



**ZIQITZA HEALTH CARE LIMITED**

**Tender for Medical Equipment's of Boat Ambulances**

Ziqitza Health Care Limited  
23<sup>rd</sup> Floor, Sunshine Tower  
Senapati Bapat Marg,  
Dadar west, Mumbai-400013

[Email: contactus@zhl.in](mailto:contactus@zhl.in)

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### **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of Ziqitza Health Care Limited (ZHL), or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided

This RFP document is not an agreement and is not an offer or invitation by the ZHL or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for ZHL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. ZHL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

ZHL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## ZHL- Tender Document- 003- August 14, 2019

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### SECTION 1 NOTICE INVITING TENDER

Sealed Tenders are invited by Ziqitza Healthcare Limited (ZHL) on behalf of Department of Health and Family Welfare, Government of Odisha, from the registered bodies for fitment of medical equipment's as per detailed specifications enclosed.

Tender No and Date	ZHL RFP 003- dated 14 <sup>th</sup> August 2019
<b>Items to be procured</b>	<b>Medical Equipment for Boat Ambulance</b>
Date and time of Pre-bid meeting	22 <sup>nd</sup> August 2019, 11:00 AM
Last date of sale of tender paper	24 <sup>th</sup> August 2019, 5:00 PM
Date and Time for Submission of Tender Documents	7 <sup>th</sup> September 2019, 5:00 PM
Date and Time of Opening of Technical Bid	12 <sup>th</sup> September 2019, 11:00 AM
Date and Time of Technical Presentation	12 <sup>th</sup> September 2019, 11:00 AM
Date of opening of Financial Bid	13 <sup>th</sup> September 2019, 11:00 AM
Venue for Submission of Tender Documents	Ziqitza Health Care Limited, Plot No 288, Satya Nagar, Bhubaneswar, Khurdha, Odisha-751007

The RFP document can be downloaded from [www.zhl.org.in](http://www.zhl.org.in) up to 24<sup>th</sup> August 17:00 Hrs on 2019.

**SECTION 2 ELIGIBILITY CRITERIA**

- a. Bidder must be having 3 years experience of manufacturing/ Supply of Medical Equipment.
- b. The bidder must attach audited accounts or certificate duly certified by Chartered Accountant for last three financial years as supporting documents
- c. The bidder shall have registration from the GST sales authorities.
- d. The bidder should not have been blacklisted by any State or Central Govt. Institutions or supply/maintenance, malpractices, cheating or any other related issues.
- e. Subsequent to finalization of agreement, request for change of price or extension of delivery time will not be accepted.

## SECTIONS 3 INSTRUCTIONS TO BIDDERS

### 1. Technical Bid, i.e Cover 'A'

Prequalification Cover:

The bidder shall furnish, along with the bid, the following in a separate cover, hereinafter called Cover 'A'

- a. Earnest Money Deposit of Rs. 1 Lacs (Rupee One Lac), in form of Demand Draft/ Bankers cheque/ Bank Guarantee in favour of Ziqitza Health Care Limited payable at Bhubaneswar. EMD submitted in any other form or bids without EMD shall not be accepted. The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or fails to deposit the performance security within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. If any Company is specifically exempted from furnishing EMD under any statute/guideline/notification, the copy of the same should be provided along with the bid documents. Please note that NSIC certificates will be accepted also.
- b. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the tender.
- c. Duly filled in formats as per section 7. All formats should be signed by the authorized signatory with name, designation and stamp of the company.
- d. Details of branding work during the last three years with summary of Purchase orders and performance certificates issued by clients in the specified format.
- e. Items work supplied to Govt. institutions etc if any for the last three years with copies of Purchase order and Performance certificates are to be separately highlighted.
- f. Authorization like Power of Attorney or Resolution of the board for the office of the company who have signed the tender document and the bid
- g. Undertaking in the form attached confirming acceptance of all terms and conditions of the tender including special conditions
- h. Authorization from the manufacturer for the items quotes at least for major Medical Equipments mentioned in Section 6, Sr. no 1,2,8,25,26 & 27.
- i. Catalogue, literature and schematic diagrams (wherever applicable) of the items quoted.

Comprehensive Annual Maintenance Contract (CMC):

The supplier shall quote the amounts for the Comprehensive Annual Maintenance of the equipment supplied separately, after expiry of Standard Company Warranty, for a further period so as to cover the equipment for a total of 5 years, in the price bid.

