



CENTRAL RED CROSS BLOOD CENTRE
Cuttack-753007-ODISHA

Email-crcbb.ctc@gmail.com

SUPPLY & INSTALLATION OF CELL SEPARATOR
(APHERESIS)MACHINE including blood collation kit

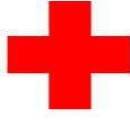
AT

CENTRAL RED CROSS BLOOD CENTRE, CUTTACK

Office: Central Red Cross Blood Centre,
BOSE campus,
Medical Road, Cuttack-753007.

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CENTRAL RED CROSS BLOOD CENTRE
Cuttack-753007-ODISHA

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NOTICE INVITING BID

FOR SUPPLY & INSTALLATION OF CELL SEPARATOR (APHERESIS) MACHINE

Bid Reference No.-BC/QUM/008/2024/403

Date: 03.09.2024

Sealed tenders are invited from eligible bidders for supply, installation & commissioning of an Apheresis machine as per the particulars mentioned below:-

| Sl.No. | Particulars | Date & Time |
|--------|--------------------------------------|-------------------------|
| 1 | Last Date & time of bid submission | 05.10.2024 by 03:00P.M |
| 2 | Date & time of Pre-bid Meeting | 11.09.2024 at 11:30A.M |
| 2 | Date & time of Technical bid opening | 07.10.2024 at 03:30 A.M |
| 3 | Date of opening of Price Bid | 08.10.2024 at 11:00A.M |

The bid document, with all information relating to the bidding process, is available in the office of the Director, Central Red Cross Blood Centre, BOSE Campus, Cuttack. The Authority reserves the right to accept/reject any part thereof or all the bids without assigning any reason thereof. Tender forms can be obtained from the office of the Director, Central Red Cross Blood Centre, BOSE Campus, Cuttack on payment of Cost of Tender Paper for Rs.10,000/- (Ten Thousand) only payable in shape of cash or Demand Draft drawn on any nationalised bank in favour of "Central Red Cross Blood Bank, Cuttack", payable at Cuttack (non-refundable). The details of the bid is available in the website www.odisharedcross.org

Sd/- Director
CRCBC,Cuttack

SECTION –I

Scope of Contract

Bids are invited for supply, installation, commissioning of an Apheresis machine for the Central Red Cross Blood Centre (CRCBC), Cuttack.

The bidders are expected to quote their best rates for the equipment (including CMC charges for 5 years from the date of completion of warranty period and also for the blood collection bag /kit. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting.

SECTION - II

COST OF BID DOCUMENT, EMD & PERFORMANCE SECURITY DEPOSIT

- 1. Cost of Bid Document: Rs.10,000/-**
- 2. Earnest Money Deposit:** 10% of tender value in shape of demand draft.
- 3. Validity of bid:** Bids should be valid for a minimum period of 90 days from the date of opening of technical bid .
 - 1. Performance Security:** 10 % of tender value in shape of demand draft . (for successful bidders)
 - 2. Validity of Performance Security:** 90 days after the date of completion of the contractual obligations.

SECTION-III

SCHEDULE OF REQUIREMENT

| Sl. | Name of the Items | QTY | Place of delivery & Installation |
|-----|---|--------------------|----------------------------------|
| 01 | CELL SEPARATOR (APHERESIS) MACHINE | 1(OONE) | CRCBC, Cuttack |
| 02 | Blood collection Bag / kit for the cell separator machine | As per requirement | CRCBC, Cuttack |

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

4.1 Delivery period of the Equipment / bag : Within 30 days from date of issuance of letter of intent.

4.2 Pre-qualification of Bidder:-

- (i) In case of manufacturer, they will have to furnish the manufacturer's form as per Format T6

- (ii) Import License (In the case of Importer only).
- (iii) In the case of Importer, they will have to furnish the manufacturer's authorization form from the original equipment manufacturer (OEM) as per Format T7
- (iv) Valid ISO certificate (of the Manufacturer)
- (v) Product must be complying the technical specifications as stated at Section -V.
- (vi) Manufacturing unit who has been blacklisted either by the Tender Inviting Authority or by any State Govt. or Central Govt. organization is not eligible to participate in the bid for that item during the period of blacklisting. Copies of stay order(s) if any against the blacklisting should be furnished along with the bid.
- (vii) The bidder must be registered under GST.

