

# ଜିଲ୍ଲା ମୁଖ୍ୟ ଚିକିତ୍ସା ଓ ଜନ ସ୍ୱାସ୍ଥ୍ୟ ଅଧିକାରୀ, ସୁନ୍ଦରଗଡ଼

OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER: SUNDARGARH

Notice No 5269 / CDM&PHO/SNG/Dt. 4.10.19

(ଟ୍ଟନାଟ ଏବଂ (ପିସିଆର ଏନାଲାଇଜର) ସହିତ କ୍ୟାଟ୍ରିଜ ସାମଗ୍ରିକ କ୍ରୟ ସମ୍ବନ୍ଧେ ବିଜ୍ଞାପନ)

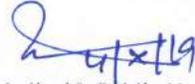
The sealed tenders are invited from the willing supplier/distributors/wholesaler to quote the rates of **TRUENAT/TRUELAB (PCR Analyzer with Cartridge)** as per specification mentioned in the tender. The bidders are requested to submit their sealed tenders to the office of the undersigned by Speed Post/Regd.Post/Courier Services only on or before dt. 24/10/19 till 5 P.M the said tenders will be opened on dt. 25/10/19 at 11.00 A.M and after due date & time any tender will not be entertained. The bidders himself or their representatives are requested to remain present in the fixed date & time for opening of tenders. The details term&conditions and items list can be downloaded from the district website-www.sundargarh.nic.in.

The undersigned reserves the right to accept/reject all the tenders without assigning any reason thereof.

Sd/-Dr.P.K.Patel,  
Chief District Medical & Public Health Officer,  
Sundargarh.

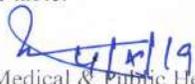
Memo No 5270 /CDM&PHO/SNG/dtd 4.10.19

Copy forwarded to the District Informatics Officer, NIC, Sundargarh for information & necessary action. He is requested to upload the details term & conditions & item list & publish the same in the district website.

  
Chief District Medical & Public Health Officer,  
Sundargarh

Memo No 5271 /CDM&PHO/SNG/dtd 4.10.19

Copy forwarded to the Dy. Director (Advertisement)-Cum-Secretary to Govt. 1 & P.R. Department, Odisha, Bhubaneswar for favour of information and necessary action. He is requested to publish the above advertisement as mentioned on the table.

  
Chief District Medical & Public Health Officer,  
Sundargarh.

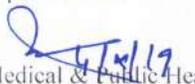
Memo No 5272 /CDM&PHO/SNG/dtd 4.10.19

Copy submitted to the Collector & District Magistrate, Sundargarh for favour of kind information and necessary action.

  
Chief District Medical & Public Health Officer,  
Sundargarh.

Memo No 5273 /CDM&PHO/SNG/dtd 4.10.19

Copy to Notice Board of CDM&PHO/DHH, Sundargarh for wide publication.

  
Chief District Medical & Public Health Officer,  
Sundargarh.

**Tender For**  
**“TRUENAT/TRUELAB (PCR Analyzer with Cartridge)”**

Tender Enquiry No.	2019/CDM&PHO
NIT Issue Date	2019
Last Date of Submission	at 5:00 PM
EMD	20,000/-
Tender Cost	2100/-

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

**SUNDARGARH**

Tele: 06622-272171

Email: [dtoorsun@rntcp.org](mailto:dtoorsun@rntcp.org).

Govt. Portal: [www.sundargarh.nic.in](http://www.sundargarh.nic.in)



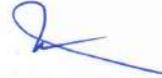
**TENDER DOCUMENT**

**"SUPPLY OF TRUENAT/TRUELAB (PCR Analyzer with Cartridge)FOR RNTCP-DHH,  
SUNDARGARH"**

Sealed tenders are invited under two-bid system from reputed and experienced bidders on behalf of the CDM & PHO, Sundargarh for Supply of **TRUENAT/TRUELAB (PCR Analyzer with Cartridge)**.