- j. The bidders will have to attach a presentation with the technical presentation and cover the following topics:

1. Brief Company profile, local presence, associates, major clients & projects etc.
2. Experience and capabilities of conducting similar assignments
3. Understanding of assignment along with methodology indicating broad scope of work and road lamp.
4. Proposed Key Personnel along with Team Leader and Manpower commitment

The commercial bids of bidders who are successful in Technical Evaluation only would be considered.

### **2. Commercial Bid i.e Cover 'B'**

Bid shall be type written and correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid shall also be duly attested.

The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, GST, Freight, Insurance, Installation / Commissioning/All other taxes if any and Standard Warranty. The Comprehensive maintenance for the balance period (should total to five years), should be given clearly giving the breakup of the cost. The landed price per unit including standard warranty and all taxes and duties shall be the criteria for determining the L1 rate.

However the order will be placed only for the cost of the equipment. For CMC the rates will be frozen and the bidders will enter into CMC separately with the Service Provider before the expiry of standard warranty

Each page of the price bid shall be duly signed by the bidder with official seal.

The Cover 'A' and Cover 'B' shall be separately sealed and both these covers shall be put in another sealed cover super scribed as "TENDER FOR FITMENT OF MEDICAL EQUIPMENTS" (TENDER NO. \_\_\_\_\_) DUE AT \_\_\_\_\_ HRS ON \_\_\_\_\_ & ADDRESSED TO

Chief Executive Officer  
Ziqitza Health Care Limited  
Bhubaneswar

Cover 'A' i.e. Technical Bids shall be opened at Bhubaneswar or other place intimated, on the date and time specified in presence of the intending bidders or their authorized representatives.

Cover 'B' i.e. the Price Bids of the bidders who meet the eligibility criteria, evaluated based on the details furnished in Cover 'A' shall be opened on the date and time mentioned in the NIT.

**Bid documents that do not provide complete information and / or that are submitted after the above specified time shall be rejected.**

Bidder should quote their prices in the scheduled format supplied in this tender form giving the breakup of prices. Tenders received in any other form will not be entertained.

Bidder should sign the certificate provided in the tender form "that they have read and understood, all the Terms and Conditions stipulated for in the Tender and are willing to abide by these tender terms and conditions", before submitting the tender document. Tenders submitted without the Signed declaration certificate will be considered incomplete and will not be considered.

### **3. Validity of the Tender:**

The bid prices quoted shall remain valid for a period of one year from the date of award.

### **4. Performance Security Deposit:**

The successful bidder ,within 7 days of receipt of Purchase order shall be required to submit Performance Security Deposit of 10% of the order value in the form of Bank Guarantee in favour of the Service Provider. Earnest Money Deposit of the successful bidder shall be returned after furnishing the Performance Security. The Performance Security shall be returned to the suppliers on successful completion of contract after the expiry of the period covered under comprehensive onsite warranty and submission of performance security in the name of the Service Provider for an amount equal to 5 % of the Bid Amount for Comprehensive Maintenance Contract.

Performance security for the maintenance contract for balance 2 years (5 % of the total bid amount) must be submitted to service provider prior to 90 days of expiry of standard warranty period. If performance security for annual maintenance is not submitted prior to 30 days of expiry of standard warranty period, then service provider holds right to revoke the 10% security deposit given at the time of issuing purchase order.

### **Technical evaluation and Eligibility Criteria**

Technical evaluation and Eligibility Criteria of all bidders who submit the technical and financial within the tender submission time will be done by the Technical Committee



constituted by the Service Provider and the Purchaser. All qualified bidders' financial bids will be opened.

**The L1 will be decided based as per below table.**

Name of the vendor	Medical equipment cost per ambulance for Boat (1)	Total CMC Cost per ambulance for Boat (2)

**L1 to be decided based on least cost as per formulae mentioned below:**

$$(1)*06 + (2)*06$$

As this project by the Govt. of Odisha is related to emergency patients hence public safety is of utmost priority. Considering the nature of the service, it is mandatory to ensure that the material used for medical equipment is of highest quality, keeping in view safety from fire or foreign particle considered dangerous to patient safety on highest priority. In view of the above any bidder against whom there is any adverse remarks / reports / information which has been notified in Govt records or otherwise related to such hazards as notified above, but not limited to the above alone, will not be eligible to bid for the Project.