Authorized Distributors are eligible to participate in the bid provided:-

- (i) They submit manufacturer's authorization form from the original equipment manufacturer (OEM) as per Format T7.
- (ii) They should have Proof of Average annual turnover of Rs. 2 Crore or more in last three (3) financial years (2020-21 , 2021-22 & 2022-23) as per Format T8.
- (iii) Proof of supply of the equipment(s)/similar equipment mentioned in the schedule of requirement to any Govt. organization/ Corporate Hospitals / PSU Hospitals / UN Agencies in India and purchase order copies in support of that in last 3 years (Format T9).
- (iv) Must have three years of experience in trading of similar items.
- (v) The authorized distributor will submit the Valid ISO certificate issued in favour of the bidder (along with the ISO Certificate of the OEM).

4.3 Bid Document:

The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipment are contained in this "Bid Document".

The bid document shall be made available in the office of the Director, Central Red Cross Blood Centre, BOSE Campus, Cuttack. The Bidder shall submit Bid Document cost & EMD (as mentioned in Section II) and non-submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

The documents shall be submitted through post only. The bidder should fill in the details of the Price Bid as specified and submit the same. Price quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non-responsive and will be rejected.

Responsibility of Verification of Contents of Bid Document:-

The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for un-amendable printed literature, shall be signed by the authorized person or persons along with the stamp of the bidder.

The bid (in English Language only) for the supply of equipment and kit mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature shall be furnished along with the bid.

The documentary evidence regarding past performance shall be submitted along with the Bid duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person(s) signing the offer.

Bidder shall submit a declaration letter as per the format given as **Format T5** and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.

An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

Any clarification on the Tender procedure shall be obtained on the date of Pre-bid meeting of CRCBC, Cuttack .

Payment for Tenders (Bid Document Cost &EMD)

The bid document cost and EMD shall be paid by the bidder in the following manner through the Tender system:-

1. The EMD shall have to be furnished in shape of Demand Draft (DD) from any nationalized scheduled bank in India in favour of Central Red Cross Blood Bank, Cuttack payable at Cuttack. The Bid Document Cost shall have to be submitted only in shape of Cash or Demand Draft (DD).
2. The original instrument of the bid document cost & EMD(s) in a sealed envelope must reach the Tender Inviting Authority by post / courier on or before the opening of technical bid, failing which the bid shall be rejected. The sealed envelope containing the bid document cost & EMD should be clearly superscribed as: Bid document cost & EMD, Bid Reference No. and the name of the bidder.

Bid Document Cost

The bidder has to submit the bid document cost as mentioned in **Section-II** even if any exemption is allowed in EMD and non-submission of Bid Document Cost shall be one of the primary reasons for rejection of the offer in the first round.

Earnest Money Deposit (EMD)

The amount of the EMD to be submitted is mentioned at **Section II** and Non- submission of EMD shall be one of the primary reasons for rejection of the offer in the first round.

EMD of unsuccessful bidders will be discharged/returned within 30 days of finalization of tender.

The successful bidder's EMD will be discharged upon the bidders signing the contract and furnishing the performance security.

No interest will be paid for the EMD submitted.

The EMD will be forfeited ,if a bidder:-

Misrepresents facts or submit fabricated/forged/tampered/altered/manipulated.

Withdraws bid after opening of technical bid;

A successful bidder, fails to sign the contract after issuance of Letter of Intent

Fails to furnish performance security after issuance of Letter of Intent.

4.4 Deadline for Submission of Bid

Bid should be submitted in hardcopy through post on or before the last date and time of submission of the Bid (as mentioned at page -3 above). The Tender Inviting Authority may, at its discretion, extend the dead line for submission of Bid , in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the

deadline shall thereafter be subjected to the same deadline so extended.

The bidders can modify or withdraw bids submitted online before the last date & time for online submission.

4.5 Period of Validity of Bid

The bid must remain valid for **minimum 90 days** from the date of opening of technical bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to blacklisting/debarring of the successful bidder.

4.6 Rejection of Bids:-

The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in Clause 4.2 of Section IV

At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfill the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in the required format of the tender and demonstration (wherever required) to the satisfaction of Tender Inviting Authority. The affidavit (Format T5), Manufacturer's Form /Manufacturer's Authorization Form (Format T6 / T7 as per the case) must be enclosed with the relevant signature (s) and seals as asked in the format.