The interested bidders are required to submit their technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed i.e "Tender for supply of TRUENAT/TRUELAB (PCR Analyzer with Cartridge)for RNTCP-DHH, Sundargarh" and should reach at the office of "the CDM &PHO, Sundargarh" before 05:00 PM on or before 24/10/19. The technical bids shall be opened on dt. 25/10/19 at 11:00 hrs at office of the CDM & PHO, Sundargarh. In the event of any of the above mentioned date being declared as a holiday/closing day, the tenders will be opened on the next working day at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from the website [www.sundargarh.nic.in](http://www.sundargarh.nic.in). Those who download the tender document from the website should enclose an additional DD/Pay Order for 2100/- (Rupees Two Thousand One Hundred only) (non-refundable) in favour of CDM & PHO, Sundargarh payable at Sundargarh along with their tender bid in the Cover-I "Technical Bid" and the bid security (EMD) of Rs.20,000/- (Rupees Twenty Thousand only) should be paid by Demand Draft/FD/BG in favour of "CDM & PHO, ZSS DMF A/C Sundargarh payable at Sundargarh. The Tender Enquiry Documents are not transferable. Any future clarification and/or corrigendum(s) shall be communicated through website: [www.sundargarh.nic.in](http://www.sundargarh.nic.in)



**Chapter-I Contract Form**

**TENDER FORM -1-TECHNICAL INFORMATION AND UNDERTAKING**

(Tenderer may use separate sheet wherever required)  
(In separate sealed Cover-I super scribed as "Technical Bid")

Sl no	Description	Document Required	Document Supplied (Yes/No)	Reference provide Reference page No.
1.	Name & Address of Tenderer with phone number, email, name and telephone/mobile	Mention in Letter head		
2	Specify you are Company / Proprietorship / Partnership of firm	Mention in Letter head		
3	Specify your firm/company is a authorized dealer / distributor / Agency	Mention in Letter head		
4	Name, Address & designation of the Authorized person for signing the bid documents.(Authorization Letter)	Mention in Letter head		
5	Tenderer must provide evidence of having supplied government organization reputed privet organizations in india supply equipment instrument in the last three years.	<ul style="list-style-type: none"><li>• Copy of the all the supply orders</li><li>• Satisfaction certificates (along with contact details) from any government/ reputed private organizations</li></ul>		
6	The Average annual turnover in the last three 1) manufacturer should have 5 crore. 2) Bidder should have 1.5 crore .	Copies of authenticated balance sheet for the past three financial years		
7	A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.	Undertaking <b>authorization letter</b>		
8	Permanent Account Number	Copy of the PAN Card		
9	Please attach copy of last three years of Income Tax Return			
10	GST Certificate	Copy of Certificate		
11	Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped	Please sign each page of terms& conditions as token of acceptance and submit as part of tender document with technical bid.		



		Otherwise your tender will be rejected.		
12	Product & manufacturer quality standards:-	<ul style="list-style-type: none"> <li>• Manufacturer should ISO 13485 certified</li> <li>• Quoted model should CE (as per IVD) or USFDA approved.</li> <li>• Should meet the electrical safety standard of IEC/EN 601010.</li> </ul>		
13	Please submit a notarized affidavit on Indian Non judicial stamp paper 100/- that no case is pending with the police against the Proprietor / firm / Partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm black listed by any organization			
14	Details of the FDR/DD/BG of bid security (EMD) & 20,000/-	FDR/DD/BG No: Date: Payable at:-		
15	Detail of cost of Tender for 2,100/- (downloaded from website)	FDR/DD/BG No: Date: Payable at:-		

**Note:**

- iii. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- iv. In case of non-fulfillment of any of the above information/ document(s), the tender will be summarily rejected without giving any notice.



		Otherwise your tender will be rejected.		
12	Product & manufacturer quality standards:-	<ul style="list-style-type: none"> <li>• Manufacturer should ISO 13485 certified</li> <li>• Quoted model should CE (as per IVD) or USFDA approved.</li> <li>• Should meet the electrical safety standard of IEC/EN 601010.</li> </ul>		
13	Please submit a notarized affidavit on Indian Non judicial stamp paper 100/- that no case is pending with the police against the Proprietor / firm / Partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm black listed by any organization			
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**Note:**

- iii. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- iv. In case of non-fulfillment of any of the above information/ document(s), the tender will be summarily rejected without giving any notice.