The Bidders will have to make a presentation which should be attached with the technical presentation and cover the following topics:

1. Brief Company profile, local presence, associates, major clients & projects etc.
2. Experience and capabilities of conducting similar assignments
3. Understanding of assignment along with methodology indicating broad scope of work and road map.
4. Proposed Key Personnel along with Team Leader and Manpower commitment.

The commercial bids of bidders who are successful in Technical Evaluation only would be considered.

**The decision of the Technical Committee would be final. The L1 would give one sample of each model and get it approved before supplying the balance medical equipments.**

## 5. Motion Tolerance Clause

The product should also withstand the vibrations and motion during movement of the boat ambulance, besides vigorousness of the rough roads in village conditions. In monitoring parameters the values indicated should not vary in spite of the vibrations in ambulance in rough conditions. The vendor shall facilitate in-process and / or Pre-delivery inspection by the Representatives of the Purchaser, as and when, the same is required by the Purchaser.

## 6. Definition

“Service Provider” means:

Ziqitza Health Care Limited having its office at  
7<sup>th</sup> Floor IDCO Tower, Janpath Road,  
Bhubaneswar- 751007

“Purchaser” means Department of Health and Family Welfare, Government of Odisha.

“Supplier” means Successful Bidder(s), to whom the contract is awarded.

“Bidder” means those who submit the bid.

## 7. General Instructions to Bidders

i. An Affidavit to the effect is to be submitted by the bidder that it has not been blacklisted in the past by any of the state Government across the country and Government of India.

ii. The bidder to inform himself fully. The bidder shall be deemed to have been satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/question in writing to [contactus@zhl.in](mailto:contactus@zhl.in)

iii. Clarification of Bidding Documents

Issues relating to the project and received in writing before 7 days from the bid submission due date will be scrutinized and clarified by e-mail. Queries received after this deadline will not be entertained. All clarifications shall be posted on the website. Queries to be sent to ZHL. However, at any time prior to the date for submission of RFP. ZHL may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the RFP document by issuance of addenda and convey to the persons who have purchased the RFP document. The addenda would also be placed on the website-[www.zhl.org.in](http://www.zhl.org.in). Such addenda will become an integral part of the RFP document.

iv. Cost of the RFP Document

The cost of The Cost of the RFP Document – Rs 20,000 + GST should be remitted by way of a Demand Draft/Bankers' cheque payable in favour of Ziqitza Health Care Limited along with the bid documents.

v. Incomplete Proposals in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.

vi. Strict adherence to formats, wherever specified, is required.

vii. All communication and information should be provided in writing and in English language.

viii. All communication and information provided should be legible. The financial proposals given in figures should be mentioned in words also

ix. No change in/or supplementary information shall be accepted once the Proposal is submitted. However, ZHL reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by ZHL may be a ground for rejecting the RFP.

x. The Proposals shall be evaluated as per the selection criteria specified in this RFP Document.

xi. Consortium Bidding is allowed. The lead partner should meet the eligibility criteria alone.

xii. The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorized to represent the Bidder in its dealings with ZHL. This designated person should hold a valid Power of Attorney/Board Resolution and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the authorized Signatory and shall bear the stamp of the firm/consortium

xiii. ZHL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever.

xiv. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. ZHL reserves the right to vet and verify any or all information submitted by the Bidder.

xv. If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by ZHL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will

be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of ZHL if adequately satisfied

xvi. The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process. ZHL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process

xvii. The Bidder shall seal the Technical Proposal and the Financial Offer separately in two envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL". These envelopes shall than be sealed in single outer envelope.

- a. The Bidder shall prepare (1) one original and (1) one copy of the Proposal, clearly marked "ORIGINAL" and "COPY" respectively. In the event of any discrepancy between the original and the copy, the original shall prevail.
- b. The Proposal, both the original and the copy shall be typed or written in indelible ink and an authorized signatory of the Bidder or Individual, as applicable shall initial each page. Each page should be duly page numbered and an index of the contents should also be made on the first page. The person(s) signing the Proposal shall also initial all the alterations, omissions, additions, or any other amendments made to the proposal.
- c. The index needs to be given listing all the documents in the proposal
- d. Earnest Money/Security deposit is for due performance of the contract. It can be forfeited by the ZHL in the following circumstances-
  - i. When any terms or conditions of the agreement are infringed.
  - ii. When the supplier fails in providing the services satisfactorily.
  - iii. Notice will be given to the bidder with reasonable time before the earnest money/security deposit is forfeited.
- e. A copy of the RFP Document with all corrigendum issued (if any) sealed and signed in all pages by the applicant to be attached in the bid documents.

