



State Health Resource Centre [SHRC]
1ST Floor, State Health Training Centre Building,
Budhapara Bijli Office Chowk Near Kalibadi
Raipur, Chhattisgarh (India)-492001.

Website: <http://www.shsrc.org>

e-mail: shrc.cg@gmail.com

Phone: 0771 - 4247444, 2236175

RATE CONTRACT TENDER
FOR THE SUPPLY OF
DIGITAL THERMOMETERS

LAST DATE FOR THE SUBMISSION OF TENDER: 31/10/2023 (Till 03.00PM)





**State Health Resource Centre [SHRC]
1ST Floor, State Health Training Centre Building,
Budhapara Bijli Office Chowk Near Kalibadi
Raipur Chhattisgarh [India] – 492001.**

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S.No.	PARTICULARS	DETAILS
1	TENDER DOCUMENT AVAILABLE AT WEBSITE	https://shsrc.org
2	TENDER DOCUMENT AVAILABLE FROM	Date: 01/10/2023
3	STARTING DATE FOR THE SUBMISSION OF BID	Date: 03/10/2023
4	LAST DATE AND TIME FOR THE SUBMISSION OF BID	Date: 31/10/2023 (Till 03.00 PM)
5	DATE & TIME OF OPENING OF THE TECHNICAL BID	Date: 31/10/2023 (03.30 PM)
6	DATE & TIME FOR THE SUBMISSION OF CLAIM OBJECTION	Date: 06/11/2023 (Till 05.00 PM)
7	DATE & TIME OF OPENING OF THE FINANCIAL BID	Date: 08/11/2023 (11.30 AM)
8	PLACE OF OPENING OF BID	State Health Resource Centre [SHRC] 1 ST Floor, State Health Training Centre Building, Budhapara Bijli Office Chowk, Near Kalibadi Raipur (Chhattisgarh) –492001.
9	VALIDITY OF RATE CONTRACT	Twenty Four (24) months from date of awarding the contract.
10	EMD AMOUNT	Rs. 5,000.00 (Rupees Five Thousand Only)
11	BID FEE	Rs. 500.00 (Rupees Five Hundred only)



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1ST Floor, Budhapara Bijli Office Chowk
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Tender Notice

Tenders are invited from eligible Manufacturers / Firms / Companies / Distributors / Dealers for the supply of **DIGITAL THERMOMETERS** through open tender enquiry system as per the specification details mentioned in the tender document.

The details of tender documents can be downloaded from the website

<https://www.shsrc.org> of State Health Resource Centre, Raipur [Chhattisgarh].

Last date of Bid Submission is 31/10/2023 (Till 03.00 PM)

Date:

Executive Director
State Health Resource Centre
Raipur [Chhattisgarh]



DESCRIPTION & DIRECTIVE

The **State Health Resource Centre, Raipur [Chhattisgarh]** works as an additional technical capacity to the Department of Health and Family Welfare, Government of Chhattisgarh invites offline rate contract tender for the supply of **DIGITAL THERMOMETERS** as per the technical specifications mentioned below. A tentative requirement of around 35,300 Digital Thermometers has been estimated for the next two years. The required quantity shall be purchased in a sequential manner during the next two years starting from the date of signing the rate contract, at the same quoted rate.

Required Specification of Digital Thermometers

Technical Specification	Requirement
Description	Digital Thermometer
Temperature range	89.6 F to 109.2 F
Display	Liquid Crystal Display
Battery life	Minimum 200 Hrs.
Warranty Period	1 Year (Please see details as per clause (I.) of the tender document)



INSTRUCTION TO BIDDERS

Bidders are advised to carefully read the tender documents and fill in bid accordingly.

Proposals must reach the following address by or before the last date.

