

NATIONAL HEALTH MISSION, RAJASTHAN

SWASTHYA BHAWAN, C-SCHEME, JAIPUR

Tender for Repair of Medical Equipments (Defibrillator and ventilator)

The Mission Director, National Health Mission, Jaipur invites Tenders from reputed firms/ manufacturers or their authorized bonafide agents for **Repair of Medical Equipments (Defibrillator and ventilator)** in NHM, Jaipur.

Tender to be submitted in two parts: i.e. Technical Bid and Financial Bid

- (i) **Technical Bid:** Documents to be submitted in pre qualification bid are as follows:
- a) Self-attested copy of valid permanent income tax number (PAN card)
 - b) Self-attested copy of latest VAT Clearance Certificate in Form VAT-612.
 - c) Copy of Service Tax Registration number.
 - d) Bid Security and Earnest money via DD/Banker Cheque in favour of Rajasthan State Health Society, Jaipur in favour of Rajasthan State Health Society, Jaipur.
 - e) Original or self attested copies of **Three years of satisfactory performance certificate** for medical equipment repairs, issued by an authorized person from Central/ State Govt / Private Sector.
 - f) **An Undertaking: (as per Annexure 4):** Submit an undertaking on a non-judicial stamp paper of Rs. 100/- to abide by the terms and conditions of tender, duly signed and stamped by the Bidder.
 - g) **Tender Form: (as per Annexure 2):** Duly filled in and signed with recent photograph of the bidder.
 - h) **CMC Agreement:** Submit an undertaking on a non-judicial stamp paper of Rs. 100/- to abide by the terms and conditions of CMC agreement (as per Annexure-7).
- (ii) **Financial Bid - Price Bid** to be submitted in a separate sealed envelope. Rates should be mentioned in Indian Currency only (INR), as per prescribed Proforma in **Annexure- 3 (for Defibrillator and Ventilator)**, both in words and figures separately without cutting / overwriting.

INSTRUCTIONS TO THE BIDDERS

1. Bid form can be collect by bidders from Room no. ^{C-211} at the cost of Rs. 500.00/- in the form of Demand draft/Banker Cheque (Non Refundable) in favour of Rajasthan State Health Society, Jaipur or can be download from State Public Procurement Portal website "sppp.rajasthan.gov.in" or www.rajswasthya.nic.in; in that case DD/Banker Cheque for the cost of tender document is to be enclosed with tender. Without Bid Fees of Rs 500.00/- in form of DD/Banker Cheque , Bid will not accepted.
2. Each of the above bids should be submitted in a separate envelope and all two envelopes should be enclosed in Sealed Outer Envelope.
3. **The Bid Security is Rs. 50,000.00/- and Performance Security will be 5% value of Work Order shall be submitted in the form of DD/Banker Cheque in favour of Rajasthan State Health Society, Jaipur.**
4. Tender document should be submitted at PD, NHM at NHM, Swasthya Bhawan, Jaipur before ⁰³ PM on ¹⁷⁻⁷⁻²⁰¹⁵.
5. Please quote Subject of tender, date of opening and tender reference no. on the top of your sealed envelope.
6. A pre-bid meeting will be held at ⁰³ PM on dated ¹⁶⁻⁷⁻²⁰¹⁵ in the Room No. ³¹¹ NHM, Swasthya bhawan, Jaipur to clarify the issues and to answer questions on any matter that may be

raised at that stage. After pre-bid meeting necessary changes in bid conditions/ catalogue can be done. Bid should be submitted after pre-bid meeting including all the clarifications/modifications/ amendments. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.