**FINANCIAL BID**

( In sealed Cover-II super scribed "Financial Bid")

S. No.	Item Description	Qty.	Unit Price in INR		Custom Duty in INR (if applicable)		Taxes (if applicable) GST in INR		Service Tax ( if applicable ) in INR		Total Unit Price (including all Taxes)		Total Price of ( Unit Price * Quantity)	
			Figures	Words	Figures	Words	Figures	Words	Figures	Words	Figures	Words	Figures	Words
1	TRUENAT/TRUELAB (PCR Analyzer),1,2 & 4 Channel may be quoted.	1												
2	Cartridge	1												
AMC Total for Five years (Details is to be mentied in separate Table)														
<b>Grand Total*</b>														

The grand total\* will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

Date:

SIGNATURE WITH NAME  
AND SEAL



**PRICESCHEDULEFORANNUALMAINTENANCECONTRACT(A.M.C)**  
**AFTER EXPIRY OF WARRANTY**  
**(RATES SHOULD BE QUOTED IN INDIAN RUPEES ONLY)**

Sr No	SME Code No.	Name of the Equipment	For sixth year with spare parts & labour	For seventh year with spare parts & labour	For eighth year with spare parts & labour	For ninth year with spare parts & labour	For Tenth year with spare parts & labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Place:

Date:

Signature  
Name in capital letters  
Designation

**SPECIAL CONDITIONS**

1. The bidders should submit the relevant certificates/ evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidders should also submit a certificate from the relevant authority as to the quality of the equipment.
3. The bidder should not have been blacklisted before.
4. The bidders shall also arrange for the demonstration of their equipment to the concerned committee regarding the quality aspect.



**Declaration by the Bidder:**

3. This is to certify that I/We before signing this tender have read and carefully understood all the terms and conditions contained in tender document regarding terms & condition of the contract, rules regarding purchase of TRUENAT/TRUELAB (PCR Analyzer with Cartridge). I/we agree to abide them.

4. No other charges would be payable by client and there would be no increase in rates during the Contract period.

Place.....

(Signature of Bidder with seal)

Date:.....

Name:-Seal:-

Address:



**“TRUENAT/TRUELAB (PCR Analyzer with Cartridge)FOR RNTCP-DHH,  
SUNDARGARH”  
Specifications**

SL NO.	Name of the Items	Specification	
1	<b>TRUENAT (Chip -Based Real time PCR test for Rifampicin resistant Mycobacterium Tuberculosis)</b>	Pack Size : 1/5/20/50/100 T Shelf Life : 12 Months Micro PCR chips pre-loaded with dried down bomix comprising oligonucleotides (primers and probes specific to wild type rpoB gene of Mycobacterium tuberculosis, which covers mutation prone regions of rpoB gene specific for rifampicin resistance and internal control for temperature correction), dNTPs, DNA polymerase in proprietary buffer and sealed with inert polymer.	
	Sample pre -treatment pack for MTB samples	Pack size : 1/5/20//50/100 T Shelf Life : 24 months 1. Liquefaction Reagent in proprietary buffer. 2. Lysis Reagent in proprietary buffer. 3. Disposable graduated transfer pipette.	
2	<b>TRUE NAT (Chip -based Real Time PCR test for Mycobacterium Tuberculosis)</b>	Pack Size : 1/5/20/50/100 T Shelf Life : 12 Months Micro PCR chips pre-loaded with dried down bomix comprising oligonucleotides (primers and probes specific to ribonucleoside- diphosphate reductase gene and insertion sequence (IS6110) tuberculosis and internal control DNA) dNTPs, DNA polymerase in proprietary buffer and sealed with inert polymer. of Mycobacterium	
	Sample pre -treatment pack for MTB Samples	Pack size : 1/5/20//50/100 T Shelf Life : 24 months 1. Liquefaction Reagent in proprietary buffer. 2. Lysis Reagent in proprietary buffer. 3. Disposable graduated transfer pipette.	
3	<b>TRUELAB (Real-Time quantitative micro PCR Analyzer (Single Channel))</b>	<b>Principle</b>	Patented real-time micro PCR
		<b>Optics</b>	Fluorescence, Three Wavelength
		<b>Speed</b>	40 cycles of PCR/35 minutes
		<b>Throughput</b>	1 chip at a time
		<b>Interface</b>	Wi-Fi, 3G, Bluetooth
		<b>Calibration</b>	Auto-calibration
		<b>Memory</b>	20,000 test results
		<b>Operating environment</b>	Temperature: 15-40°C, RH: 10-80 %
		<b>Display</b>	Capacitive 5" Touch Screen
<b>Printer</b>	External 2" Bluetooth Thermal Printer		

