.1 General Instructions**

- 3.1.1 Quotations in Sealed Cover will be received by **Dated 07.01.2021 up to 05.00 P.M** in the office of the Executive Engineer, Jagatsinghpur R&B Division, Jagatsinghpur for Procurement & Installation of Two Numbers 3D ultrasound Machine with Colour Doppler for CHC, Balikuda & CHC, Ersama in the District Jagatsinghpur. Any bid received after the due date & time will be rejected / returned unopened to the sender. **The Bids will be received through Regd. Post / Speed Post / Courier Service/ Tender Drop Box at office of the Executive Engineer, Jagatsinghpur R&B Division**
- 3.1.2 The bidder(s) are to submit their bids in sealed covered envelopes, which should be superscripted as "**Procurement & Installation of 3D ultrasound Machine with Colour Doppler for CHC, Balikuda & CHC, Ersama in the District Jagatsinghpur**".
- 3.1.3 The sealed Bid submitted by the tenderer will be opened at the office of the Executive Engineer, Jagatsinghpur R&B Division at on 08.01.2021 at **1.00** P.M. The bidders or their duly authorized representative are allowed to be present during the opening of the bids.

#### **3.2 Scope**

- 3.2.1 The bids are invited for the Procurement & Installation of Two Numbers 3D Ultrasound Machine with Colour Doppler for CHC, Balikuda & CHC Ersama in the District Jagatsinghpur. The main objective is to obtain competitive price through centralized procurement and ensure after sales service to the equipments procured under this bid. For this, Executive Engineer, Jagatsinghpur R&B Division (here in after called the Tender Inviting Authority) will undertake and oversee the procurement process, ensure that the successful bidder is installing the equipment properly at the location/institution specified and provide the after sales service during the agreed period of contract in

respect of the equipment installed to the satisfaction of the Tender Inviting authority as well as the user institution.

3.2.2 Rate Contract: This is a Rate contract Bid, the rate of which will be valid for a period of one year from the date of finalization of rate contract. The bidders are expected to quote their best rates for the equipment, the technical specifications, quantity. During the rate contract period, only Executive Engineer to place purchase orders for the supply and installation of the same equipments procured under this bid during the validity of the rate contract period.

3.2.2.1 If the Tender Inviting Authority chooses to place repeat order(s) during the rate contract period for supply, installation and commissioning, then the successful bidder is bound to supply the same make/model of equipment(s) as approved at the same rates and under the same terms and conditions of this bid.

3.2.2.2 The rate contractors can withdraw at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with Executive Engineer.

3.2.2.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting.

### 3.3 Equipment Tendered:

<b>Sl. No.</b>	<b>NAME OF THE EQUIPMENT</b>	<b>Qty (Approx)</b>	<b>Warranty Period</b>	<b>Place of Delivery &amp; Installation</b>
1	3D Ultrasound Machine with Colour Doppler	2	3 years	CHC, Balikuda & CHC, Erasama



## SECTION IV

### Time Limits of Tender

#### 4.1 Time Limits Prescribed

Sl. No	Activity	Time Limit
4.1.1	<i>Delivery period</i>	<b>30 days</b> from date of issuance of Purchase Order.
4.1.2	<i>Comprehensive warranty period</i>	<b>3 years</b> from the date of installation (As per mentioned in schedule of requirement)
4.1.3	<i>Maximum time to attend any Repair call</i>	Within 48 hours
4.1.4	<i>Submission of Performance Security and entering in to Contract</i>	5% of quoted rate with in 10 Days from the date of issuance of Letter of Intent

**SECTION V**  
**TERMS AND CONDITIONS FOR ACCEPTANCE OF TENDER FOR**  
**PROCUREMENT & INSTALLATION OF 3D ULTRASOUND MACHINE WITH COLOUR**  
**DOPPLER FOR CHC, BALIKUDA & CHC, ERSAMA IN THE DISTRICT**  
**JAGATSINGHPUR**

**Bid Document:**

The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipments bided are contained in this section.