4.7 Other Terms and Conditions

Technical Specifications and Standards:-The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned **in Section V** of this document.

The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, Customs Duties etc. on procurement and installation of the equipment.

In the event, if it is found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

4.8 Submission of Bid

The bids are to be submitted offline in hard copies in two parts, one for Technical Bid and other for Price Bid. In addition to it, the documents mentioned at 4.2 under Pre-qualification Bid, applicable to the bidder, shall be submitted in a separate envelope inside the Technical bid envelop..

4.9 Signing of Bid

The bidder shall sign on all statements, documents, certificates enclosed by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false/fabricated / bogus, the EMD/Bid Security shall stand forfeited.

4.10 SECURITY OF BID SUBMISSION:

All bids shall be submitted by Registered post or by courier service.

4.11 RESUBMISSION AND WITHDRAWAL OF BIDS:

Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

4.12 List of Documents as a part of Technical Bids as mentioned below:-

Bid Document cost

Earnest Money Deposit

Original Instrument of the bid document cost & EMD in a sealed envelope must reach the Tender Inviting Authority by post/courier. The original instruments must have been received within the date and time of opening of online technical bid falling which the bid shall be rejected.

Format-T1 (Check List)

Format-T2 (Details of Items quoted)

Format-T3 (Details of EMD submitted)

Format-T4 (Details of Bidder & Service Center)

Format-T5 (Declaration Form)

Format-T6 (Manufacturer's Form-in case the bidder is the OEM)

Format-T7 (Manufacturer's authorization Form- in case the bidder is the authorized Importer/distributor of OEM)

Format-T8 (Annual Turnover Statement by Chartered Accountant)

Copies of the annual audited statements/Annual Reports for 2020-21 ,
2021-22 & 2022-23

(Provisional statement of account shall not be considered).

Format-T9 (Performance Statement during the last three Years)

Copies of purchase orders & end user certificates in support of the information furnished in Format T-9

Format-T10 (Statement of deviation-Technical Specification)

Format-T11 (Para-wise compliance to Technical Specification)

Copy of the Leaflets / Technical Brochures /Product Data Sheets of the Model offered in support of the information provided in Format-T11

Copy of Quality Certificates (valid BIS/CE/USFDA/IEC, etc.& ISO) of the product/organization(As per Section V-Technical Specification).

Copy of the GST registration certificate

Copy of PAN card

Note : No price information to be furnished in the Technical bid.

4.13 Opening of Technical Bids & Price Bids:-

a. The price bids will be opened only for the bidders qualified in the technical evaluation.

b. In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.

4.14 Clarification of Bids

During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the bidder(s) for clarification of points raised by the bid evaluation committee on its bids submitted.

The request for clarification and the response shall be in writing, either through email or fax or by post within the stipulated date and time failure of which shall be considered as non-responsive and shall lead to rejection of the bid.

There shall be a Pre-Bid meeting for the purpose on the date specified at page-3 above.

4.15 Demonstration of Technical Specifications & Performance:

Before opening of the Price Bid, if it is decided by the Tender Inviting Authority for certain equipment to have a demonstration of the equipment for assessing the compliance to the technical specification as indicated in Section-V, then the bidder shall arrange for demonstration of offered items (of the same make & model as offered in the bid) at Cuttack at its own cost, either directly or through authorized Dealer /Distributors, as the case may be.

The intimation of demonstration of technical specification & performance will be intimated to the bidders with a notice of 7 days to 14 days and the bidder should get ready accordingly to participate in the demonstration session with the requested sample of items without fail.

Failure to attend or demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids.

The Tender Inviting Authority's/User Institution's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during demonstration as mentioned above.

4.16 Price Bids Opening

The opening of the price bid shall be done by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful PDI/demonstration, conducted by the Technical Committee/Tender Inviting Authority shall be opened.

Price Offered shall be in Indian Rupees. *Price should be quoted for the machine and also for the consumables of the machine i.e. Blood collection bag .The cost of CMC of the machine should also be quoted*

There shall also be no hidden costs.

Applicable GST shall be quoted in separate column in numeric values (If the field is left blank, value will be taken as zero) in the BOQ format.