		<b>Power</b>	Rechargeable Lithium Ion Battery Pack: 7.4V; 8.7 Ah Input to AC/DC adaptor: Single Phase 100-240V; 50/60HZ; 1500 mA Output from AC/DC adaptor: 10 V; 4500MA; 45VA If the input specifications in your country do not meet the above requirements, please contact your local Molbio representative.
	<b>Auto-Specifications-Extraction Device</b>	<b>Weight</b>	1.5 kgs
		<b>Size</b>	248 mm x 185 mm x 112 mm
		<b>Principle :</b>	Proprietary matrix-based extraction
		<b>Operation :</b>	Fully Automatic
		<b>Display Screen :</b>	2 line alphanumeric LCD
		<b>Power :</b>	Rechargeable Lithium Ion Battery Pack 7.4 V, 11.6 Ah External AC/DC adaptor: Input 1.5A, 100/240V, 50/60 Hz Output 10V, 4.5A
		<b>Weight :</b>	10/1/20192.9 kgs
		<b>Size :</b>	215 x 235 x 115 mm
		<b>Software:</b>	Proprietary firmware
		<b>Operating environment :</b>	Temperature 15-45°C, RH: 10-90%
4	<b>TRUELAB (Real-Time quantitative micro PCR Analyzer (Two Channel))</b>	<b>Principle</b>	Patented real-time micro PCR
		<b>Optics</b>	Fluorescence, Three Wavelength
		<b>Speed Throughput</b>	40 cycles of PCR/35 minutes 2 chip-Random access
		<b>Interface</b>	Wi-Fi, 3G, Bluetooth
		<b>Calibration</b>	Auto-calibration
		<b>Memory</b>	20,000 test results
		<b>Operating environment</b>	Temperature: 15-40°C, RH: 10-80 %
		<b>Display</b>	Capacitive 5" Touch Screen
		<b>Printer</b>	External 2" Bluetooth Thermal Printer
		<b>Power</b>	Rechargeable Lithium Ion Battery Pack: 7.4V; 8.7 Ah Input to AC/DC adaptor: Single Phase 100-240V; 50/60HZ; 1500 mA Output from AC/DC adaptor: 10 V; 5500MA; 55VA If the input specifications in your country do not meet the above requirements, please contact your local Molbio representative.
		<b>Weight</b>	3.6 kgs
		<b>Size</b>	240 mm x 242 mm x 159 mm