**The Executive Director,
State Health Resource Centre, Chhattisgarh
1st Floor, State Health Training Centre Building
Budhapara Bijli Office Chowk, Near Kalibadi
Raipur [Chhattisgarh, India] – 492001.
Phone: 0771 - 4247444, 2236175**

A. ELIGIBILITY CRITERIA OF BIDDER

1. For Manufacturers: Having valid Manufacturing license, Production certificate issued by industries department for item / items category quoted.
2. For Authorized Distributor: Having authorization (in letter head of Original Equipment Manufacturer {OEM} or 100% Subsidiary only) from the original manufacturer or 100% subsidiary.
3. For imported products: Authorized Distributor / 100% Subsidiaries of original Manufacturers, having valid Import-Export License / Certificate.
4. Bidder should have valid CE/USFDA/ISO (at least one out of CE/USFDA/ISO) certificate of the product.
5. Bidder should have valid GST registration certificate.
6. Average annual turnover should be Rs. Twenty lac or more, over last three (03) financial years.

B. TENDER PROCESSING FEES (TPF) (Non Refundable)

1. Tender Processing Fees [TPF] of Rs.500/- (Rupees Five Hundred Only) to be deposited by the bidders by the way of Demand Draft in favor of “**State Health Resource Centre Chhattisgarh**” payable at Raipur.



2. Tender processing fees will be exempted for those who are exempted by competent authority of the government of Chhattisgarh / Central Government. However to avail the same, the bidder need to provide sufficient documentary evidence in support of such claimed exemption at the time of submitting the tender document.
3. The tender processing fee is non-refundable once a bid is submitted.

C. VALIDITY OF BID

The bid shall be valid for a period of 24 months from the date of opening of Cover -A (Technical Bid).

D. EARNEST MONEY DEPOSIT (EMD)

1. EMD Rs. 5,000.00 (Rupees Five Thousand Only) should be deposited in the form of Demand Draft drawn from any Nationalized / Commercial Bank in favor of "State Health Resource Centre" payable at Raipur, Chhattisgarh accompanied with Technical Bid (Cover A). The State Health Resource Centre will not pay any interest on any EMD.
2. EMD will be exempted for those who are exempted by competent authority of the government of Chhattisgarh / Central Government. However to avail the same, the bidder needs to provide sufficient documentary evidence in support of such claimed exemption at the time of tender document submission.
3. EMD shall be forfeited if bidder will withdraw his bid before completion of the process of bid.
4. EMD of unsuccessful bidders will be returned to them within 15 days of the award of work order.

E. TENDER PROCESS

The tender will have two covers system consisting of Cover - A & Cover - B. Both Cover - A & Cover - B together to be submitted in an envelope mentioning "Tender documents for the purchase of Digital Thermometers"



1. Cover-A: Technical Bid

- Tender Processing Fee (TPF)
- Earned Money Deposit(EMD)
- Required Documents

2. Cover-B: Financial Bid

3. Sample: A sample Digital Thermometer also to be submitted in a separate pack with the firm's name & address written on the cover.

All the above (1), (2) & (3) must have firm's name with address written on it mentioning "Tender for the purchase of Digital Thermometer".

➤ Requirements of Cover-A:

The following documents are to be furnished by the Bidder along with Technical Bid:

- i. Original Demand Draft of Rs. 500/- (Rupees Five Hundred Only) as tender processing fee.
- ii. Original Demand Draft of EMD / Proof regarding exemption of EMD.
- iii. General Information of the bidder with contact detail (As per Annexure-01).
- iv. Self attested copy of valid Registration of Firm / Company / Establishment
- v. Self attested copy of PAN Number.
- vi. Self attested copy of valid GST registration certificate.
- vii. Self attested copy of the existing Bank Account details.(Annexure-02)