**SECTION 4- GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. Standards**

The goods supplied under this contract shall confirm to the standards/specifications prescribed in this document.

**2. Patent Rights**

The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

**3. Inspection and Test**

Pre- delivery inspection of all the medical equipment will be done as per ZHL notification. ZHL shall be allowed unrestricted access for inspection during business hours. The final inspection will be done at Bhubaneswar, Odisha the designated delivery site.

**4. Delivery**

- a. Delivery of the goods and services shall be made in accordance with the terms of this RFP and the actual delivery schedule given in the Purchase Order.
- b. All technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Suppliers at no extra cost.

**5. Training (Where required)**

The Supplier shall provide training for the maintenance staff of the Service Provider free of cost where required with all training materials and documents.

**6. Incidental Services (Where required)**

The supplier may be required to provide all or any of the following services.

- a. Performance or supervision of on-site assembly and/ or start-up of the supplied goods;
- b. Furnishing of tools required for assembly and/or maintenance of supplied goods;

## 7. Warranty

The supplier warrants that:

- a. The manufacturer should provide onsite standard company warranty of at last three year against any defect in Medical equipment.
- b. All complaints regarding the equipment should be attended to within 24 hours in city locations and 48 hours in remote location. Otherwise penalty is applicable as per details given in this document. Adequate back-up should be provided so as to meet the parameters. The goods supplied shall be new and free of all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials ordered.
- c. The Supplier shall be responsible for any defects that may develop under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of materials to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Service Provider who shall state the defect in writing. This warranty including the CMC shall survive inspection or payment for/and acceptance of the goods, but shall expire (except in respect of complaints notified prior to such date) 36 months after the delivery of the material.
- d. If any defect is not remedied by the Supplier within a reasonable time, the Service Provider may proceed to get the defects remedied from other Supplier etc at the Suppliers risk and expense, but without prejudice to any other defects which the Service Provider may have against the Supplier in respect of such defects.
- e. Replacement under the warranty clause shall be made by the Supplier free of all charges.

## 8. Payment Terms

100% Payment shall be made by the Service Provider to the vendor on delivery, inspection, installation and commissioning wherever applicable, of the stores.

The following documents have to be submitted to the service provider for claiming the payment

- i. Invoice clearly indicating the break up details of composite price i.e. Basic price, GST as applicable or any other duties and taxes, Freight/Packing Charges, Insurance, etc if any.

ii. Delivery Challan

iii. Goods carrier receipt

## 9. Prices

- a. The Supplier shall not charge higher than the prices quoted in the bid for the goods delivered and services performed.
- b. In case of variation in taxes and duties during the scheduled delivery period, the Service Provider shall revise the prices as per new duties and taxes for the supplies to be made during the remaining delivery period as per terms and conditions of purchase order.
- c. The price offered in the tender should be inclusive of all costs and taxes, including transit insurance, freight and other logistic charges for delivery at Bhubaneswar, Odisha.
- d. The name of the Purchaser and the name of the consignee along with the quantity to be delivered and the schedule of delivery will be given on the Purchase Order for the purpose of invoicing of the consignment. There may be a slight variation in the actual quantities, items ordered as compared to the quantities and items mentioned in the RFP and the bid prices will hold good for the increase/decrease in quantity.
- e. The bidder must provide details of each medical equipment and the price quoted separately.
- f. No dealer/ wholesaler/ purchaser can sell any items for a price more than the MRP.

## 10. Liquidated Damages

If the Supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the Service Provider, without prejudice to other remedies available to the Service Provider shall be entitled to recover Rs. 500 per ambulance per day for every day of default.

Penalty on warranty service repairs

All the complaints to be attended within maximum time of 24 hours in city and 48 hours in rural area from the date of receipt of complaint. If not attended, the Bidder will be liable for a penalty of Rs 200 per day per ambulance.