**5.1 ELIGIBILITY CRITERIA**

5.1.1 Authorised Medical equipment Suppliers /Distributers/ Manufactures are eligible to participate in the tender provided, they fulfill the following conditions:-

- i. Suppliers/ Distributers have to furnish the authorization from the manufacturer.
- ii. Valid ISO certificate (of the Manufacturer)
- iii. Product must be certified ISI/BIS /CE / US FDA etc. (valid ISI/BIS /CE /US FDA certificate) certified (As per **Section VII - technical specification**).
- iv. Proof of compliance with IEC Certificate (As per **Section VII - technical specification**) - Medical Electrical Equipments: Particular requirement for Electrical Safety of the equipments.
- v. 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.
- vi. The tenderer have to submit the EMD(s) as mentioned **in SI No 7 of Section-II**

**5.2 DOCUMENTS TO BE SUBMITTED**

**The following documents should be enclosed in the envelope by the bidders.**

5.2.1 Bank Draft of ₹ 6000/- (Rupees Six Thousand only) towards bidding document in favour of Executive Engineer, Jagatsinghpur R&B Division, Payable at Jagatsinghpur.

5.2.2 ₹ 26,000/- (Rupees Twenty Six Thousand only) as EMD in shape of N.S.C./ Post Office Savings Bank Account / Post Office Time Deposit Account / KissanVikas Patra / Fixed Deposit of any Schedule Bank duly pledged in

favour of Executive Engineer Jagatsinghpur (R&B) Division and will have to be in any one of the forms as specified in the bidding documents

5.2.3 The Tenderer have to submit their valid GST Registration Certificate & PAN Card

5.2.4 Valid and up-to-date ISO Certificate of the Manufacturer.

5.2.5 The original tender document should be duly signed & sealed in each page.

5.2.6 Checklist with detail of the documents enclosed. The documents should be serially arranged as per this Annexure-VI and should be securely tied and bound.

5.2.7 Authorization letter from the Manufacturer if the tenderer is an authorized distributor

5.2.8 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with 3 years onsite comprehensive warranty and exclusive of GST should **be quoted for the medical equipments (Item wise) on door delivery basis in format given in Annexure-II**. The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.

## **SECTION VI GENERAL CONDITIONS OF TENDER**

### **6. REJECTION OF TENDER**

The tender submitted by the bidder will be rejected, if any of the following documents are wanting / not submitted with the tender:

- (i) Manufacturer's authorization in case of distributor/supplier
- (ii) Earnest Money Deposit (EMD).
- (iii) Valid ISO certificate of Manufacturer
- (iv) Valid ISI / CE / US FDA certificate of the manufacturer as per Section VII – Technical Specification.
- (V) IEC Certificate of the manufacturer as per as per Section VII – Technical Specification.
- (vii) GST Registration Certificate
- VIII) PAN Card
- IX) Paper Cost

### **6.1 EARNEST MONEY DEPOSIT**

6.1.1 The amount of Earnest Money Deposit required is mentioned in the Section-II. The Earnest Money Deposit will be submitted in the shape of N.S.C./ Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Fixed Deposit of any Schedule Bank duly pledged in favour of Executive Engineer Jagatsinghpur (R&B) Division and will have to be in any one of the forms as specified in the bidding documents

6.1.2 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 (ies).

6.1.3 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.

## **6.2 Performance Security**

- 6.2.1 The successful bidder shall deposit performance security @ 5% of the accepted amount excluding taxes in shape of Bank Guarantee/ FDR duly pledged in favour of Executive Engineer, Jagatsinghpur R&B Division within 10days of the issuance of letter of Intent.
- .
- 6.2.2 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.
- 6.2.3 Failure of the successful bidder in providing performance security mentioned above shall make the bidder liable for forfeiture of its EMD.
- 6.2.4 The Performance security shall be denominated in Indian Rupees
- .
- 6.2.5 Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty period & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

## **6.3 GENERAL CONDITIONS:**

- 6.3.1 The details of the medical equipments with specifications are mentioned in **Section VII. The firm must clearly mention their specification, special features, upgraded version (if any), detail technical catalogue of the offered model in their tender.**
- 6.3.2 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.
- 6.3.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges with 3 years onsite comprehensive warranty and exclusive of GST should **be quoted for the medical equipments (Item wise) on door delivery basis.**

- . The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.
- 6.3.4 The rate per unit shall not vary with the quantum of order placed for destination point.
- 6.3.5 If there is difference between figures & words, words will be taken into consideration.
- 6.3.6 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.
- 6.3.7 The rate quoted and accepted will be binding on the tenderer for a period of **one year** from the date of approval of the rate contract and on no account; any increase in the price will be entertained till the completion of this tender period.
- 6.3.8 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.
- 6.3.9 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.
- 6.3.10 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of approval of the rate contract.
- 6.3.11 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.
- 6.3.12 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.

6.3.13 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. The tenderer shall not quote the rate for any item other than the item specified in the list. (**Section III – Schedule of Requirement**).