7. The technical bid will be opened on ~~17-7-2015~~ **17-7-2015** at ~~04~~ **04** pm.
8. The Bidders who are qualified in technical bid for whom the Financial Bid will be opened on ~~22-7-2015~~ **22-7-2015** at ~~03~~ **03** pm only.
9. The Equipments to be repaired may be inspected on any working day from 10 AM to 1 PM from ~~10-7-2015~~ **10-7-2015** till ~~16-7-15~~ **16-7-15** at the Central Store, Sethi Colony, Jaipur with Biomedical Engineer (R & M), prior intimation to PD, NHM.
10. The firm will repair the Equipments at Central Store, Sethi Colony, Jaipur and restore it to normal by carrying out repairs and replacements if necessary and re-install it in **Guarantee period**.
11. Equipment List placed at **Annexure-5 (Defibrillator)** and **Annexure-6 (Ventilator)**

General Terms and Conditions

1. The bid should not be conditional.
2. The firm will repair the Equipments at Central Store, Sethi Colony, Jaipur and restore it to normal by carrying out fulfill shortfall items, repairs, replacements and re-install if necessary.
3. The Equipments for repair may be inspected on any working day from 10 AM to 1 PM from ~~10 AM to 1 PM~~ 10 AM to 1 PM at the Central Store, Sethi Colony, Jaipur with Biomedical Engineer (R & M), prior intimation to PD, NHM; List of Equipments is placed at Annexure- 5 (for Defibrillator) and Annexure-6 (for Ventilator).
4. Rates for shortfall items, repair, replacement of part and re-install of each equipment are to be quoted as per complete bunch of Defibrillator (Annexure-5) and Ventilator (Annexure-6) separately.
5. L-1 shall be decided for either rate for complete bunch of Defibrillator (Annexure-5) and Ventilator (Annexure-6) separately with CMC rates for three years or without CMC rates for three years.
6. Preference will be given to authorized service provider of the equipment in case of joint L1.
7. The rates quoted should be inclusive of shortfall items, repair charges, charges for replacement of defective parts, calibration, re-installation of unit, transportation charges & visiting charges, inclusive of all type of Taxes.
9. Bidder should have at least **03 years** of experience repair of same/similar equipment in a Central/State Govt. hospital/Private Sector. Repair orders issued from appropriate authority should be attached.
10. Authority letter from manufacturer/authorized service provider certificate is to be provided in case the bid is submitted by authorized agent.
11. **After repairs, machine should be made fully functional otherwise no payment in respect of repair, replaced, shortfall parts or otherwise shall be made. All defective/replaced parts shall be handed over to Department after repair.**
12. After repair, machine / equipment shall be kept under the observation for a period of at least two weeks at the re-installed place.
13. The bidder shall be responsible for all repairs during observation period and no payment in this regard shall be made.
14. The spare parts or shortfall items which required as replacement or newly fixed items should be original/ compatible with the equipment and of standard quality.
15. If there is a resultant damage of part in the equipment due to faulty repair work or use of inferior quality spares by the successful bidder, there will no payment against that repair and earnest money may be forfeited.
16. After repair/replacement or fulfillment of shortfall items, a certificate to the effect that the equipment is in working order and safe for patient care and non- hazardous for the handlers shall be submitted by the firm.
17. **Firm has to provide guarantee on newly fixed, replaced or repaired spare for at least 6 (six) months.**
18. Photocopy of service Tax NO and PAN NO should also be enclosed with the technical bid documents.
19. The work order should be executed by the successful bidder within Fifteen days from the date of receiving the same.
20. In Guarantee period, each and every complaint /call will be attended within 24 hours, In case any equipment break-down time for more than 120 hours/5 days for want of visit by the bidder, penalty may be charges Rupees five Hundred per day (**Varies from equipment to equipment**). The complaint may be sent to firm by way of telephone/fax/letter or e-mail. The amount of L.D. will be directly deducted from the E.D. of the firm at the time of refund or before by way of any adjustment order.
21. After repair, units shall be re-installing at indicative places in Rajasthan (as per Annexure-8). After re-install, satisfactory work performance certificate shall be issue from the user department.
22. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under.
23. If any dispute arises regarding this bid, such dispute shall be subject to settlement under Dispute resolution committee.
24. MD, NHM has right to cancel the tender without assigning any reason at any stage.