The quoted rate should include customs duty, transportation ,insurance, packing & forwarding or any other incidental charges for door delivery at the CRCBC & including GST.

4.17 Award of Contract

The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, if any, i.e. after price bid opening.

Notification of Award/Letter of Intent (LOI)

Before expiry of the bid validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered/speed post

The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD may be forfeited and the award may be cancelled.

The Notification of Award shall constitute the initiation of the Contract.

4.18 Signing of Contract

The successful bidder shall execute an agreement in the format as given under Annexure I for ensuring satisfactory supply, installation, commissioning and the after sales

service/support during the warranty period.

Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement Annexure I) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered/speed post or in person.

Assignment:-The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

Modification of contract:-If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority/User Institutions, the successful bidder shall convey its views to the Tender Inviting Authority/user institutions within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority's/User Institution's amendment/modification of terms of the contract.

4.19 Performance Security

There will be a performance security deposit amounting to the value as mentioned in Section II excluding taxes, which shall be submitted by the successful bidder to the Tender Inviting Authority within 10 days from the date of issuance of Contract/Purchase order. The successful local MSE bidders shall have to pay 10% of the prescribed performance security.

The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.

Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

Failure of the successful bidder in providing performance security mentioned in Section II and/or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:-

It shall be in any one of the forms namely Account Payee Demand Draft issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution.

Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

4.20 Delivery and Installation

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

Installation & Commissioning: The electrical power supply point will be

provided by the purchaser at the room where the equipment will be installed but the wiring and electrical fittings inside the room and accessories if any required for installation & commissioning of the equipment from the power supply point to the point of actual installation or any other civil work required for installation of the equipment will be provided by the supplier without any extra cost.

4.21 After Sales Service Conditions

CRCBC, Cuttack attaches paramount importance to the after sales service of the equipment installed to ensure smooth operation afterwards. The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period mentioned in the Specific Conditions of Contract, for which the rates of Comprehensive Annual Maintenance Contractor Comprehensive Maintenance Contract, in simple terms (CMC- including all essential spares needed for the satisfactory performance of the equipment) shall be finalized at the time of bidding itself.

The rate offered for CMC charges will be considered for evaluation of prices and deciding on the successful bidder.

The after sales terms and conditions will be strictly enforced and those bidders who are willing to support the Tender Inviting Authority in its endeavor to provide trouble free operation/performance of the equipment for the prescribed period need only participate in the bid.

The after sales service shall be performed during the warranty period and also during the Comprehensive Maintenance Period (CMC), if awarded. The detailed terms and conditions for after sales service mentioned hereunder.

Failure to provide satisfactory after sales services during or after the warranty period and CMC will lead to black listing/debarring of the bidders, but after issuing due notice and provide opportunity for being heard.

Guarantee/Warranty Terms:-

The successful bidder has to warrant that the Goods supplied under this Contract are new, unused and as per specification .

The successful bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.

All the equipment including the accessories supplied should carry comprehensive warranty at least for a period of 5 years in the first instance. During this period, the successful bidder shall replace all defective parts and attend to all repairs/breakdowns and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful bidder during the period of comprehensive warranty.

On expiration of the comprehensive warranty period, the successful bidder shall be willing to provide after sales support for an additional period of 5 years. The prospective bidder, who are manufacturers, shall submit an undertaking in the format T6 & T7 from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC period, if awarded. The OEM shall also assure continuity of service to their product including the sale of blood collection bag, in the event of change in dealership .

If the successful bidder, having been notified, fails to rectify the defect(s) within the period

specified, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful bidder under the contract.

Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment or to provide stand by equipment if the fault/downtime exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and may lead to blacklisting/debarring of the defaulting bidder.

A warranty certificate duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.

The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC period, by the demand of User Institutions and also when major spares are replaced.

Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.

The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC or on demand from the user institution and submit a 'calibration certificate' to the head of the User Institution with a copy to the Tender Inviting Authority afterwards.

All software updates, if any required, should be provided free of cost during Warranty / CMC period.

Comprehensive Maintenance Contract (CMC)

The decision to enter into CMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority or User Institution, at its discretion, prior to the expiration of warranty period.