**11. Standards and Quality Assurance for Supply-**

- a. Bidders need to provide European CE/ US FDA or BIS marked Certification goods.
- b. All products must confirm to all the specifications contain herein with respect to the International/Indian Standard codes given. Where CE or ISI Certification goods available, procurement shall generally be limited to goods with those or equivalent certification/markings/standards only.
- c. Alternatively if the Goods have Certification / marks / standards recognized in the country of origin of goods it would stand good for compliance with this provision.
- d. Where reference is made in the Technical Specification to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest and current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract where such standards and codes are national or relate to a particular Country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

**12. 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.

ZHL reserves the right to procure the equipment or instrument separately, if the price of the particular item is found to be unreasonable and exorbitant.

**13. Force Majeure**

Notwithstanding the provisions of Termination for Default and Penalty clauses, the Supplier shall not be liable for forfeiture of its Security Deposit, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure.

Force Majeure shall mean and be limited to the following:

- a. War / hostilities
- b. Restriction imposed by the Government or other statutory bodies which prevents or delays the extension of the order by the supplier.



#### **14. Termination**

The Service Provider may terminate the contract for any reason by giving the Supplier notice of termination. Upon receipt of the notice of termination, the Supplier shall either immediately or upon the date specified in the notice of termination, cease all further work except for such as the Purchaser may specify in the notice of termination. In the event of termination of the Contract, the Purchaser shall only pay to the Supplier the Price for the parts executed by the Supplier as of the date of termination.

The Service Provider may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.

The Service Provider may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part,

If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, or any extension thereof granted by the Service Provider; If the Supplier fails to perform any other obligation(s) under the Contract; and If the Supplier does not remedy his failure within a period of 15 days after receipt of the default notice from the Service Provider.

In the event the supplier fails to supply the store in whole or in part, the contract is to be terminated and the Performance Security of the supplier to be forfeited. However, the Supplier shall continue the performance of the contract for the stores supplied to the extent as if the contract is not terminated.”.

#### **15. Pre-Bid Meeting**

- a. A Pre-bid meeting with all the interested parties/firms, for the work will be held on the date and time fixed in this document. Only two representatives per firm / interested parties will be allowed to attend the meeting. The person(s) attending the meeting shall be capable of discussing the technical aspects of the work to be carried out and will carry the authorization letter from their company for this purpose.
- b. All queries on the scope of work, terms and conditions and any other points pertaining to the work order will be clarified by the Purchase Committee of ZHL.
- c. The queries shall be restricted to the scope of tender document, its terms and conditions. Discussions/arguments with co-vendors are strictly prohibited.
- d. All the queries shall be brought forth only during this pre-bid meeting since no queries will be entertained thereafter.
- e. The minutes of the meeting will be recorded and become part of the Tender Evaluation process. Decisions taken at the meeting will supersede the relevant terms and conditions of the tender document subject to concurrence/approval by State Procurement Committee of Govt. of Odisha.

**16. Resolution of Disputes**

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

a. Amicable Settlement

Performance of the contract is governed by the terms and conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the scope of work, the clauses of payments etc.

In such a situation, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt.

b. Resolution of disputes

In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by the Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in Mumbai, and the language of the arbitration proceeding shall be in English and that of all documents and communications between the parties shall be as per directions of Arbitration Tribunal. The decision of the majority of arbitrators shall be final and binding upon both the parties. The expenses of the arbitration as determined by the arbitrators shall be borne by party/parties as per directions of Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

**17. Court Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Mumbai only.

**SECTION 5- TECHNICAL SPECIFICATIONS- MEDICAL EQUIPMENT**

Each Boat Ambulance would have each of the medical equipment mentioned below Medical equipment specifications –

