



ZIQITZA HEALTH CARE LIMITED

**Tender for Supply and Installation of Pulse Oxymeter in ALS & BLS Ambulances on
Rate Contract Basis**

**Ziqitza Health Care Limited,
23rd Floor, Sunshine Tower,
Senapati Bapat Marg,
Dadar West, Mumbai- 400013**

Ziqitza Health Care Limited
[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 Bidder(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 Bidder(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 within formation to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain in all the information each bidder 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 bidder may have a better knowledge of the proposed Project than others. Each bidder 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 acting on behalf of NHM, may at its sole discretion may cancel the tender/ contract at any time without assigning and reasons for the same.

SECTION 1

NOTICE INVITING TENDER

Sealed Tenders are invited by Ziqitza Health care Limited (ZHL) on behalf of Department of Health and Family Welfare, Government of Odisha, from the eligible bodies for supply and installation of Pulse Oxymeter in ALS & BLS ambulances on rate contract basis as per detailed specifications enclosed.

Tender No and Date	ZHL-RFP-001 Dated 27 th April'23
Items to be procured	Supply and installation of Pulse Oxymeter for ALS & BLS Ambulances on Rate Contract Basis
Date and Time of Pre-bid meeting	4 th May 2023, 11:00 AM
Date and Time of Submission of Tender Documents	18 th May 2023, 5:00 PM
Date and Time of Opening of Technical Proposal	23 rd May 2023, 11:00 AM
Date and Time of opening of Financial Proposal	24 th May 2023, 11:00 AM
Venue for the pre-bid meeting & Opening of Tender	National Health Mission, Annex Building, SIHFW, Nayapalli, Bhubaneswar-751012.
Venue for Submission of Tender Document	Ziqitza Health Care Limited 7th Floor, IDCO Towers, Rupali Square, Bhubaneswar Odisha-751007
Mode of Submission of Bids	The bid should be received through courier, speed post or registered post. Proposals received after the due date and time of submission shall be treated as late bid and be liable for rejection.

The Tender document can be downloaded from www.zhl.org.in up to 10th May 2023, 5:00 PM

SECTION 2 -ELIGIBILITY CRITERIA

- a. The bidder must have three years' experience in supply and, installation and commissioning of medical equipment in ALS and BLS ambulance to Government Departments.
- b. The bidder should have an average annual turnover of Rs.2.00 Crores or more during the last three financial years 2019-20, 2020-21, 2021-22. The bidder must attach audited statement of accounts duly certified by the statutory auditor and a certificate duly certified by Chartered Accountant for the last three financial years 2019-20, 2020-21,2021-22 as supporting documents (as per Annexure –8)
- c. The bidder shall have valid GST registration.
- d. The bidder should not have been blacklisted by any State or Central Govt. Institutions nor have been convicted by any court of law. The bidder should not have any contract cancelled for non-fulfilment of supply to Government of Odisha or any other State and Central Government. certificate to this effect to be submitted by the bidder along with the bid documents.
- e. Bidders should provide certificate (in the format Annexure-9) of successful supply of equipment in ALS/BLS ambulance mentioned in the RFP to Govt./ PSU/ Corporate Hospitals of Rupees 50 Lakh as average of the last three financial years. Bidders who have not completed supply as per the terms and conditions in any of the contracts and the contracts cancelled will be deemed to be in default and thus ineligible to bid. The bidders shall have to furnish their past performance in the format **Annexure-9**.
- f. Bidding through a consortium arrangement is not permitted
- g. The bidder must supply the goods as per quality standard (ISO/BIS, USFDA/European CE) as specified in the technical specification against the relevant item.
- h. Bidders who comply with the specification of Pulse Oxymeter will qualify for financial bid evaluation.

Special Condition:

As per amended General Finance Rules, any equipment with origin from countries which share a land border with India will not be considered even if they meet the specifications defined in the RFP. However, nations with which India has a line of credit or counties to which India provides development assistance are exempted.