During Comprehensive Maintenance Contract, the cost of spares will be borne by the Tender Inviting Authority or the user institutions, as the case may be. During the period of CMC, other terms and conditions will remain the same as in the case of Comprehensive Warranty/CMC, except in respect of the cost of spares.

4.21 Force Majeure

For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority /User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority /User Institution in writing of such conditions and the cause

thereof within twentyone days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

4.22 Resolution of Disputes

If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful bidder in connection with or relating to the contract, the parties shall make every effort or solve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Authority/User Institution or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of CRCBC, Cuttack whose decision shall be final.

Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Cuttack, Odisha.

Applicable Law & Jurisdiction of Courts

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

All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Cuttack/High court of Odisha.

4.23 Termination of Contract

Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.

In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender

Inviting Authority/User Institution for arranging such procurement.

Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful bidder shall continue to perform the contract to the extent not terminated.

Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the Tender Inviting Authority/User Institution.

Termination for convenience: - The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/ User Institution's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate *inter-alia*, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

SECTION - V

Technical specification of Cell Separator (Apheresis) machine

1. Continuous Flow Blood Cell Separator.
2. Apheresis machine must have built in return line air detector to avoid air embolism.
3. Built in automated protocols for majority (4 of 6) of the below procedures.
 - a. Leukoreduced Plasma Collection.
 - b. Therapeutic Plasma Exchange.
 - c. Single or double RBC collection and/or RBC Exchange.
 - d. Peripheral Blood Stem Cell Collections.
 - e. Granulocyte Collection.
 - f. Leukoreduced platelet collection.
4. Automatic Pump Loading & Priming of disposables sets.
5. Automated Self-test to ensure maximum patient Safety.
6. It should have access, return and centrifuge pressure sensor.
7. Built in Automated Interface management system.
8. Separate Anticoagulation pump with custom programming adjustability.
9. Built in Bolus management function.
10. Single access line for performing procedure of plateletpheresis. Double access line for performing procedures of therapeutics plasma exchange/therapeutic erythrocytapheresis/therapeutic leucopheresis.
11. Configurable maximum volume depletion levels either by weight or percentage of Total Blood Volume.
12. Intuitive Graphical user interface.
13. Must have built in Folding touch screen with colour LCD screen.
14. Cassette systems with automatic loading of pumps, valves and sensors.
15. Built in ACD Detector.

16. Should have Custom prime management (e.g. blood prime).
17. Audio visual alarms.
18. Periodic Instrument Calibration certificate for the various parameters and QC of the products should be provided/maintained by the vendor.
19. US FDA/ European CE (Issued by a notified body) approved Model should be offered.
20. Power Supply 220VAC +/- 10 %, 50Hz.
21. Online UPS of suitable rating with voltage regulation, spike protection and maintenance free batteries for 60 minutes back up to be provided.

Terms & conditions:(Mandatory)

1. Five Year warranty followed by Five years CMC (Comprehensive Maintenance contract).
2. Training to staffs on the operation of the new equipment to be provided by the company.

SECTION-VI

FORMATS FOR SUBMISSION OF BIDS

FORMAT- T1 CHECKLIST

(To be submitted in Part I-Technical Bid)

The documents have to be arranged as per the order mentioned in check list for ease of scrutiny.

Name of the Bidder:

| Sl. No | Item | Yes / No | Page No. |
|--------|--|----------|----------|
| 1 | Format-T1(Check List) | | |
| 2 | Bid Document Cost as DD (Rs.10,000/- | | |
| 3 | Earnest Money Deposit(s) | | |
| 4 | Format-T2 (Details of Items quoted) | | |
| 5 | Format-T3 (Details of EMD submitted) | | |
| 6 | Format-T4 (Details of Bidder) | | |
| 7 | Format-T5(Declaration Form) | | |
| 8 | Format-T6(Manufacturer's Form- in case the bidder is the OEM) | | |
| 9 | Format - T7 (Manufacturer's authorization Form- in case the bidder is the authorized importer /distributor of OEM) | | |
| 10 | Format -T8 (Annual Turnover Statement by Chartered Accountant) | | |
| 11. | Copies of the annual audited statements/Annual Reports for the financial years 2020-21, 2021-22 & 2022-23 | | |
| 12 | In case of distributor, the annual turnover statements/ Copies of the pages of the annual audited statements of the Annual reports along with their turnovers for the financial years 2020-21, 2021-22 & 2022-23 | | |