- viii. Authorization Certificate of Original Equipment Manufacturer (OEM) / Distributor / Importer (whichever is applicable) (**Annexure-03 or 04**)
- ix. Details of Nearest Service Centre (**Annexure-05**)
- x. Self-Declaration Form (**Annexure-06**)
- xi. Make and model of the equipment Brochure/Leaflet/Literature/Manual
- xii. Product specification in specified column of **Annexure-7**. Suppliers / Bidders have to give technical compliance statement for each clause of tender specification in the form of Yes or No. Any deviation should also be mentioned clearly in the tabular form.
- xiii. CE/USFDA/ISO Certificates (at least one out of CE/USFDA/ISO) mentioned in eligibility criteria / specification of tender document.
- xiv. Signed & attested copies of average turnover certificate during the last three financial years [i.e. FY 2022-23, 2021-22 & 2020-21] of the participating firm. Copy of the last three financial years' [i.e. FY 2022-23, 2021-22 & 2020-21] audited balance sheet including profit / loss figures duly signed and attested by the Chartered Accountant.
- xv. Other relevant documents regarding eligibility & exemptions (if any).

➤ **Requirements of Cover-B:**

The following documents are to be furnished by the Bidder along with Financial Proposal:

- (i) The Financial proposal is to be submitted in the format given at **Annexure-8**. All the bid documents must be signed by the same person(s) who have signed the technical proposal.
- (ii) The Rate quoted should be inclusive of all taxes, levies, insurance, packing and freight / transporting up to given address in Raipur (Chhattisgarh), unloading charges or any other expenses.



- (iii) The rate should be quoted in Indian Rupees in figure as well as in words.

➤ **EVALUATION OF THE BIDS**

- i. The Technical bid (Cover A) will be opened first by SHRC's Procurement Committee and scrutiny of the submitted documents will be done. A Technical Evaluation Committee (TEC) constituted by SHRC will evaluate the quality of the sample Digital Thermometer submitted.
- ii. The results after the above processes (technical bids qualified or rejected) will be informed to bidders through SHRC's website (www.shsrc.org) and by e-mail. Any bidder may submit their claim/objection (if any) by the stipulated date at SHRC's email (shrc.cg@gmail.com).
- iii. Upon review of the claim objection replies/clarification from bidders, the Procurement Committee & Technical Evaluation Committee will list the bidders for the next process (i.e. opening of Financial Bid - Cover B). Result of technical evaluation after claim objection process will be published in SHRC's website and shall also be informed to the bidders through the-mail.
- iv. On the specified date and time as mentioned in the schedule the Financial Bids (Cover B) will be opened of those bidders who are qualified in the technical bid (Cover A). Bidders may remain present during the opening of Cover-B.
- v. Procurement committee of SHRC will evaluate the Financial Bid [Cover B].
- vi. A comparative chart will be prepared and lowest bidder (L1) will be awarded the work order.



➤ **RATE MATCHING:**

This measure is to ensure continuity of supply, in case of non-performance by L1. Only in the event of L1 failing to perform supply obligations as per tender, State Health Resource Centre Raipur may cancel such order to L1 and place same order to next chronological L(n) bidder who offered to match L1 rate, as above mentioned (n=02, 03, 04, 05...).

Note: No bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the work order is awarded. Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or supply order award decision shall result in the rejection of the bid, in addition to other applicable legal liability.

F. ISSUANCE OF WORKORDER

The successful bidder has to submit Pre-bid contract (**Annexure-9**). After receiving the same, State Health Resource Centre Chhattisgarh shall issue work order.

Separate work orders as per the required quantity will be issued at different interval of days during the rate contract period of 24 months.

G. PERFORMANCE SECURITY

1. Performance Security acts as a safeguard against unsatisfactory performance or violation of contract by the supplier. Performance security shall be solicited from successful bidder.
2. The Performance Security for an amount of five percent of the total value of the work order will have to deposit by the successful bidder within 10 days from the date of receipt of work order. The successful bidder can adjust this amount against the EMD amount by paying the required balance amount additionally or in whole, in the form of DD. After submission of Performance Security in whole, in the form of DD, earlier deposited EMD amount shall be released by SHRC.



3. If the performance security amount is not deposited within ten days from the date of receipt of work order, the work order shall be cancelled & EMD shall be forfeited.
4. If the successful bidder breaches / withdraws / alters obligations during tender process and or fails to supply the order within the stipulated period after the issuance of work order, then performance security as available shall be forfeited.
5. If the supplier duly performs and supplies the material as per the work order, then 3 % (three percent) the performance security shall be held back & balance amount without any interest shall be returned to the supplier. The performance amount due to the supplier shall be adjusted in their bill amount.
6. During the subsequent work order, again the Performance Security for an amount of five percent of the total value of the fresh work order will have to deposit by the bidder. This amount shall be adjusted with the 3% (three percent) amount held earlier upon the completion of earlier work order. This process shall continue till the required quantity is delivered.

H. SUPPLY CONDITIONS

- i. The entire ordered quantity shall be supplied within 30 days from the date of issuing the work order.
- ii. In case of delay / failure of supply the order, performance security shall be forfeited.

I. WARRANTY / DEFECTS

- i. The Supplier shall clearly mention guarantee / warranty period.
- ii. During the period of guarantee / warranty, the supplier shall provide comprehensive replacement of all defective pieces / parts of the equipment and its accessories and attend to all repairs / break downs except accidental damage by user. The cost for the replacement / repairs and other expenditure shall be borne by the supplier during the guarantee / warranty period.



J. TRANSPORTATION, FREIGHT & INSURANCE

Successful bidder has to supply the order within 45 days from the date of order placed. The product should be delivered at the given address of State Health Resource Centre's godown / store situated at Raipur (Chhattisgarh).

Transportation cost including insurance, freight, loading - unloading will be arranged & borne by the bidder.

K. PAYMENT TERMS

Payment will be made only after delivery of the required number of units mentioned in the work order. No part or advance payment shall be given. Payment shall be made through cheque or bank transfer in the given bank account of the firm.

L. TDS

TDS shall be deducted at the time of payment as per the Government's norms.

M. RIGHT TO ACCEPTANCE

The Executive Director of State Health Resource Centre Raipur reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of The Executive Director of State Health Resource Centre, Raipur in this regard shall be final and binding.

N. RESOLUTION OF DISPUTES

The Purchaser and the supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the tender. In case of a dispute or difference arising between the State Health Resource Centre, Chhattisgarh and a supplier relating to any matter arising out of or connected with this tender, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Raipur (Chhattisgarh).



O. JURISDICTION

In the event of any dispute arising out of the tender, such dispute would be subject to the jurisdiction of the Civil Court within the city of Raipur and High Court of Chhattisgarh only.

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ANNEXURE-01**GENERAL INFORMATION OF THE BIDDER**

1	Name of the Bidder			
	Registered address of the firm with GSTIN			
	State		District	
	Telephone / Mobile No.			
	Email		Website	

Contact Person Details

2	Name		Designation	
	Telephone / Mobile No.			

Communication Address

3	Address			
	State-		District	
	Telephone / Mobile No.			
	Email		Website	

Type of the Firm (Please \sqrt relevant box)

4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others [specify]	
	Registration No. & Date of Registration					

Nature of Business (Please \sqrt relevant box)

5	Original Equipment Manufacturer [OEM]		Authorized Dealer/Distributor/ Representative	
	Direct Importer		Others [specify]	

Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)

6	In case of Directors, DIN Nos. are required			
	Name		Designation	Din No.(if applicable)
	Name		Designation	Din No.(if applicable)
7	Whether any criminal case was registered against the company or any of its promoters in the past?			Yes/No
8	Other relevant information provided. Here enclose the details of the bidder [leaflets / brochures etc. if available]			

Date:		Office Seal		Signature of the bidder/ Authorized signatory	
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ANNEXURE-02

Bank Details

01	Name of the Bank Branch Name & address Branch Code No. Branch Manager's mobile Telephone number of branch e-mail id of branch	
02	Nine digits MICR code of the bank and branch appearing on the MICR cheque issued by the bank	
03	IFSC code of the branch	
04	Type of account (Current / Saving)	
05	Account number (as printed on cheque book)	

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold State Health Resource Centre Chhattisgarh responsible. I have read the conditions of the tender / agreement entered and agrees to discharge the responsibility expected of me/ from the company as a bidder / successful bidder.