SECTIONS 3-INSTRUCTIONSTO BIDDERS

1. Technical Bid, (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. 5,00,000 (Five Lakh Only), in form of Bank Guarantee / RTGS/ Pay Order/or Demand Draft from any scheduled commercial bank in the prescribed form 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 withdraw 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.
- B. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the tender without any interest. The EMD of successful bidder will be returned after submission of performance security.
- C. Duly filled in formats as per section 6. All formats should be signed by the authorized signatory with name, designation and stamp of the company.
- D. Details of orders executed for Medical Equipment during the last three years with Purchase orders and performance statement in the specified format- (Annexure-9) supported by client certificates.
- E. Items supplied in ALS / BLS ambulances to Government if any for the last three years with copies of Purchase order and client 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 as per defined format confirming acceptance of all terms and conditions of the tender including special conditions
- H. Manufacturer's Authorization Certificate would be mandatory to be submitted for Pulse Oxymeter. Detailed specifications of Pulse Oxymeter is given in Section 5.
- 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 of three years, for a further period of two years so as to cover the equipment for a total of 5 years from the date of award of LOI/ P.O. in the price bid.

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

1. Brief Company profile, local presence, associates, major clients & projects etc.
2. Experience and capabilities of conducting similar assignments in ALS / BLS Ambulances.
3. Details regarding After Sales Service

K. The commercial bids of bidders who are successful in Technical Bid Evaluation only would be considered for opening. The commercial bid should also contain the following documents of the bidder.

- a. Copy of PAN
- b. IT Return for last three financial years, 2019-20, 2020-21, 2021-22

c. GST certificate

2. Commercial Bid (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.

Bid submitted with any conditional technical and financial offer will be out-rightly rejected.

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 of three years. The Comprehensive maintenance contract (items for which CMC required) for the balance period (additional two years), should be given clearly giving the breakup of the cost. The landed price per unit including comprehensive maintenance 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 excluding the CMC. For CMC the rates will be frozen and if required by the service provider bidder. Will enter into CMC separately with the Service Provider before the expiry of the 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 will be put in another sealed cover super scribed as " TENDER FOR SUPPLY& INSTALLATION OF PULSE OXYMETER in BLS and ALS Ambulances (TENDER NO.001) & ADDRESSED to:

The Chief Executive Officer
Ziqitza Health Care Limited
7th Floor, IDCO Tower,
Rupali Square,
Bhubaneswar
Odisha-751007

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 Rate Contract Tender:

The rate contract shall be valid for a period of 2 years from the date of finalization of tender. Hence the bid prices quoted shall remain valid for a period of two years from the date of issuance of LOI to the successful bidder

Performance Security Deposit:

The successful bidder shall be required to submit Performance Security Deposit, amounting to 5% of the purchase order value every time on Purchase Order is issued in favor of the successful bidder in the form of Bank Guarantee in favor of the Govt. of Odisha, within 7-days of receipt of LOI/P.O. Earnest Money Deposit of the successful bidder shall be returned after furnishing the Security Deposit. The Performance Security shall be returned to the suppliers on successful completion of contract after the expiry of the period covered under standard 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 in case of items for which CMC is required.

Performance security for the maintenance contract for balance 2 years (5% of the total bid amount for comprehensive Maintenance Contract) must be submitted to service provider prior to 90 days of expiry of standard warranty period. The validity of Bank Guarantee for the Comprehensive Maintenance Contract should cover 90 days after the completion of maintenance period. If performance security for annual maintenance is not submitted prior to 30 days of expiry of warranty period, then service provider holds right to revoke the 10% performance 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. Technical Committee will evaluate whether the proposal and other bid documents meet all the essential and important requirements, conditions, technical specifications and whether the bidder is eligible and qualified as per criteria laid down in the Tender documents. The bids, which do not meet the requirement, are liable to be treated as non-responsive and would be rejected. The decision of committee as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical criterion bid, would be considered for determining the successful bidder.