Sr. No.	Name of the Equipment	Specification	Qty
1	Scoop Stretcher	1. The equipment shall be lightweight aluminium stretcher, which folds in two half and separates for application and removal, locking adjustable length with latches-with nylon- straps. 2. Narrow food end frame or handling in confined areas Length: 160 to 200 cms (approx) ; Width: 42 cm (Minimum) Weight: < 10 kg; Load capacity - 120 kg (Min.)	1
2	BP Instrument Aneroid	Scale 0-300mmhg. Air release at closed lap max 4mmHg/Minute. Manual setting of deflation possible upto 2/3mmHg/s. From 260mmHg. To 15mm Hg max deflation time 10 seconds. Gauge's background in white colour. Graduated scale for ever/ 2mmhg, with bigger notches ungraduated every 10 units and bigger graduated every 20 units. Floating zero (the printer hasn't stop point but swings freely), nylon rip-off straps cuff matching colours with pouch, latex bulb with completely chromium plated valve. Air taps wholly chromium plated with regulation of vent-hole air by screw valve. Nylon off pouch with zip. Single packaging on printed carton box.	
3	Stethoscope	Stethoscope with standard adult size, chromium plated metal binaural, V rubber tube in one piece. Rotating piper fitting for both functions.	1
4	Pneumatic Splints set of 6 Adult sized with carrying case; Hand & Wrist, Half Arm, Full Arm, Foot & Ankle, Half Leg, Full Leg	1. Should be washable and reusable; 2. Should be mouldable, easy to fix and remove	1 Set
5	Gauze Cutter	Emergency scissors with thermoplastic handle and steel blade to cut clothes length should be 18cm.	1
6	Artery Forceps	Standard Equipment in stainless steel 14cm	1
7	Spinal Board	1. Should be in plastic material at high strength and waterproof. 2. It should be 4 rules for the quick and total fixing of the head immobilizer and two cavities when the board lays on the floor, when the base is blocked in the traditional way. 3. It should be 20 handles far the transport, supplied with 3 belts with rapid unhooking buckle 4. should have maximum radio transparency to make exams without compromise patient condition.	1
8	Oxygen Cylinder "D" Type	1. It should be a standard 'J' type molybdenum steel cylinder to fill medical oxygen. 2. The capacity should be of 5000 to 6000 Litres (5 to 6 M3) 3. A pressure regulator capable of reducing the pressure to appropriate level to run either a ventilator or provide oxygen therapy with a flow meter should be provided.	1
9	Roll-in Patient Stretcher cum Trolley	Standard Equipment	1

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<b>10</b>	Universal Head Immobilizer	1. Head Immobilizer should be mounted and separated on the scoop stretcher. 2. Should be standard side rigid blocks instead of the adjustable ones 3. Should be with padded belts for the fixing. 4. It should be covered by a liquid proof and bacterial proof material.	1
<b>11</b>	Evacuation chair	Standard Equipment	1
<b>12</b>	Suction Aspirator	Equipment shall be with 12V DC Maximum negative pressure from -200 to -700 mbar in steps of 100 less with suitable setting marks. Sufficient capacity 500ml secretion bottles with efficient over-low protected with adjustable negative pressure. Ambulance Wall mountable. Power Pack rechargeable Battery 12V with charging from the vehicle 12V DC through auto docking mount Battery charged life shall be of minimum 45minutes. Suction capacity min.16 ltr per minutes.	1
<b>13</b>	Syringe Infusion pump	1. Must be user-friendly with simple menu driven operation. 2. Must have 12V DC operation and battery powered RS232 serial link for remote monitoring and control of infusion. 3. Must have flow rate programmable from 0.1 to 1200 ml/hr 4. Should accept standard disposable syringe (10-60ml) 5. Automatic detection of syringe size and proper fixing. 6. Selectable occlusion pressure trigger level from 100mm hg to 1100mm hg to allow use over a range of applications. 7. Should have comprehensive alarm package including occlusion pressure, pre alarm and alarm, end of infusion alarm, low battery pre alarm and alarm, maintenance reminder alarm, near empty alarm, syringe disengaged alarm, etc. (with high sensitivity) 8. Battery backup o 6-8 hours or more when fully charged with provision to display residual battery life in hours and minutes. 8. Battery backup o 6-8 hours or more when fully charged with provision to display residual battery life in hours and minutes 9. History / memory for at least last few patients with alarm clock records. 10. 9. Comprehensive safety check, with dear alarm messages. 10. AC mains (100 - 240V) and battery (lead acid) powered RS 232 serial link for remote monitoring and control of infusion. 11. Separate control for inspiratory and expiratory times and flow rate	1
<b>14</b>	AED to Deliver Bi phasic technology to deliver 200 joules shock with AC/DC charging provision	Unit should have facility for Automatic External Defibrillation with standard accessories. Should be able to deliver shock up to 200 joules through biphasic technology. Audio alarm The unit should have the facility to recharge from 12 Volt DC or 220 Volt AC line.	1

## SECTION 6- ANNEXURES TO BE ATTACHED ALONG WITH THE TECHNICAL PROPOSAL

- Annexure 1- Delivery schedule
- Annexure 2- Declaration on Manufacturing facilities/ After Sales service.
- Annexure 3- Undertaking 1
- Annexure 4- Undertaking 2
- Annexure 5 – Manufacturer’s Authorization Form
- Annexure 6– Bidders’ Information
- Annexure 7 – Annual Turnover Statement
- Annexure 8– Proforma for Performance Statement
- Annexure 9 – Financial Bid

### Annexure 1- Delivery Schedule

The successful bidder has to supply all the medical equipment’s at Bhubaneswar as per following supply schedule.