Auto-Specifications-Extraction Device	Principle :	Proprietary matrix-based extraction
	Operation :	Fully Automatic
	Display Screen :	2 line alphanumeric LCD
	Power :	Rechargeable Lithium Ion Battery Pack 7.4 V, 11.6 Ah External AC/DC adaptor: Input 1.5A, 100/240V, 50/60 Hz Output 10V, 4.5A
	Weight :	10/1/20192.9 kgs
	Size :	215 x 235 x 115 mm
	Software:	Proprietary firmware
	Operating environment :	Temperature 15-45°C, RH: 10-90%
TRUE LAB (Real-Time quantitative micro PCR Analyzer (Four Channel)	Principle	Patented real-time micro PCR
	Optics	Fluorescence, Three Wavelength
	Speed	40 cycles of PCR/35 minutes
	Throughput	4 chip-Random access
	Interface	Wi-Fi, 3G, Bluetooth
	Calibration	Auto-calibration
	Memory	20,000 test results
	Operating environment	Temperature: 15-40°C, RH: 10-80 %
	Display	Capacitive 5" Touch Screen
	Printer	External 2" Bluetooth Thermal Printer
	Power	Rechargeable Lithium Ion Battery Pack: 7.4V; 8.7 Ah Input to AC/DC adaptor: Single Phase 100-240V; 50/60HZ; 1500 mA Output from AC/DC adaptor: 10 V; 5500MA; 55VA If the input specifications in your country do not meet the above requirements, please contact your local Molbio representative.
	Weight	5.2 kgs
	Size	400 mm x 242 mm x 159 mm
Auto-Specifications-Extraction Device	Principle :	Proprietary matrix-based extraction
	Operation :	Fully Automatic
	Display Screen :	2 line alphanumeric LCD
	Power :	Rechargeable Lithium Ion Battery Pack 7.4 V, 11.6 Ah External AC/DC adaptor: Input 1.5A, 100/240V, 50/60 Hz Output 10V, 4.5A
	Weight :	10/1/20192.9 kgs
	Size :	215 x 235 x 115 mm

5

	<b>Software:</b>	<i>Proprietary firmware</i>
	<b>Operating environment :</b>	<i>Temperature 15-45°C, RH: 10-90%</i>



**"TRUENAT/TRUELAB (PCR Analyzer with Cartridge)"**

**Terms & Conditions**

**Subject:** Notice Inviting Tender for Supply of TRUENAT/TRUELAB (PCR Analyzer with Cartridge)

**20. Earnest Money:**

Earnest money by means of Rs.20,000/- (Rupees Forty two Thousand only) should be enclosed with the tender (Technical Bid). It is also clarified that the tender received without earnest money will be summarily rejected. The pay Order/DD/BG/FD may be prepared in the name of "CDM & PHO,ZSS, DMF A/C Sundargarh".

- a) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the ministry in respect of any previous work will be trained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall liable against the DHH in respect of erosion in the value or interest on the amount of EMD.

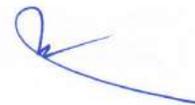
**21. Preparation and Submission of Tender:**

- The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate envelopes "Technical Bid for Supply of **TRUENAT/TRUELAB (PCR Analyzer with Cartridge)** and "Financial Bid for Supply of **TRUENAT/TRUELAB (PCR Analyzer with Cartridge)**". Both Sealed Envelopes should be kept in a main/ bigger envelope super seribed as "**Tender for Supply of TRUENAT/TRUELAB (PCR Analyzer with Cartridge)**"
- Tender shall be rejected if the copy of sales tax registration certificate (now called as GST) is not furnished. Firm shall furnish certificate on their firm's letterhead stating that up to date returns have been filed and there are no dues with the concerned department. Firm will also submit the copies of such returns (latest) submitted to the department of trade & taxes.
- Hand written tender shall be accepted at bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.
- All the equipment quoted should be supplied along with the original catalogue with detailed data sheet.

**22. Signing of Tender:**

All the duly filled/completed/pages of the tender should be given serial /page number on each page and signed. The individual signing the tender or other documents connected with contract must specify whether he sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.



**N.B.**

In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

- a) In the case of partnerships firm, where no the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
- b) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, the CDM&PHO, Sundargarh may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- c) The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER.

**23. Opening of Tender:**

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

**24 Validity of the bids:**

The bids shall be valid for a period of 365 days from the date of finalization of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

**25 Right of acceptance:**

The CDM&PHO, Sundargarh reserve the right to accept or reject any or all tenders /quotations without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender. The CDM&PHO, Sundargarh also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

**26 Communication of Acceptance/Right of Acceptance:**

The CDM&PHO, Sundargarh reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation/tender.