The technical proposal of those which fulfil eligibility criteria & Technical specification, shall be evaluated and marks assigned on the basis of documentary proof provided therein. The criteria and marks to be assigned would be as per the following

<u>Technical Evaluation Sheet for ALS & BLS Ambulances</u>			
Sr. No	Criteria	Maximum Marks	Marks Obtained
1	Years of experience in manufacturing/supply of similar equipment of the type specified in the Request for Proposal Document. The marking will be done as under : >=3years <5years 10marks >=5years 20 marks	20	

2	No. of contracts executed relating to supply of Medical Equipment in ALS and BLS ambulances to Government Departments. The marking will be relative wherein the bidder with the highest number will get the highest and the others will get proportionate marks	30	
3	Average Turnover of the last three financial years for (2019-20, 2020-21,2021-22):-Highest turnover -20 marks; turnover below the highest turnover will have proportionate deductions in marks from the total allotment of 20 marks	20	
4	After Sales Service. The agency has to provide details of the existing after sales network and the future plan of after sales network in the State of Odisha	20	
5	Valid ISO certification of the bidder	10	
	Total	100	

Financial bid opening shall be done for only those bidders who score at least 60 marks in technical evaluation. During the technical evaluation process, it is expected that at least 2 bidders will be short listed to ensure competitive financial bidding. The selection of service provider shall be strictly **on least cost basis** of **individual items**.

When a minimum of 2 parties fail to qualify for financial evaluation, the eligibility criteria of 60 marks in the technical scoring may be relaxed only to the extent that at least 2 parties finally get selected during the technical evaluation". If less than 2 will be shortlisted for items, then the bid for that item(s) shall be cancelled.

Price to be quoted as per Annexure-12 (Financial Bid Format). The items for which CMC is not required, L1 will be decided based on lowest unit price quoted for that item. However, the items for which CMC is required L1 will be decided lowest price which will be the total price by adding the unit price with the CMC price. The prices used for calculation of L1 and issuance of Purchase Order will be as per Annexure-12

Total CMC cost (items for which CMC is required) will be for two years after warranty of three years

As this project by the Govt.of Odisha is related to emergency service hence public safety is of utmost priority. Considering the nature of the service, it is mandatory to ensure that the material used for pulse oxymeter 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.

1. Motion Tolerance Clause

The product should also with stand the vibrations and motion during movement of the ambulances, 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.

2. Definition

“Service Provider” means:

Ziqitza Health Care Limited having its Registered office at 23rd Floor, Sunshine Tower, Senapati Bapat Marg, Dadar West Mumbai 400013 and having its local administrative office at 7th Floor IDCO Tower, Rupali Square, Saheed Nagar ,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.

3. General Instructions to Bidders

- i. An Affidavit to the effect is to be submitted by the bidder that it has not been blacklisted or any order cancelled in the past by any of the state Government or Government of India for non-fulfilment of supply of goods as per the contract.
- 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 FP document including terms of reference, he should submit his doubts/clarifications in writing to contactus@zhl.in before the stipulated time period

iii. Clarification of Bidding Documents

Issues relating to the project and received in writing before 15 days from the bid submission due date will be scrutinized and clarified by e-mail. All Queries to be sent to ZHL and queries received after this deadline will not be entertained. All clarifications shall be posted on the website-www.zhl.org.in. 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. Such addenda will become an integral part of the RFP doc.

iv. Tender Fees

Rs.10,000/-+GST in the form of Demand Draft should be remitted by the bidder, issued from a Nationalised / schedule commercial bank 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 as 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, in complete 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. The Bidder should designate one person ("Contact Person" and "Authorized 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.

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

xiii. 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.

xiv. 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 bona-fide mistakes may be treated as an exception at the sole discretion of ZHL if adequately satisfied. Misrepresentation of any information or submitting any incorrect or forged documents would make the bidder liable for blacklisting and the bidder would be barred from bidding for any tender floated by Government of Orissa or on behalf of Government of Orissa.

xv. 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

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

xvii. The Bidder shall prepare one original and one copy of the Proposal. The Proposal, 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.

xviii. The index needs to be given listing all the documents in the proposal

xix. Earnest Money/ Performance Security deposit is for due performance of the contract. It can be forfeited by the ZHL in the following circumstances-

- a. When any terms or conditions of the agreement are infringed.
- b. When the supplier fails in providing the services satisfactorily.

c. Notice will be given to the bidder with reasonable time before the earnest money/security deposit is forfeited.

xx. 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.

xxi. In case there is any change in procedures of pre-bid meeting and technical presentation, it will be informed accordingly.