Date:

Place:

Signature & Seal

(Name of the person signing & designation)



ANNEXURE-03

MANUFACTURER'S OFFER FORM

(To be provided on manufacturer's letterhead)

No.

Date:.....

To

**The Executive Director
State Health Resource
Centre Raipur (C.G.)**

Dear Sir,

Name of the equipment:

1. We.....
..... (Name of the OEM) declare / certify that we are the original manufacturers of the above
equipment having registered office
at.....
..... (Full address with
telephone number & email id and website) and having factory 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 tender.
3. We hereby declare that we are willing to provide guarantee / warranty and after sales service
during the period of guarantee / warranty as per the above tender.
4. We also hereby declare that we have the capacity to manufacture and supply install and
commission the quantity of the equipment tendered within the stipulated time.

Date:

Signature & Seal

Place:

(Name of the person signing & designation)



ANNEXURE-04

MANUFACTURER'S AUTHORISATION FORM
(To be provided on manufacturer's letterhead)

No.....

Dated:.....

To

**The Executive Director
State Health Resource Centre
Raipur (C.G.)**

Equipment Name:

(For 100 % Subsidiary)

1. We declare / certify that
(Name of the 100% subsidiary / fully owned subsidiary) is our 100% subsidiary company / unit having registered office at
(Full address with telephone number, e-mail id and website). We do hereby authorize them to submit tenders and subsequently negotiate and sign the contract with you against the above tender.

OR

(For Distributor)

We
(Name of the OEM) are the original manufacturers of the above equipment having registered office at
(Full address with telephone number, e-mail id and website), having factories at and
do hereby authorize M/s (Name and address of Bidder) to submit tenders and subsequently negotiate and sign the contract with you against the above tender.

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 tender.
3. We also hereby undertake to provide full Guarantee / Warranty / Maintenance Service as agreed by the Bidder, in the event of - the Bidder is changed as the authorized distributor or Bidder fails to provide satisfactory after sales support and service during such period of comprehensive warranty and to supply all the spares / reagents / consumable / accessories during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment tendered within the stipulated time.

Date:

Place:

(Name & Signature)

For and on behalf of M/s. -----

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern.



ANNEXURE-05

UNDERTAKING

**Details of nearest authorized service centre
(To be provided by the bidder on their letterhead)**

I/We

.....
hereby undertake to provide warranty / CMC / after-sales services, as mentioned in tender document especially with respect to time-line adherence.

I / We also declare that the following person / persons will provide breakdown and maintenance services on behalf of our company (the OEM) as per tender terms & conditions for the entire geographical area comprising Chhattisgarh State. We also declare that the details provided below are true and correct, as on date. The person / firm mentioned below is well aware about this commitment to SHRC, under this tender's terms and conditions.

S.N.	Details of Service Centre / Provider	
1	Full Name of the firm	
2	Address of the firm	
3	e-mail of the firm	
4	Contact person name and designation	
5	Contact person's mobile no. / Landline no.	
6	Toll free number of service centre	
7	PAN card number	

Date:

Signature & Seal

Place:

(Name of the person signing & designation)



ANNEXURE-06
DECLARATION FORM

I / We
(Name) having our office at
.....
(address) do..... hereby declare
that (Actual
Manufacturer) has authorized us to participate for following items. The authorization letters are enclosed for
your reference.

S.N.	Item Code	Name of item	Make	Model	Manufacturer

I / We hereby agree confirm & declare that all terms & conditions of the above mentioned tender are acceptable.

I / We certify that the rates of item / items quoted are reasonable & not higher than the prices charged by us to any person(s) / entity in the last six months.

I / We do hereby declare that I / We have not been convicted by any court of Law nor are de-recognized / blacklisted by any State Govt. / Union Territory / Govt. of India / Govt. organization / Govt. Health Institutions for supply of Not of Standard Quality (NSQ) items / part-supply / non-supply / non-service or any reason whatsoever.

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

If we would not be able to fulfill the above terms & condition, State Health Resource Centre Chhattisgarh will be able to take legal actions against company and may forfeit EMD of bidder, blacklist & debar the company.

I / We do hereby declare all information provided above is true.

Date:

Signature & Seal

Place:

(Name of the person Signing & Designation)



ANNEXURE-07

PRODUCT SPECIFICATION COMPLIANCE

(To be submitted in Cover-A: Technical Bid)

Name / Description of equipment: **DIGITAL THERMOMETER**

A		B		C	D
Desired Technical Specifications Requirement		Specification matched with offered product		Reason for deviation [Attach details]	This column should be kept blank for evaluation purpose
		Yes	No		Remarks
Description	Digital Thermometer				
Temperature range	89.6 F to 109.2 F				
Display	Liquid Crystal Display				
Battery life	Minimum 200 Hrs.				
Warranty Period	1 Year				

Note: This for misproduct / Equipment specific

- Desired Specification should be taken from (Specification of equipment)
- Manufacturer / Bidder should quote their specification in Column 'B'.
- Column 'D' should be kept blank for evaluation purpose.

Date:

Signature & Seal

Place:

(Name of the person Signing & Designation)



ANNEXURE-8

FINANCIAL BID

(To be submitted in Cover-B: Financial Bid)

Sl.No.	Item Code	Price per unit (in Indian Rupees)
	A	B
1	Brand Name	
	Model Number	
	Basic Price (in Rs.)	
	GST (in Rs.)	
	Total Amount (in Rs.)	
	(Rupees in Words)	

Date:

Place:

Signature & Seal

(Name of the person signing & designation)



PRE-BID CONTRACT

The Pre-bid Contract agreement is made on this date between The Executive Director, State Health Resource Centre (SHRC), Chhattisgarh (hereinafter called "BUYER / PURCHASER" which expression shall mean include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure Digital Thermometers and M/s represented by Shri (Hereinafter called the "BIDDER/ SELLER" which expression shall mean include, unless the context otherwise requires, his successors permuted assigns) and the Second Party, is willing to offer/ has offered.

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking / Registered Export Agency / Partnership Firm, constituted in accordance with the relevant law in the matter and the BUYER is a Civil Society registered under Chhattisgarh Society Registrickaran Adhiniyam and works as an additional technical capacity to the Department of Health and Family Welfare, Government of Chhattisgarh.

WHEREAS the BUYER will procure, after completing the procurement process as declared lowest price within the stipulated time the required numbers of Digital Thermometers.

For this purpose terms and conditions is given below:

TERMS & CONDITIONS

1. OBJECTIVE

Now, therefore, the BUYER and BIDDER agree to enter into this **PRE-BID CONTRACT**, to avoid all forms of corruption by the following a system that is fair, transparent and free from any influences / prejudiced dealings prior to, during and subsequent contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired equipment at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement.

2. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

The BUYER undertakes that no official of the BIDDER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER.



THE BUYER will, during the pre-contract state, treat BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

A tentative requirement of around 35,300 Digital Thermometers has been estimated for the next two years. The quantity is indicative and purchase orders may be placed for a part or whole of the quantity as per buyer's requirement.

3. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process.

The BIDDER further confirms and declares to the BUYER that the BIDDER in the original manufacture / Integrator/ Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to BUYER or any of its functionaries, whether officially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.



4. PREVIOUS TRANSGRESSION

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this contract with any other company in any country in respect of any corrupt practice envisaged hereunder or with any Public Sector Enterprises in India or State Government / Government Department in India that could justify BIDDER's exclusion from the tender process

If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. STANDARD

1. The Company shall ensure that the items are manufactured as per the specification mentioned in the tender document.
2. The Company confirms that all the items supplied under this contract are new, unused and as per the specification mentioned in the tender document.

6. EMD / PERFORMANCE SECURITY

The supplier shall furnish five percent of the work order value towards the PERFORMANCE SECURITY within Ten days from the date of receipt of this order.

7. PRICES / RATES

1. The rates indicated in the work order are including all taxes, costs like packing & forwarding, transport including insurance, freight & unloading and other incidental expenses related to delivery.
2. In the case of revision of Statutory Levies / Taxes during the finalization period of tender, the purchaser reserves the right to ask for reduction in the rates.
3. Rates once fixed will remain valid during the contract period. Increase of Taxes and other statutory duties will not affect the basic rate during this period.
4. Any increase in taxes and other statutory duties / levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes / duties shall be passed on to the Purchaser by the supplier.

8. DELIVERY AND SUPPLY

1. The product would be delivered at State Health Resource Centre, Budhapara Bijli Office Chowk, Kalibadi, Raipur (Chhattisgarh) in their godown / store situated at Raipur.
2. The Company agrees to supply the items within the stipulated time of forty five days from the date of work order.



9. INSPECTION AND CHECK

Technical committee of State Health Resource Centre shall randomly check and verify supplied items. If not found as per the required specification or the sample provided by company at the time of submitting the bid, second lot of samples shall be drawn. If the second lot also do not adhere to the required specification, then the work order is liable to cancel.

10. GUARANTEE / WARRANTY

1. The equipments supplied shall carry one year warranty from the date of purchase.
2. During the period of guarantee / warranty, the supplier would provide comprehensive replacement of all defective pieces / parts of the equipment and its accessories and attend to all repairs / break downs except accidental damage by user. The cost for the replacement / repairs and other expenditure would be borne by the supplier during the guarantee/warranty period.
3. Company further warrants to the buyer that the items supplied under this contract shall have no defect arising from design, material or workmanship (except when the design and / or material is required as per the specifications of the tender inviting authority) or from any act or omission of the successful bidder, that may develop under normal use of the supplied items.
4. In case of any complaint / defect in the equipment during the warranty / Guarantee period, the firm must attend to the same within 48 hrs from the date and time of lodging complaint at the complaint / help desk number of the service provider (i.e. response time) and shall repair the same within agreed period at the earliest.

11. PENALTY

The entire ordered quantity shall be supplied within 45 days from the date of issuing the work order.

In case of delay / failure of supply the order, performance security shall be forfeited.

12. PAYMENTS TERMS

Upon completion of the supply work, bill should be generated in the name of **The Executive Director, State Health Resource Centre, Raipur** mentioning the work order number & also attaching copy of the work order. As per the government guidelines GST & TDS shall be deducted before payment of the bill & the amount shall be paid by crossed cheque or bank transfer.



13. TERMINATION FOR DEFAULT

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part.

14. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the contract in whole or in part by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and rates. For the remaining Goods, the Purchaser may elect

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

15. RESOLUTION OF DISPUTES

1. The Purchaser and the supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the Contract.
2. In case of a dispute or difference arising between the State Health Resource Centre and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Raipur, Chhattisgarh.

16. JURISDICTION

1. In the event of any dispute arising out of the tender such legal and quasi-judicial would be subject to the jurisdiction of the Civil Court within the city of Raipur and High Court of Chhattisgarh only.
2. The bidders will have to expressly declare that they would only pursue legal remedies in Raipur.



3. Any civil court case / labour court case / MSME facilitation Council, Arbitration and Conciliation, Jurisdiction place within the City Raipur and High Court of Chhattisgarh only.

17. RATE CONTRACT

The tender is also a 'Rate Contract'. The bidders are expected to quote their best rates for the item(s). The rates quoted by the bidder shall remain valid for 02 years (i.e. 24 months) from the date of signing of contract.

18. OTHERS

1. The above-mentioned terms are inclusive in nature. All conditions of tender will prevail in concurrence to this.
2. Any query from the supplier will not be entertained after 10 days from the issuance of work order.
3. The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more as and when required.