6.3.14 GST will be paid separately to the Supplier

#### **6.4 TURNKEY:**

6.4.1 The electrical power supply point will be provided by the purchaser at the room where the equipment will be installed but the wiring and electrical fittings inside the room and accessories if any required for installation & commissioning of the equipment from the power supply point to the point of actual installation or any other civil work required for installation of the equipment will be provided by the supplier without any extra cost (apart from the cost mentioned under turnkey in the Price schedule which should include the cost of all such requirement).

#### **6.5 COMPREHENSIVE WARRANTY :**

6.5.1 The comprehensive warranty will remain valid for **3 years** from the date of installation & commissioning of the equipment. The original copy of warranty documents will be submitted to the purchaser at the time of installation for applicable items.

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

6.5.3 The Supplier shall warrant that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The Supplier shall further warrant that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination. Within warranty period the service engineer has to provide minimum two preventive maintenance (six month interval) visit other than complain and this has to be ensured by

service report. Penalty: Any delay in attending the PM the delay period will be added to the warranty period.

## **6.6 TRAINING & OPERATIONAL MANUAL:(FOR APPLICABLE ITEMS)**

6.6.1 The firm / supplier will provide hands on training to two doctors and two technicians in his own cost for operating / handling the medical equipment(s) at the time of installation of equipment.

6.6.2 The supplier / firm will provide the operation / maintenance manuals of all equipments to the purchaser at the time of installation.

## **6.7 Delivery and Installation**

6.7.1 The successful bidder shall visit the scheduled institution and recommend pre installation requirements at each institution. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the **delivery** within the stipulate period, Tender Inviting Authority shall deduct **Liquidated Damage (LD) charges**

6.7.2 The successful bidder will have arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Bid Document.

6.7.3 If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder shall inform the Tender Inviting Authority/User Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the Tender Inviting Authority/User Institution shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.



- 6.7.4 The successful bidder is required to deliver the equipments at the site within time specified under cl 4.1. from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the institution head or his/her representative and obtain an individual CRC 'Consignee Receipt Certificate' and SIC 'Satisfactory Installation Certificate' for each equipment and Warranty card (as per format in Annexure III) duly signed and with proper stamp of the institution concerned. A proper detail of stock taking has to be obtained in the invoices from the respective User Institutions with signature and seal.
- 6.7.5 The installation report and two month performance reports shall be submitted separately, in a single sheet printed back to back and shall be submitted individually for each equipment installed.
- 6.7.6 The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful bidder to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.
- 6.7.7 Installation & Commissioning: The electrical power supply point will be provided by the purchaser at the room where the equipment will be installed but the wiring and electrical fittings inside the room and accessories if any required for installation & commissioning of the equipment from the power supply point to the point of actual installation or any other civil work required for installation of the equipment will be provided by the supplier without any extra cost (apart from the cost mentioned under installation cost in the Price schedule which should include the cost of all such requirement).

## **6.8 Payment**

- 6.8.1 No advance payments towards cost of medical equipments will be made to the bidder.
- 6.8.2 Payment will be made after completion of the work & necessary completion certificate obtained from the Consigning Medical Officer Incharge.
- 6.8.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

## **6.9 After Sales Service Conditions:**

- 6.9.1 The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost .
- 6.9.2 Failure to provide satisfactory after sales services during the warranty period will lead to blacklisting & Forfeiture of the Security Money.

## **6.10 Guarantee/Warranty Terms:**

- 6.10.1 The successful bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 6.10.2 The successful bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.
- 6.10.3 All the equipments including the accessories supplied as per the technical specification in Section VII should carry comprehensive warranty for a period mentioned under Section IV. During this period, the successful bidder shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful bidder during the period of comprehensive warranty.
- 6.10.4 During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment/head of the health care institution and stamped shall be forwarded by email/fax/post to the Executive Engineer within 10 days from the due date.
- 6.10.5 Complaints should be attended properly, maximum within the time mentioned in Section IV. In case, the repair/fault duration is likely to exceed 72 hours, the successful bidder shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.

- 6.10.6 Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority or user institution, the successful bidder shall, within the period specified under Section IV, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority or to the user institution.
- 6.10.7 If the successful bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned in Section IV, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary & the cost thereof will be deducted from the security amount.
- 6.10.8 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.
- 6.10.9 A warranty certificate (as per format in Annexure III) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.
- 6.10.10 Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.
- 6.10.11 All software updates, if any required, should be provided free of cost during Warranty period.

## **6.11 Training**

- 6.11.1 The successful bidders have to impart on-site training to Doctors/ Technicians/ para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution to the satisfaction of the Tender Inviting Authority/ User Institution.

## **6.12 Force Majeure**

- 6.12.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 6.12.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.12.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

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

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

6.13.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law.

### **6.14 Penalties for Non-performance**

The penalties to be imposed, at any stage, under this bid are;

6.14.1 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will lead to rejection of bids and may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the bidder.

6.14.2 **Liquidated Damages:-** If the successful bidder fails to **deliver** any or all of the goods within the time frame(s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the contract price / purchase order price as liquidated damages, a sum equivalent to **1% of the value of the item** to be supplied **per week of delay or part thereof** on delayed supply of item (s) until actual delivery or performance subject to a **maximum of 4%**. The Tender Inviting Authority reserves the right to allow an additional penal period of 4 (four) weeks beyond the normal penal period (4 weeks) on the written request of the supplier with the condition that liquidated damage @ **1.5%** will be charged for each week or part thereof during the extended penal period.

Once the delivery period / extended delivery period with LD is exceeded, Tender Inviting Authority/User Institution may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful bidders.

## **6.15 Termination of Contract**

- 6.15.1 Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.
- 6.15.2 In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.
- 6.15.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.15.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/User Institution.
- 6.15.5 Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

**6.16 ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:**

6.16.1 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.

6.16.2 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.

6.16.3 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 60 days with liquidated damage from the date of issue of the purchase orders such orders will stand cancelled automatically & the firm shall suffer forfeiture of the EMD.

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**6.17 INSPECTION/TESTING:**

6.17.1 The selected supplier shall have to arrange for demonstration of the equipment at the supply point. The purchaser/ its nominated representative(s)/ Consigning Medical Officer incharge shall inspect and test the equipments at the supply point to check their conformity to the specifications and other details incorporated in the contract.

## SECTION VII

### **TECHNICAL SPECIFICATIONS**

#### **3D ULTRASOUND MACHINE WITH COLOR DOPPLER**

- 1) High end color Doppler ultrasound with broad band width technology, capable of producing high resolution images in Abdomen, OB-GYN, Fetal Heart, Small Parts, MSK, Urology etc. applications.
- 2) Minimum 18inch anti-flickering LCD monitor with vertically and horizontally swivel facility. It should support full screen imaging to utilize entire screen area.
- 3) Backlight control panel which enables user to operate in dark. Retractable alphanumeric keyboard should be supported.
- 4) System should have three active and universal ports. All the transducers must be compatible with all ports.
- 5) System should be compatible with multiple transducer choices, covering linear, convex, microconvex, Endocavity, phased array imaging. Convex, Linear, probe should be high element probes which is no less than 192 elements
- 6) System should have facility for real time and frozen zoom.
- 7) Total operating depth range should be wide enough to cover vast range of applications. Depth should be accessible from 1.6 to 30 cm.
- 8) Monitor should have thumbnail view of saved images and cine clips and easy reviewing of images on monitor quickly.
- 9) System should support at least 8 no. of acoustic lens focus and intra focus adjustment should be possible. Continuous dynamic focus technology should be supported.
- 10) System should have latest state of the art beam former capable of processing signals from 2 to 14 MHz.
- 11) The operating modes system should have – 2D, M-mode, Color mode, PW, CW, Power and Bi-directional flow, TDI, Color M Mode, THI, VS-Flow, and Strain Elastography.
- 12) System should have full spectrum imaging – Tissue harmonic imaging, Spatial compound imaging, speckle reduction technology, trapezoidal image, Quad and dual imaging.




- 13) Spatial compounding and speckle reduction technology should be given as standard configuration. Both features should be available with all transducers.
- 14) Auto resolution adjustment in B-mode with a single button.
- 15) System should support Dual B, Quad B, Duplex, Triplex, Dual live imaging.
- 16) System should be able to support biopsy mode in all probes for needle guided procedures. Guide line should be visible properly.
- 17) The system should offer multiple application dedicated presets inbuilt. Further provision to create user defined presets.
- 18) System should have dynamic range of 30 to 180 dB.
- 19) System should have image management software and easy access to old saved images. System should have inbuilt HDD of at least 500 GB.
- 20) Live panoramic imaging with linear probe.
- 21) System should be upgradable to strain based Elastography with Linear transducer. Quantification should be supported.
- 22) Provision to connect any printer directly to the machine or transferring images/reports to PC.
- 23) Different formats should be available to save images and clips e.g. JPG, BMP, TIF, WMV, AVI etc.
- 24) System should be DICOM enabled. All the necessary software shall be provided by manufacturer.
- 25) All the measurement packages should be supported for various applications such as Abdominal, OB/Gyn, Cardiology, Urology, Small Parts, Vascular, Orthopedic etc.
- 26) System should display Fetal growth in a graph chart according to measurement items and their OB tables. PAGE 2 OF 5
- 27) Dedicated comments/ annotation charts should be available in the system for various applications such as Abdominal, OB/Gyn, Cardiology, Urology, Small Parts, Vascular, Orthopedic etc. And user should be able to edit and rearrange list of comments as required.
- 28) Should be USFDA and CE approved.
- 29) System should be provided with multi-frequency broad band probes – ➤ 5.0 – 12.0 MHz Linear array probe with 38mm footprint for nerve, vascular, small part, supraclavicular, MSK imaging. ➤ 2.0 – 5.0 MHz Curved array probe for

general purpose, OB/GYN, Abdomen, Renal Doppler, deep nerve access specially sub gluteal and abdominal applications.

**Executive Engineer, Jagatsinghpur R&B Division  
JAGATSINGHPUR**

**CHECK LIST**

Please put  in the respective box

**DOCUMENTS: SUBMITTED OR NOT**

<b>Sl. No.</b>	<b>Details</b>	<b>Provided or not</b>	
		<b>Yes</b>	<b>No</b>
1	Earnest Money Deposit (Not Applicable for SSI UNITS)		
2	Valid up-to-date ISO Certificate of the Manufacturer		
4	Authorization letter of the Manufacturer if the bidder is an authorized distributor (Annexure V)		
5	Attested Photocopy of GSTRegistration Certificate		
6	Declaration form (Annexure - IV) signed by the Tenderer & affidavit before Notary Public		
7	Price schedule (Annexure-II)		
8	Attested copy of PAN Card		

**Annexure-II**

**FORMAT - PRICE SCHEDULE**

<b>Name of the Equipment</b>	<b>Make &amp; Model</b>	<b>Unit Price with all accessories which includes excise duty / customs duty, packing, insurance, forwarding / transportation (door delivery) with 3 (three) years onsite warranty &amp;excludes GST/sales tax / entry tax Cost in Rs. (both in words &amp; figures)</b>
<b>1</b>	<b>2</b>	<b>3</b>
<b>1. 3D Ultrasound Machine with High end Colour Doppler with broad band width technology, capable of producing high resolution images in Abdomen, OB-GYN, Fetal Heart, Small Parts, MSK, Urology etc. application, Minimum 18 inch anti flickering LCD monitor with vertically and horizontally swivel facility, system should have latest state of the art beam former capable of processing signal from 2 to 14MHz(Detail Specification in Section VII (C))</b>		

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**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**

**WARRANTY CERTIFICATE**

*(to be filled jointly by the Supplier, head of user institution & Representative of the Tender Inviting Authority individually for every equipment)*

Date:

Purchase order No : ..... dated.....

The equipment ..... (*Equipment Name*) Model No..... bearing serial no ..... was installed successfully at ..... (*Institution Name*) is offered with a comprehensive warranty for a period of ..... Years starting from ..... to ..... including all the following accessories;

Sl. No	Name of the Accessory	Name of the Manufacturer	Equipment Serial No.	Qty

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

(To be submitted in Cover A -Technical Bid)

DECLARATION FORM

(Affidavit before Executive Magistrate / Notary Public)

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

I/We do hereby declare I/We have not been de-recognized / 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  
blacklist me/us for a period of 2 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.

Signature of the bidder :

Seal Date :

Name & Address of the Firm:



**ANNEXURE – V**

(To be submitted by the Bidder)

**MANUFACTURER’S AUTHORISATION FORMAT**

To

The Executive Engineer,  
Jagatsinghpur R&B Division, Jagatsinghpur

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ for supply of medical consumables.

Dear Sir,

We, \_\_\_\_\_ are the manufacturers of \_\_\_\_\_  
\_\_\_\_\_ having factories at \_\_\_\_\_.

1. Messrs \_\_\_\_\_ (name and address of the agent) is our authorized agent for sale of \_\_\_\_\_ (name of items)
2. We confirm that Messrs. \_\_\_\_\_ (name of the above agent) is authorized to submit a tender, and enter into a contract with for the above goods manufactured by us.

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.