SECTION 4-GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Standards

The goods supplied under this contract shall conform 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 pulse oxymeter 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 which is the designated delivery site.

4. Delivery

- a) Delivery of the goods and services shall be made in accordance with the terms of this RFP in Annexure 2 and the actual delivery schedule will be 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 for three years from the date of supply against any defect in Pulse Oxymeter.

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.

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.

d. Replacement under the warranty clause shall be made by the Supplier free of all charges.

8. Payment Terms

100% payment will be made by the Service Provider to the vendor on delivery, inspection, installation and commissioning wherever applicable, of the stores. Payment shall be released within 30 days of receipt of invoice and all supporting documents including installation and commissioning of the equipment.

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. Warranty Certificates
- iii. Delivery Challan
- iv. 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. The prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time. Any increase in the GST will be as per actuals at the time of delivery.

c. 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.

d. 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.

e. 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.

f. The bidder must provide details of pulse oxymeter and the price quoted separately.

g. No dealer/wholesaler/purchaser can sell any items for a price more than the MRP.

10. Liquidated Damages/Penalty Clause

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 as “Late delivery charges of 0.5% per each week of delay of the Ambulance equipment would be applicable subject to a maximum of 10 % of the total value of the equipment.” In case of force majeure or any other major logistics disruptions the same may be waived, but it would be on the sole discretion of the service provider.

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 equipment

11. Standards and Quality Assurance for Supply-

a. Bidders need to provide European CE/USFDA/BIS marked Certification of goods supplied, as specified in technical specification.

b. All products must confirm to all the specifications contain here in with respect to the International/Indian Standard codes given. Where CE or ISI Certification of goods are 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 of 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 the service provider/ Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

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 or late delivery charges, penalty or termination for default, if and to the extent that, it's 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 30 days clear notice in writing expressing the reason 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. In the pre-bid meeting the queries raised has to be given in writing.

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. Settlement 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 Bhubaneswar, Odisha 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 it self.

17. Court Jurisdiction

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

SECTION 5-TECHNICAL SPECIFICATIONS

A. Technical Specification of Pulse Oximeter

Sr.	Name of Medical Device	Technical Specification
1	Hand-Held Pulse Oximeter	<p>1.Pulse oximeter is essential to read the current amount of oxygen present in the patient blood by placing the sensor over the fingertip.</p> <p>2. The reading will indicate whether there is urgent need to provide high doses of oxygen or need for intubation.</p> <p>3.Patient type :Adult ,paediatric & Neonatal Continuously displays patient oxygen saturation in real time</p> <p>4.SpO2 measurement range :1 to 100% Accuracy of SpO2 better than $\pm 5\%$</p> <p>5.Pulse rate range at least 25 to 240 bpm, minimum gradation 1bpm.</p> <p>6.Accuracy of pulse rate better than ± 5 bpm.</p> <p>7.Audiovisual alarms required: high and low SpO2 and pulse rate (operator variable settings), sensor disconnected, sensor failure, low battery.</p> <p>8. Should have TFT/LCD Screen display.</p> <p>9. Plethysmograph display is mandatory.</p> <p>10. Should have Respiratory Rate Display</p> <p>(Supporting documents pertaining to ability of performing in low perfusion and motion artifacts conditions must be furnished).</p> <p>11. Rechargeable Battery with Charging Station/adapter backup minimum 2hours</p> <p>10.Spo2 probe(Re-usable):Adult-1no</p> <p>11.Spo2 probe(Re-Usable):Pediatric-1no</p> <p>12.Model should be US FDA/ European CE approved.</p> <p>13.Electrical safety conforms to standards for electrical safety IEC-60601-1</p> <p>14.Manufacturer should have ISO 13485 certified.</p>

SECTION6-ANNEXURESTOBEATTACHEDALONGWITHTHETECHNICAL PROPOSAL

- Annexure1-Covering letter for Technical Bid
- Annexure2-Delivery schedule
- Annexure3-Declarationon Manufacturing facilities/ After Sales service.
- Annexure4-Undertaking1
- Annexure5-Undertaking2
- Annexure6 – Manufacturer’s Authorization Form
- Annexure7– Bidders’ Information
- Annexure8 – Annual Turnover Statement
- Annexure9– Proforma for Performance Statement
- Annexure10-ComplianceSheet
- Annexure11 -Covering Letter for Financial Bid
- Annexure12- Financial Bid
- Annexure13-Bank Guarantee