Sr. no	Item	Qty	Delivery Schedule
1	All required Medical Equipments	6 each	Within 15 days of PO

**Annexure 2 - Declaration on Manufacturing facilities / After Sales Service**

Tender No. ....

For Supply of .....

Sr. No	Particulars	
1	Name of the Bidder	
2	Full Postal Address	
3	Telephone No./Fax No	
4	Email address	
5	Date of incorporation of business	
6	Registration no. & Date	
7	Issued by	
8	Valid till	
9	Detail of After Sales Service & AMC facilities available locally Name of the Agency: Full	
10	Name of Govt. Departments/ Pvt. Institutions As per enclosure to which the Bidder already supplied the items with quantity, value and supply period	
11	Has the Bidder ever been black listed by any govt. agency? If yes, give details. Are any cases pending in the court related to any supplies? If yes, give details	
12	Does the firm have the adequate facilities for inspection and quality control? Please give details	

**ANNEXURE 3- UNDERTAKING 1**

I, \_\_\_\_\_ Prop./ Partner/ Director of M/s \_\_\_\_\_  
hereby declare hereby declare that the information given in this form is true and correct to  
the best of my knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit  
and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any  
information furnished by us proved to be false at the time of inspection and non –  
compliance with terms and conditions of the contract.

We have to fully acquainted ourselves with local conditions and factors that would have  
any effect on performance of the Contract

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the  
rates quoted there in. I agree to hold this offer for one year after finalization of rate contract.

Dated:

Signature

Name of Bidder

Address

**ANNEXURE 4- UNDERTAKING 2**

To

Tender Enquiry No. \_\_\_\_\_

For Supply of \_\_\_\_\_

Sir,

I, \_\_\_\_\_ Shri \_\_\_\_\_ on behalf of \_\_\_\_\_ M/s \_\_\_\_\_ having registered office at \_\_\_\_\_, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.

The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.

The articles shall be strictly as per specification and of the best quality as per requirement of detailed in the RFP. The decision of your Office (Service Provider and Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.

We undertake and confirm that

**Comprehensive Warranty:** The medical equipment should be covered under comprehensive warranty/CMC for a period of 5 years from the date of commissioning. Any maintenance or repair arising during the period of Standard Warranty/Manufacturer's Warranty/CMC out of the 5 years including replacement of parts if any, shall be carried out by us at our own cost without any cost liability on the purchaser or service provider.

**Comprehensive Annual Maintenance Contract (CMC):** We have quoted the amounts for the Comprehensive Annual Maintenance of the equipment, after expiry of warranty period extended by manufacturer/dealer/distributor, for a period of -- years, in the price bid. We note that Price bids without CMC rates shall not be considered for evaluation.

**Authorization from Equipment Manufacturer:** We shall furnish authorization from the equipment and oxygen system manufacturer, legally enforceable undertaking to the Purchaser in appropriate format assuring full guarantee/ warranty /CMC obligations valid for a period of -- years from the date of commissioning of the supplied equipment. We also confirm that we shall provide Comprehensive Annual Maintenance Services directly or through the manufacturer for -- years after expiry of standard warranty period of --years, in terms of Annual Maintenance Contract to be entered into between us/ Manufacturer and the Purchaser.

**Response Time for Breakdown Calls:** Maintenance personnel shall attend to the breakdown within



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24 hours in city locations and 48 hours for remote location.

Preventive Maintenance: During the warranty period and CMC, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits.

Operation & Maintenance Manuals: We shall furnish for each unit 2 sets of operation & maintenance manuals along with circuit diagram and spare parts list of the equipment.

Installation, Commissioning & Warranty Service: Supply, installation, commissioning and successful trial run of the equipment & subsequent, warranty servicing shall be done at the locations specified by you by us or our authorized agent at no extra charge.

Training: If required, free demonstration, operation and maintenance training of the assigned personnel at site shall be provided by us.

We agree to the conditions of the tender under which the Earnest Money Deposit and Performance Security Deposit shall be forfeited by us.

We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.

We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.

The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.

We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.

We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

Signature and Seal of Bidder

**ANNEXURE 5- Manufacturer's Authorization Form**

To,

Dear Sir,

Bid Ref No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable  
manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_  
Registered office at possessing Manufacturing License No. dated \_\_\_\_\_, Valid upto \_\_\_\_\_, hereby exclusively  
authorize M/s

(Name and address of Representative) to submit a bid and subsequently negotiate and sign the  
contract with you against the above mentioned tender for the following items quoted.

1.

(Attach separate sheet if necessary)

Signature and Seal of the bidder

**ANNEXURE 6- Bidder's Information**

S.No	Particulars	Details
1	Name of the Project	"Integrated Patient Transport and Health Help line Service"
2	Name and address of the Organization responding to RFP:  Telephone No with STD Fax Number  E-mail address, if any  Name and Designation of Contact person	
3	Date of incorporation of the business	
4	Registration no and date	
5	Proposal Addressed to	
6	Reference of Notice inviting for RFP	
7	Authority for signing and submitting the document  <i>(Power of Attorney, Resolution of the organization etc.)</i>	
8	Documents enclosed in support of the Request-	
	As per index attached	
	Total no of pages	

Signature and Seal of the Bidder

**ANNEXURE 7- Annual Turnover Statement**

The Annual Turnover of M/s for the past three financial years is as given below:

Sr.No	Year	Amount
1	2016-2017	
2	2017-2018	
3	2018-2019	
Total		
Average turnover		

Signature and seal of the bidder

**Annexure 8– Proforma for Performance Statement**

Name of the firm:

Sl.No	Name and address of the Client	Items Supplied	Period of Supply	Quantity Supplied	Value of Supplies	Certificate from Client Enclosed (Y/N)

\*- Please enclose certificates which will help prove qualification under the eligibility criterion.

Signature and seal of the bidder

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### Annexure 9 – Financial Bid (in Indian Rupees)

Sr. No	Name of the Equipment	Qty	Brand	Make/Model
1	Scoop Stretcher	06		
2	BP Instrument Aneriod	06		
3	Stethoscope	06		
4	Pneumatic Splints set of 6 Adult sized with carrying case Hand & Wrist Half Arm Full Arm Foot & Ankle Half Leg Full Leg	06		
5	Gauze Cutter	06		
6	Artery Forceps	06		
7	First Aid Bag	06		
8	Spinal Board	06		
9	Oxygen Cylinder "D" Type	06		
10	Roll-in Patient Stretcher cum Trolley	06		
11	Universal Head Immobilizer	06		
12	Spinal Board	06		
13	Evacuation chair	06		
14	Suction Aspirator	06		
15	Intubation Kit	06		
16	Emergency Kit	06		
17	Syringe Infusion pump	06		
18	AED to Deliver Bi phasic technology to deliver 200 joules shock with AC/DC charging provision	06		

Item Description	Cost Per Unit incl. all taxes (A)	Annual CMC Cost**(B)	Quantity (C)	Total Cost (INR) (D)= ((A+B)*C)
Medical equipment cost per ambulance – Boat			06	
<b>Total Cost for Medical Equipment's, FOR Bhubaneswar, including all taxes (E)</b>				

**Total cost of (E) in words:**

**The amount in (E) would be the basis of calculation L1.**

CMC would start after the standard warranty period is over. CMC would be applicable in the 4<sup>th</sup> year and the 5<sup>th</sup> year.

**\*\* (B) B is the CMC for 4<sup>th</sup> and 5<sup>th</sup> year and to be quoted for both years.**

**Signature and Seal of the Bidder**

**Notes:**

1. The rate quoted against each item should be inclusive of all taxes, duties, freight, insurance etc at the point of delivery i.e. Bhubaneswar, Odisha. However, at the time of billing, the basic price, GST should be mentioned separately.
2. The Bidders are advised to study the Scope of Work carefully and quote the price accordingly
3. The Supplier shall be required to maintain the items for a period of five years from the date of completion of the delivery. The Service Provider shall enter into a separate contract for the Annual Maintenance of the items at the rate quoted in the bid. Please note that the Annual Maintenance contract shall be applicable only for the period not covered under the Standard Warranty Terms.