**27. Performance Security:**

The successful bidders has to constitute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) and also required to furnish the security deposit @ 2%



of contract value in the form of FDR/DD/BG of any Schedules bank in favour of CDM & PHO, ZSS, DMF A/C, Sundargarh & payable at Sundargarh only. Validity of Performance Security Deposit will be 60 days beyond the completion of all contract obligations (including warranty period). If the successful bidder fails to furnish the full security deposit or within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by CDM&PHO, Sundargarh. After completion of warranty period a fresh BG/DD/FDR of 2% of AMC cost will be submitted by the supplier for performance security against AMC validity of this new **BG/DD/FDR will be 60 days beyond AMC period**. After submission of new security deposit, old security deposit will be released.

#### **28 Delivery & Installation:**

The successful bidders should supply the complete vehicle within 4 to 6 weeks from the date of supply order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter.

#### **10. Inspecting, Testing and Quality control**

- I. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- II. The Inspector shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/ inspection authority in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re- inspection.
- III. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind, which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector that, the Supplier has failed to provide the facilities and the means for test and examination shall be final.
- IV. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests
- V. The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector
- VI. Goods accepted by the purchaser/CDM&PHO, Sundargarh and/or its inspector at initial inspection and in final inspection in terms of the contract should in no way dilute purchaser/CDM&PHO, Sundargarh right to reject the same later



- VII. The Purchaser's/Inspector reserve the right to inspect the material after receiving the finished goods at destination. All the supplies shall be accompanied with the manufacturer's certificate that the material conforms to the specifications. Further to above if on the goods being rejected by the Inspector or CDM&PHO, Sundargarh at the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery the Purchaser shall be at liberty to:
- a) Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, replaced goods but without being entitled to any extra payment on that or any other account
  - b) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchase, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or
  - c) Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.
  - d) The Inspector shall have the power:-
    - Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
    - To reject any goods submitted as not being accordance with particulars.
    - To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory
    - To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work however if goods are accepted all cost incurred shall be borne by the Purchaser.
    - Inspector's decision as regards the rejection shall be final and binding Supplier.

**29.warantee, Service, Maintenance:**

**C. Warrantee.**

The tenderers must quote for 2 years onsite **warrantee** from the date of completion of the satisfactory installation as certified by the stipulated committee. The warrantee charges **shall not** be quoted separately otherwise the offer shall be summarily rejected. Also the Bidders should submit their quote for subsequent 5 years on site AMC. Failure to comply this condition will entail the rejection of the Bids. The price comparison shall be made taking into account on basic price and post warranty AMC. The Rate Contracting Authority reserves theright to award AMC (without spare parts). So the price of AMC should be quoted accordingto Rhe cost of equipment. The amount of AMC would be released to the supplier on successful completion of the maintenance of that particular yearduly certified by the user department.



#### **D. Service**

The supplier will ensure regular maintenance service by the appropriate engineer having the technical know-how of the equipment. The supplier shall also ensure the presence of resident engineer in the geographical location of this city of Odisha so that he attends the call without loss of time.

#### **30. Liquidated Damages:**

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price. Once maximum 10 % of value of delayed supply is reached, Purchaser may consider termination of the tender.

#### **31. FORCE MAJEURE**

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days RGH, Rourkela party may, at least option to terminate the contract

#### **32. Insolvency etc.:**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified RGH, Rourkela shall have the power to terminate the contract without any prior notice.

#### **33. Breach of Terms and Conditions:**

In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel the work order/job without assigning any reason. Thereof and nothing will be payable by CDM & PHO, DHI, Sundargarh. In that event the security deposit shall also stand forfeited.

#### **34. Subletting of Work:**

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of DHH, Sundargarh, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

#### **35. Right to call upon information regarding status of work :**

The CDM & PHO, DHH, Sundargarh will have the right to call upon information regarding status of work/job at any point of time. 36 Terms of payment: 90% payment against receipt and acceptance of material by consignee & balancing 10% of the amount shall be released after the successful commissioning of the vehicle. No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

**37. Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision of Sole Arbitrator to be appointed by the CDM&PHO, Sundargarh. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

**38. Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in DHH Sundargarh and all obligations hereunder shall be deemed to be located at DHH, Sundargarh and Court within Sundargarh will have Jurisdiction to the exclusion of other courts.