Annexure-1

(Format for Covering Letter)

[On Letter head of the bidder]

To,

Chief Executive Officer
Ziqitza Health Care Limited
7thFloor Idco Tower,
Rupali Square,
Bhubaneswar
Odisha-751007

Re: RFP Ref. No ZHL Pulse Oxymeter for ALS/BLS Ambulances Tender-001

Respected Sir

Being duly authorized to represent and act on behalf of.....(Hereinafter referred to as “the Bidder” and having reviewed and fully understood all of the requirements and information provided the undersign adhere by apply forth qualification or “”. We are enclosing our Application with EMD amount of Rs. In the form of DD and two copies of Proposal (Part-A, Part-B) with the details as per the requirements of the RFP. We confirm that our proposal is valid for a period of minimum 2 years from (date of bid opening)

Yours faithfully

(Signature of Authorised Signatory)

(Name, Title and Address)

Seal

Annexure2-Delivery Schedule

The successful bidder has to supply all the Pulse Oxymeter at Bhubaneswar as per the requirements during the rate contract period shared by the NHM from time to time. Sufficient advance notice will be given to the vendor.

Once the order for supply is given then Pulse Oxymeter would have to be supplied within 60 days of the release of PO for the particular item.

Annexure 3-DeclarationonManufacturingfacilities/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 Postal Address: Phone /Fax/ E-mail:	
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	

(Signature of Authorized Signatory)

(Name, Title and address) Company Seal

Date:

ANNEXURE 4-UNDERTAKING1

I, _____ Prop./ Partner/ Director of M/s _____ 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 for 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

We 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 two years after finalization of rate contract.

Dated: Signature

Name of Bidder

Company Seal

ANNEXURE 5-UNDERTAKING2

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 pulse oximeter should be covered under standard comprehensive warranty of 3years and CMC for the fourth and fifth year to cover a period of 5years 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-for items for which CMC required): 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 2years, in the price bid. We note that Price bids with out CM Crates 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 Purchase 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 2years after expiry of standard warranty period of 3years, 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 break down within 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 6- Manufacturer's Authorization Form

(To be furnished in the letter head of the manufacturer)

To,
Dear Sir,
Bid Ref No. _____

We _____ who are established and
reputable manufacturers of _____ (name of equipment)
having factories / offices at _____

Registered office at _____ hereby exclusively authorize

M/s _____ (Name and Address of the Bidder) 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)

Name:

Signature and Seal of the Manufacturer

Date :

ANNEXURE 7-Bidder's Information

S.No	Particulars	Details
1	Name of the Project	“Integrated Patient Transport and Health Helpline 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 8--Annual Turnover Statement

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

Sr.No	Year	Amount(Rs)
1	2019-2020	
2	2020-2021	
3	2021-2022	
Total		
Average turnover		

Date:

Place:

(Signature and Seal of Chartered Accountant)

Name in Capital:

Membership Number:

UDIN-

Note:

1. To be issued in the **letter head** of the Chartered Accountant with membership No.
2. Also attach **Audited Financial Statement** to **each year highlighting** the **turnover** in support of the above information.

Annexure-9

(To be submitted along with *Technical Bid*)

**PERFORMANCE
STATEMENT**

(Details Contracts executed for supply, installation & commissioning of Pulse Oxymeter in ALS/ BLS Ambulance during last three years)

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

Name of Bidder:

Sl.	Order Placed by(Name&Address of purchaser)(Attach relevant documents)*	Order No.& Date	Name of Item (s)	Qty	Value of Contract (Rs.	Date of Completion
1						
2						
3						
4						

(Please attach additional sheets in the same format if the space provided is not sufficient)

Signature and seal of the Bidder

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

Annexure10 – Technical Specification Compliance sheet (Equipment wise)

Para wise compliance to Technical Specification

Name of Equipment-

Make-

Model-

Sr. No	Tender Technical Specification	Para-wise Compliance (Yes/No)

(Attach separate sheets if space provided is insufficient)

NB: Please furnish the Technical Brochure of the quoted models and the valid product quality certifications (USFDA/CE/BIS) of the quoted models.