Mission Director
National Health Mission

NATIONAL HEALTH MISSION, RAJASTHAN

C-BLOCK, SWASTHYA BHAWAN, C-SCHEME, JAIPUR

Tender for Repair of Medical Equipments (Defibrillator and ventilator)**TECHNICAL CHECK LIST**

S.N.	Details of documents	Yes/No
1	Self attested copy of valid permanent income tax number (PAN card).	
2	Self-attested copy of latest VAT Clearance Certificate in Form VAT-612.	
3	Copy of Service Tax Registration number	
4	Bid Security and Earnest money via DD/Banker Cheque in favour of Rajasthan State Health Society, Jaipur.	
5	Three years of Satisfactory performance certificate for equipment repairs of bidding firm: issued by an authorized person, from any Central/ State Govt/ Private Sector.	
6	An Undertaking: (as per Annexure 4) only on a non-judicial stamp paper of Rs 100/- to abide by the terms and conditions of tender, duly signed and stamped by the bidder	
7	Tender Form: as per annexure 2	
8	CMC Agreement: Undertaking on a non-judicial stamp paper of Rupees (as applicable) to abide by the terms and conditions of CMC agreement (as per Annexure-7).	

(Signature of Tenderer)

Name Address

Phone Office

Residence Mobile

Seal

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
ANNEXURE-1

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NATIONAL HEALTH MISSION, RAJASTHAN
C-BLOCK, SWASTHYA BHAWAN, C-SCHEME, JAIPUR

ANNEXURE -2

TENDER FORM

Paste Recent Photo graph with
Seal and Signature

Tender for Repair of Medical Equipments (Defibrillator and Ventilator)

Name, address of Firm/ Agency and Telephone No. and Email-id

Registration number of the Firm/ agency

Please specify as to whether Tenderer is a sole Proprietor/ Partnership Firm Name, Address and Telephone No. of
Director/ Partner also be specified

A B
C D

PAN No. allotted by Income Tax Department.....

Details of experience.....

Any other Information: -

Declaration by Tenderer: -This is to certify that I/ We, before signing this tender have read and fully understood all
the terms and conditions and instructions contained herein and undertake myself/ ourselves abide by them.

(Signature of Tenderer)

Name

Address

Phone Office

Phone Residence

Mobile

Seal

NATIONAL HEALTH MISSION, RAJASTHAN
C-BLOCK, SWASTHYA BHAWAN, C-SCHEME, JAIPUR

Tender for Repair of Medical Equipments (Defibrillator and ventilator)

Financial Bid						
S No.	Name of Equipment	Total Quantity of Equipments (in nos.)	Rate of Shortfall item, repair, replacement of parts and re-installation for complete units(in Rs)	CMC Amount per unit (in Rs)		
				Ist years	IIInd year	III rd year
1	As per Annexure-5	2	3	4	5	6
2	As per Annexure-6					
	Total					

Note: L-1 shall be decided for either rate for complete bunch of Defibrillator (Annexure-5) and Ventilator (Annexure-6) separately with CMC rates for three years or without CMC rates for three years.

SIGNATURE

STAMP of the BIDDER

Tender for Repair of Medical Equipments (Defibrillator and ventilator)
(Non Judicial Stamp Paper of Rs.100/-)
Format for Undertaking

Before

The Mission Director
National Health Mission
Swasthya Bhawan, Jaipur

I, the undersigned certify that:

1. I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them during the validity of the tender.
2. The rates quoted by me are valid and binding on me during the period of validity of the tender.
3. The service and items supplied by me would be of the best quality as per specifications of the equipments. In case a mishap occur due to repair/part replacement/calibration or re-installation, the undersigned will be fully responsible for that.
4. If the tendering authorities think it necessary to change any item/items supplied by me that is found to be defective/inferior quality, the same will be replaced by me at no extra cost.
5. I hereby undertake to pay penalty as per terms and condition for delayed in providing service.
6. The firm has never been convicted / blacklisted by a Government institution.
7. All actions, proceedings and suits arising from or connected to this Bid shall be subject to the jurisdiction of courts in Jaipur.
8. I/We declare that we have complied with and shall continue to comply with the provisions of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013.
9. The decision of the MD, NHM will be final and binding upon me.

Signature of the Tenderer with seal

Name s/o

Address

Name of Firm with seal

Equipment List : Defibrillator

Sr No	Equipment Name	Company Name	Model Name	Serial Number
1.	Defibrillator	Philips	Heart Start MRx ALS Monitor	<u>US00330872</u>
2.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330968</u>
3.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328704(DC)</u>
4.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>UA00330979</u>
5.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330976</u>
6.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328702(DC)</u>
7.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330880</u>
8.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330870</u>
9.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330873</u>
10.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330879</u>
11.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328703(DC)</u>
12.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328698(DC)</u>
13.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328701(DC)</u>
14.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328696(DC)</u>
15.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330972</u>
16.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330876</u>
17.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328699(DC)</u>
18.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330978</u>
19.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328707(DC)</u>

20.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330882</u>
21.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330878</u>
22.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330881</u>
23.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330887</u>
24.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328706(DC)</u>
25.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330966</u>
26.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330967</u>
27.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330969</u>
28.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330874</u>
29.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328705</u>
30.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00330977</u>
31.	Defibrillator	Philips	Heart start MRx ALS monitor	<u>US00328700</u>

Annexure - 6

Equipments List: Ventilator

Sr No	Equipment Name	Company Name	Model Name	Serial Number
1.	Ventilator	Resmed	Elisee 150	EL2D0712132
2.	Ventilator	Resmed	Elisee 150	EL2D0703220
3.	Ventilator	Resmed	Elisee 150	EL2D0712142 ^a
4.	Ventilator	Resmed	Elisee 150	EL2D0712136
5.	Ventilator	Resmed	Elisee 150	EL2D0709105

Non Judicial Stamp Paper of Rupees (as applicable)
Comprehensive Maintenance Contract (C.M.C)

This Comprehensive Maintenance Contract (CMC) is made on at Jaipur by and between:..... (Name of Firm/Company With Address) through (hereinafter referred to as the (Name of Firm/Company) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns)

AND

Mission Director, National Health Mission, Jaipur or his designated officer's (means user of equipments/consignee/in-charge officer of medical institution) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns):

WHEREAS:

A. M/s..... (Name of Firm/Company) provides Comprehensive maintenance service (CMC) for Equipments & Instruments;

B. The Consignee Officer (where equipment installed) has asked to provide service and maintenance of Equipments installed in its premises and (Name of Firm/Company) has agreed to provide the services subject to terms as contained in this Agreement.

Now therefore, in consideration of mutual promises and covenants and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the parties, the parties execute this contract follows:

1. **Commencement:** - CMC will only be commencing after the completion of guarantee period and a written request by Consignee officer or his authorized officer to the firm. The Concerned consignee shall ensure the availability of funds and shall also examine the CMC necessity for a particular equipment/instrument.
2. **Duration, extension and termination of this agreement:**
 - (i) The validity period of this C.M.C. is for as specified in bid document (..... years) which starts from the next day of completion of Guarantee period. The C.M.C. starts from day of and shall end on the dated However, CMC may be extended for further.
 - (ii) The Security deposited for CMC:
 - (a) The 25% of total CMC amount shall be withheld against the security of this (CMC) agreement.
 - (b) If there is any default in comprehensive maintenance service the department may forfeit the penalty amount or any other recovery from security deposit.

The Consignee Officer may terminate this contract during the term of this contract, at/ any time as he considers appropriate in the interest of department. No compensation shall be paid to said firm for termination.

3. Scope of this contract and Services to be rendered under this contract by

(Name of Firm/Company)..... :

- (a) Onsite & service centre labour for carrying out preventive maintenance and repairs.
- (b) All parts require replacement shall be supplied to the Consignee by the.....
(Name of Firm/Company) ... under this agreement at no additional cost, during CMC period.
- (c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.
- (d) Routine Cleaning, lubrication, replacement of o' rings gaskets etc. for all mechanical instruments.
- (e) Routine cleaning & calibration of electronic equipments.
- (f) Spare parts are included in the CMC offer and will not be charged extra.
- (g) Firms offering conditions :- Response time

Response Time	<48 Hours after first contact
Service Hours	Mon-Fri (09:30 – 18:00)
Preventive Maintenance (PM) **	4nos.(once in three months)
Parts of Preventive Maintenance	All, as per requirement
Up Time	95% (346 Days)
Breakdown	All
Technical & Application Support Session	As required
Demonstration & Training	As & When required

Note: ** PM includes Quality Assurance, Safety checks and Calibration.

Note: ** PM Includes Quality Assurance, Safety checks and calibration

(h) Contact Details of firm:

Full Address:
Email ID:
Hotline:
Service Portal:
Toll Free Number:

(i) Exclusions of Service under this Contract:

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civil war, revolution, insurrection, mutiny, Labour unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt, or any public, municipal or local authority.
- (b) Any work external to the Equipment covered under this contract.
- (c) This contract does not cover hardware upgrade of any kind.

(ii) Limitations of Services under this contract:

- (a) Maintenance and updates will be provided based on originally purchased software options. Additional features, hardware or software, that are not part of the equipment on commencement of this contract are not included in this contract but can be included on mutually agreed terms and conditions, reduced in writing.
- (b) Parts will be replaced at the sole discretion of. (Name of Consignee).....
- (c) Whenever a breakdown call is attended, then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.

4. Care for the equipment:

The Consignee shall take proper care and diligence in using the equipment so as to ensure that the equipment is protected against damage resulting from accidents, neglect or misuse, pests and insects, etc. The Consignee shall also maintain the optimum temperature and other environmental conditions to safeguard the equipment against damages as per the specification given in the instruction manual.

5. Price:

- (i) In consideration of..... (Name of Firm/Company) providing the Services, Consignee shall pay to (Name of Firm/Company)..... Maintenance Contract charges (hereinafter the "CMC Charges") for the equipment set out in **Annexure-5 and Annexure-6**, annexed to this Agreement.
- (ii) The CMC Charges specified above is inclusive of all taxes, levies, impositions, cess etc. as may be applicable on the Services rendered by (Name of Firm/Company)..... to the Consignee. If any fresh taxes, levies, impositions, cess is levied and changed by the appropriate governmental authority during the Term of this contract; the variation shall be borne by the Consignee Officer.
- (iii) All the defective parts/items shall become the property of..... (Name of Firm/Company)..... replacement of parts and have to be returned to(Name of Firm/ Company)..... by the Consignee only if same are replaced without charges.
- (iv) No price escalation will be applicable.

6. Payment terms:

The Consignee shall make 50% advance payment of annual maintenance charges after completion of each six month of satisfactory service by way of Demand Draft/Account payee cheque in favour of service providing firm. The remittance charges shall be borne by the firm. The Consignee shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing CMC charges to firm.

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7. **Liquidated damages:**

- (i) The service providing firm shall be liable to pay a penalty of Rupees five Hundred per day (**Varies from equipment to equipment**) if the firm didn't response after 48 hours from the time of receiving first complain. The complaint may be sent to firm by way of telephone/fax/letter or e-mail. The amount of L.D. will be directly deducted from the S.D. of the firm at the time of refund or before by way of any adjustment order.
- (ii) During breakdown of equipments/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise equipment may be got repaired on the risk & cost of firm.

8. **Assistance for providing service:**

The Consignee Officer shall give..... (Name of Firm/ Company) full access to the equipment to enable (Name of Firm/Company) to provide service, make available to the representative of..... (Name of Firm/Company) appropriate staff who are familiar with the Consignee Officer work and provide suitable working space and facilities.

9. **Location & location change:**

The Location shall be decided by the appropriate authority of NHM. The Consignee may transport/shift any Equipment or part thereof without the express consent of..... (Name of Firm/Company)..... and asked for maintenance of equipment without any additional cost.

10. **Dispute resolution committee:**

If both the parties fail to resolve any issue bilaterally then the specific point may be placed to M.D., NHM. The service providing firm shall participate in proceedings through his authorized signatory of rate contract holding firm only.

11. **Jurisdiction:**

All actions, proceedings and suits arising from or connected to this contract shall be subject to the exclusive jurisdiction of courts in Jaipur.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day and year first hereinabove written:

Signed on behalf of the

Signed on behalf of the

Signed.....

Signed.....

LS

(Authorized signatory)

(Authorized signatory)

Name.....

Name.....

(Capital)

(Capital)

Designation:.....

Designation:.....

Rubber Stamp

Rubber Stamp

Witness 1

Witness 1

Witness 2

Witness 2