| | | | |
|----|---|--|--|
| 13 | Format-T9 (Performance Statement during the last three Years) | | |
| 14 | Copies of purchase orders & end user certificates in support of the information furnished in Format T-9 | | |
| 15 | Format-T10 (Statement of deviation- Technical Specification) | | |
| 16 | Format T-11 (Para-wise compliance to technical specification of the equipment) | | |
| 17 | Copy of the Leaflets/ Technical Brochures / Product Data Sheets of the Model offered highlighting features in support of the information provided in Format-T11 | | |
| 18 | Copy of Quality Certificates (valid ISI/BIS/CE/USFDA / IEC etc. & ISO) of the product / organization (As per Section V - Technical Specification). | | |
| 19 | Copy of Import License (In case the bidder is Importer) | | |
| 20 | Copy of the GST registration certificate | | |
| 21 | Copy of PAN card | | |

Format - T2

(To be submitted in Part I-Technical Bid)

DETAILS OF THE ITEM(S) QUOTED

| Sl. | Name of Item | Name of Manufacturer | Country of Origin | Make | Model |
|-----|--------------|----------------------|-------------------|------|-------|
| 1 | | | | | |
| 2 | | | | | |

Signature of the Bidder :

Date:

Official Seal:

Format –T3
(To be submitted in Part I-Technical Bid)

DETAILS OF EMD SUBMITTED

| Sl. | Item | Instrument No. &Date & name of Bank | EMD Amount(Rs.) |
|-----|------|---|-----------------|
| | | | |
| | | | |

Signature of the Bidder:

Date:

Official Seal:

Format-T4

(To be submitted in **Part-I Technical Bid**)

DETAILS OF THE BIDDER

| GENERAL INFORMATION ABOUT THE BIDDER | | | | | | |
|--|---|--------------------------|------------------------|--------------------------|-----------------|--------------------------|
| 1 | Name of the Bidder | | | | | |
| | Registered address of the firm | | | | | |
| | State | | District | | | |
| | Telephone No. | | Fax | | | |
| | Email | | Website | | | |
| Contact Person Details | | | | | | |
| 2 | Name | | Designation | | | |
| | Telephone No. | | Mobile No. | | | |
| Communication Address | | | | | | |
| 3 | Address | | | | | |
| | State | | District | | | |
| | Telephone No. | | Fax | | | |
| | Email | | Website | | | |
| Type of the Firm (Please ✓ relevant box) | | | | | | |
| 4 | Private Ltd. | <input type="checkbox"/> | Public Ltd. | <input type="checkbox"/> | Proprietorship | <input type="checkbox"/> |
| | Partnership | <input type="checkbox"/> | Society | <input type="checkbox"/> | Others, specify | <input type="checkbox"/> |
| | Registration No. & Date of Registration. | | | | | |
| Nature of Business (Please ✓ relevant box) | | | | | | |
| 5 | Original Equipment Manufacturer (OEM) | <input type="checkbox"/> | Authorized Distributor | <input type="checkbox"/> | | <input type="checkbox"/> |
| | Direct Importer | <input type="checkbox"/> | | | | <input type="checkbox"/> |
| Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.) | | | | | | |
| 6 | Name | | Designation | | | |
| | Name | | Designation | | | |
| 7 | Whether any criminal case was registered against the company or any of its promoters in the past? | | | | Yes/No | |
| 8 | Other relevant Information | | | | | |
| 8.a | <u>GST Registration</u> Pl. mention whether Registered under GST: _____ Furnish the copy of the GST registration certificate | | | | | |
| 8.b | PAN: Furnish the copy of the PAN | | | | | |

| | |
|--|--|
| 9 | Details of existing Service Center in Odisha Or Eastern India: |
| 10 | <p><i>Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD/Payment for supply if any (if selected)</i></p> <p>Name of the Bank : Full address of the : Branch concerned Account no. : Name (as mentioned in the bank account): IFS Code of the Bank :</p> |
| <p><i>Signature of the bidder/Authorised signatory</i> <i>Date:</i> <i>Office Seal</i></p> | |

Format-T5

(To be submitted in **Part-I Technical Bid**)

DECLARATION FORM

(Affidavit before Executive Magistrate/ Notary Public)

I/We.....having My/our office at.....
..... Do declare that I/We have carefully read all the terms & conditions of bid of
CRCBC, Cuttack for the supply of Equipment and consumables (Name of the equipment as per
Format T2). The approved rate will remain valid for a period of five years from the date of approval.
I will abide by all the terms & conditions set forth in the Bid document
Reference No..... Along with the subsequent amendment, if any.

I/We do hereby declare I/We have not been de-recognized / black listed by any State Govt. /
Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions for supply of Non-
standard quality equipment/Non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance
Security Deposit and blacklist me/us for a period of 3 years if, any information furnished by us proved
to be false at the time of inspection / verification and not complying with the Bid terms & conditions.

I/We..... do hereby declare that I/
We will supply the
_____ as per the terms, conditions
& specifications of the bid document. I/we further declare that I/we
have a service center in Odisha/ Eastern India to carry out the maintenance
of the equipment offered.

Signature of the bidder

Seal

Date:

Name & Address of the Firm

Format-T6

(To be submitted in **Part-I Technical Bid**)

MANUFACTURER'S OFFER FORM

(To be submitted by the bidder in its **letter head** in case the bidder is the manufacturer)

No.

Date

To
The Director
Central Red Cross Blood Centre, Cuttack

Dear Sir/ Madam,

Bid Reference No:

Equipment Name:

1. We (name of the OEM) declare that we are the original Manufacturers of the above equipmenthaving registered office atemail IDand website.....), and having factories at_____.
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference No.
3. We hereby declare that we are willing to provide guarantee/ warranty and after sales service during the period of warranty /CMC as per the above bid and also supply spares/reagents/consumables for a period of 5 years.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments bided within the stipulated time.

(Name)
For& _____ on _____ behalf _____ of _____ M/s

Place:

Seal

Note: *This letter of authority should be on the **letterhead** of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

Format-T7

(To be submitted in **Part- I Technical Bid**)

MANUFACTURER'S AUTHORISATION FORM

*(to be submitted by the bidder in the **letter head of the manufacturer** in case the bidder is an authorized distributor/importer of OEM)*

No.

Date:

To

The Director

Central Red Cross Blood Centre, Cuttack

Dear Sir /Madam,

Bid Reference No :

Equipment Name :

1. We(name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & Email ID and website), having factories at ___ and

_____,do hereby authorize M/s._____(Name and address of bidder) as

_____(**Importer / Distributor**)to submit bids, and subsequently negotiate and sign the contract with you against the above bid no.

2. **No company or firm or individual** other than M/s.

Are authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.

3. We also hereby undertake to provide full guarantee/warrantee /CMC as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC and to supply all the spares/reagents/ consumables for 6years.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment's bided within the stipulated time.

(Name)

For and on behalf of M/s._____

_____Date:

(Name of manufacturers)

Place:

Seal

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Format-T8

(To be submitted in **Part- I Technical Bid**)

ANNUAL TURNOVER STATEMENT

The Annual Turnover for the last three financial years of M/S _____
Who is a manufacturer/importer/Distributor of medical equipment are given below and
certified that the statement is true and correct.

| <i>Sl.No.</i> | <i>Financial Year</i> | <i>Turnover in (Rs) Both in words and figures</i> |
|----------------------|------------------------------|--|
| 1 | 2020-21 | |
| 2 | 2021-22 | |
| 3 | 2022-23 | |
| | <i>Average</i> | |

Date:
Signature of Auditor/ Chartered Accountant

(Name in Capital letters)

Membership No.

Place:

Seal

N.B: This turnover statement should also be supported by copies of audited annual statement of the last three years/Annual Report and the turnover figure should be highlighted there.

Format-T9

(To be submitted in ***Part- I Technical Bid***)

PERFORMANCE STATEMENT

(For the period of last **three years**)

(Pl. Furnish order copies of the clients serially, the names of which are mentioned below)

Name of Bidder:

Name of Manufacturer: _____ **Name of the Item:** _____

| Sl. | Order placed by (Address of purchaser)(attach documentary proof)* | Order no. & Date | Item Name | Make & Model | Qty | Value of Contract (Rs.) | Date of Comple tion | Have the goods been functioning satisfactorily (attach documentary proof)** |
|-----|--|---------------------|------------------|--------------------|-----|--------------------------------|---------------------------|---|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| .. | | | | | | | | |
| | | | Total Qty | | | | | |

(Attach separate sheets if the space provided is not sufficient)

Signature and seal of the Bidder

*The documentary proof will be **copies of the purchase order** (during the last 3years) indicating P.O. No. And date.

~~**The documentary proof will be certificate from the consignee /end user indicating P.O. No. and date.~~

Format-T10

(To be submitted in ***Part-I Technical Bid***)

STATEMENT OF DEVIATION-TECHNICAL SPECIFICATION

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

| Sl. No. | Item Name | Clause of Technical Specification | Statement of Deviations / Variations if any |
|---------|-----------|-----------------------------------|---|
| 1 | | | |
| 2 | | | |
| .. | | | |
| .. | | | |
| .. | | | |

(Attach separate sheets if the space provided is not sufficient)

In case there is no deviation from technical specification, Pl. mention **No *Deviation***.

Signature of the Bidder Name:

Date:

Place

Seal

Format-T11

(To be submitted in ***Part-I Technical Bid***)

PARAWISE COMPLIANCE TO TECHNICAL SPECIFICATION OF THE PRODUCT(S) OFFERED

[Furnish **parawise compliance** in a tabular form (as per the format mentioned below), where the technical specification (parawise) as per bid should be mentioned in the left column & bidder's compliance at the right with mention of page no. of the product catalogue/product data sheet].

Name of the Item:

Make: Model No.:

| Bid Specification (Parawise) | Bidder's Compliance-Parawise | Page No. of the technical brochure where the compliance is mentioned |
|-------------------------------------|-------------------------------------|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Add **separate sheets** depending upon the space requirement)

Signature of the Bidder

Name:

Date:

Place:

Seal

SECTION-VII

Annexure-I

AGREEMENT

THIS AGREEMENT made the.....day of..... 20 between
..... (Name
And Address of **Purchaser**) represented by the Director
.....(Herein
After “the **Purchaser**”) of one part and (Name and Address of Supplier)
..... (Herein after “the Supplier”) represented by
.....(Name of
the
Authorized Signatory and Designation), Aged Years, residing
at
..... (Full Residential Address of the Signatory)of the other part:

WHEREAS the **Purchaser** has invited bids for the supply of..... (Brief
description of goods and services vide bid no... dated.....).
The supplier has submitted technical and price bids and also demonstrated the technical specifications /
features / other quality requirements as contained in the bid document. The **Purchaser** has finalized the bid
in favour of the Supplier for the supply of the said goods and services for a total cost of Rs... (Contract
Price in Words and Figures)(Herein after “the Contract Price”) and issued Letter of Intent/ Supply Order
No.....Dated.....

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to the mean the bid document referred to.
2. The following documents shall be deemed to formand be read and constructedas part of this Agreement, viz.:-

All the documents submitted by the bidder as part of technical bid and price bid;
The Schedule of Requirements;
The Technical Specifications and other quality parameters;
The clarifications and amendments issued/received as part of the bid document
The General Conditions of Contract;
The Special Conditions of Contract; and
The **Purchaser**'s Letter of Intent

3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER

1) Basic Price (in Rupees) for Cell Separator Machine

| Sl.No. | Brief Description of goods | Unit Price | GST & other Taxes Pay able | Total amount (including all taxes) (3+4) | Cmc charge (including all taxes) for 1 st year | Cmc charge (including all taxes) for 2nd year | Cmc charge (including all taxes) for 3rd year | Cmc charge (including all taxes) for 4th year | Cmc charge (including all taxes) for 5th year | Total (5+6+7+8+9+10) |
|--------|----------------------------|------------|----------------------------|--|---|---|---|---|---|----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |

2) Basic Price (in Rupees) for Blood Collection bag/kit

| Sl.No. | Brief Description of goods | Unit Price | GST & other Taxes Pay able | Total amount (including all taxes) (3+4) |
|--------|----------------------------|------------|----------------------------|--|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said.....(For the **Purchaser**)

In the presence of.....

Signed, Sealed and Delivered by the

Said.....

(For the Supplier)(Signature, Name, Designation and Address with Office seal)

In the presence of.....

1) (Signature, Name and Address of witness)

• (Signature, Name and Address of witness)