Signature and Seal of the bidder

Annexure-11

(To be submitted with Financial Proposal)

To
Chief Executive Officer
Ziqitza Health Care Limited
7th floor IDCO Tower
Rupali Square, Bhubaneswar
Odisha-751007

Re.: RFP Reference no. _ ZHL Pulse Oxymeter for ALS/BLS Ambulances Tender- 001_
dated _____

Sub: Request for Proposal for _____

Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the contract, I/We hereby propose to supply the goods as described in the RFP document in conformity with the conditions of contract ,technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit the performance security deposit at the time of execution of the formal agreement
4. I/We agree to abide by this proposal/bid for a period of 2years from the date of its bid opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance there of shall constitute a binding contract between me/us.
6. We submit the Schedule of Prices as appended herewith. Encl:
Schedule of Prices (Annexure12)

Yours Sincerely,
Authorized Signatory [In full and initials] _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

Annexure12-FinancialBid(inINR) for ALS/BLS Ambulance Pulse Oxymeter

SI No.	1
Name of Equipment	Hand Held Pulse Oximeter
Unit price (without GST) (A)	
GST as Applicable (B)	
Unit Price with GST (INR) (C=A+B)	
CMC for last 2 years (after warranty) (without GST) (D)	
GST as Applicable (CMC) (E)	
CMC Total Amount with GST (INR) (F=D+E)	
Grand Total (G=C+F)	

*For calculation of column(C)just add(A) and(B).

Signature and Seal of the Bidder

Notes:

- Column(A)is the landed price including GST and standard warranty of three years.
- Column(B) is the CMC for 4th and 5th year and to be quoted as total for both years.
(against items number1 to 5only)
- Column(C) is the landed price of the equipment including all taxes and duties and the CMC for the 4thand 5thyear. (only for items where CMC is required)
- Price quoted in column (C)would be considered while determining the L1for the particular item.The Purchase Order would be raised on each individual item at the price quoted in column A. For purpose of clarity the vendor who will quote lowest incolumn(C)willbegivenLOI/Orderforthe particular itematpricesquotedin column (A).
- The CMC contract would be tered in to on prices quoted in column (B)as mentionedintheRFP.TheCMCwouldbepaidin2instalmentsthefirstinstalment in the 4th year and second instalment in 5th year. CMC would start after the standard warranty period is over.CMC would be applicable in the 4th year and the 5th year.
- The unit rate quoted against each item at Column(A)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.
- The Bidders are advised to study the Scope of Work care fully and quote the price accordingly.
- TheSuppliershallberequiredtomaintaintheitemsforaperiodofthreeyears (warranty period) from the date of completion of the delivery. For items for which CMC required, for additional 2years 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.

Signature and Seal of the Bidder

Annexure13-Bank Guarantee Format for Performance Security

**BANK GUARANTEE FORM
(for Performance Security)**

To
Ziqitza Health Care Limited
23rd Floor, Sunshine Tower, Senapati Bapat Marg,
Dadar west, Mumbai-400013

WHEREAS.....(Name and address of the
successful bidder (Hereinafter called “ Supplier” has undertaken, in pursuance of contract No

.....
dated (hereinafter “the contract”) to supply, installation & commissioning
of..... (description of Items)

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you
with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein
as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the Supplier; NOW
THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf
of the supplier, up to a total of..... (Amount of the
guarantee in words.....

and figures.....), and we undertake to pay you, upon your first written
demand declaring the supplier to be in default under the contract and without cavil or argument, any
sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or
to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us
with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be
performed there under or of any of the contract documents which may be made between you and the
supplier shall in any way release us from any liability under this guarantee and we hereby waive notice
of any such change, addition or modification.

This guarantee shall be valid up to 90 days after the date of completion of the contractual
obligations including warranty period, i.e. up to (indicate date)

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch