

Procurement and Supply of 200 Kidney Dialysis Machine with 60 RO System for Indian Embassy in Nepal for the Year 2022-23.

**On Line Tender Notice No Q/DPA-III/231/01/2022 of 2022-23 Ministry of External Affairs, JNB, New Delhi.,“Tel.No.0260-2642940, 2640615, 2630102”
Email ID : jsdpa3@mea.gov.in**

NIT Ref. No. : Q/DPA-III/231/01/2022

Date: 29/07/2022

e-Tender Notice

On behalf of the President of India, the Ministry of External Affairs (MEA) invites e-tenders from eligible Firms for Supply and Procurement of 200 Kidney Dialysis with 60 RO System to Nepal.

The brief description is as under:

Sr. No	Item	Estimated Cost	(E.M.D) Earnest Money Deposit(2.5% at the total cost value)	Tender Fees
1.	Supply of Dialysis Machine (200 Nos) with 60 Nos. of RO system	23.49 Crore (Per machines cost approx Rs.11.50 Lakh)	Rs. 58,728,50/-	INR 10000/- (Plus GST @ 18%)

Key Dates		
Bid document downloading Start Date	29.07.2022.	14.30.Hrs
Last date for submission of queries/ clarifications for pre-bid meeting	08.08.2022.	1500.Hrs
Pre Bid meeting	12.08.2022	1500. Hrs
Bid document downloading End Date	01.09.2022	14.30 Hrs
Last Date & Time for receipt of Bid :	01.09.2022	15.00 Hrs
Preliminary Stage Bid Opening Date	01.09.2022	16.00 Hrs
Technical Stage Bid Opening Date :	2.09.2022	16.30 Hrs

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1. The e-Bidding will be conducted through Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/eprocure/app>) by following the 'Advertised Tender Enquiry - Two Bid System', method and procedures as set out in the Tender Document.
2. Bidders have to submit Technical Bid and Price Bid in Electronic format only on (<https://eprocure.gov.in/eprocure/app>) website till the last date and time for submission. Technical Bid and Price Bid in Physical format shall not be accepted in any case.
3. Interested Bidders may download the Tender Document from the websites i.e. <https://eprocure.gov.in/eprocure/app> starting from 14.30 hours on 29/07/2022. The Tender Document can also be downloaded from MEA's website <http://www.mea.gov.in>.
4. The bidders shall submit online bids only at Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted under any circumstances.
5. Bidders are required to submit Tender as mentioned in the Tender Document. Details are given in the Tender Document.
6. The Tender Fees and EMD will be accepted only in form of DD/A/c payee Cheque of any Nationalized or Scheduled Bank of India payable at following details.

Name of Account Holder / Beneficiary	Pay & Accounts Office, Ministry of External Affairs
Bank's Name and address	State Bank of India, Parliament Street, New Delhi
A/c No	11084278820
IFSC/NEFT/RTGS CODE	SBIN0000691

7. The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof. In case bidder need any clarification on the process of bidding for participating in online tender for further details, correspondence can be made on E-mail: jsdpa3@mea.gov.in, Tel No. **011- 23085351**.

Sd/-

Joint Secretary (DPA-III)
Ministry of External Affairs,
Jawaharlal Nehru Bhawan
New Delhi-110001
[Email-jsdpa3@mea.gov.in](mailto:jsdpa3@mea.gov.in)
Contact no- 011- 23085351

Terms and Conditions for the “Procurement and Supply of 200 Nos of Dialysis Machine with 60 Nos RO System by Ministry of External Affairs for Embassy of India, Kathmandu, Nepal.”

1. Instructions to Bidders :

(a) All Tender Documents can be downloaded from the website

<http://eprocure.gov.in/eprocure/app> and <http://www.mea.gov.in>.

(b) All bids should be submitted online on the website

<http://eprocure.gov.in/eprocure/app>

(c) The user can get a copy of instructions to online participation from the website

<http://eprocure.gov.in/eprocure/app>

(d) For all queries regarding tender specifications and any other clauses included in the tender document should be addressed to personnel in tendering office address provided below be:

Under Secretary

Development Partnership Administration-III

Ministry of External Affairs,

JNB New Delhi.

Email- us1dpa3@mea.gov.in, contact no-011- 23088623

(e) All documents scanned/attached should be legible / readable. A hard copy of the same may be send to the MEA to above mention email which will be use if required. Uploading the required documents in <http://eprocure.gov.in/eprocure/app> is essential.

(f) The ‘General Financial Rule – 2017’ and Manual for Procurement of Goods – 2017 issued by Department of Expenditure, Ministry of Finance, Govt. of India shall be followed.

(g) All corrigendum/addendum will be uploaded on MEA’s website and CPP Portal. Interested Bidders may refer to e-Procurement Portal from time to time and shall be solely responsible for checking the above websites for any corrigendum/addendum issued subsequent to publication of this NIT and consider the same while preparing and submitting their bids.

(h) Bidders’ representatives are invited to attend a pre-bid meeting between 15:00 hours to 16:00 hours on 12 /08/2022 as per details following address- Room No. 3100, B-Block, Ministry of External Affairs, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011.

(i) The defect liability period of this project shall be 24 months after delivery of Kidney Dialysis machines with RO system. The contractor shall be responsible for satisfactory rectification of defects till the DLP period.

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Key Dates		
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(J.) The Tenders shall be submitted in two-bid system, wherein the Technical bid and Commercial Bid is to be filled online on <http://eprocure.gov.in/eprocure/app>.

2. Tender Fees (Non Refundable) 1,0000/- (plus GST @ 18%) :

- a. The Tender Fees should not be forwarded by cash.
- b. The Tender Fees (Non Refundable) will be accepted only in form of DD/A/c payee Cheque in favor of following details;

Name of Account Holder / Beneficiary	Pay & Accounts Office, Ministry of External Affairs
Bank's Name and address	State Bank of India, Parliament Street, New Delhi
A/c No	11084278820
IFSC/NEFT/RTGS CODE	SBIN0000691

- c. Submission of Tender fees documents to MEA before bid opening.
- d. The bidder shall bear all costs and expenses incurred or to be incurred in connection with its bid including preparation, mailing, and submission of its bid and subsequently processing the same. The Purchaser shall, in no case be responsible or liable for any such cost, expenditure, etc. regardless of the conduct or outcome of the Tender process.
- e. The bidder should submit its quote in Indian Rupees only. Bids, where prices are quoted in any other currency shall be treated as non -responsive and rejected.
- f. All tenders must be accompanied by Tender fees as specified in schedule otherwise tender will be rejected.

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3. Earnest Money Deposit : 58,728,50/-

a. All tenders must be accompanied by EMD as specified in schedule otherwise tender will be rejected.

b. Any firm desires to consider exemption from payment of Earnest Money Deposit, valid and certified copies of its Registration with D.G.S.& D. should be attached to their tenders.

c. EMD can be paid in either of the form of following: i. A/c Payee Demand Draft ii. Fixed Deposit Receipts iii. Bank Guarantee in favor following details;

Name of Account Holder / Beneficiary	Pay & Accounts Office, Ministry of External Affairs
Bank's Name and address	State Bank of India, Parliament Street, New Delhi
A/c No	11084278820
IFSC/NEFT/RTGS CODE	SBIN0000691

d. EMD should be valid upto 24 month(Twenty four Months) from the date of its issuance.

e. EMD in any other forms will not be accepted.

F. EMD/Security Deposit shall be liable to be forfeited in following circumstances:

i. Tender is rejected due to failure of supply the requisite documents in proper format or giving any misleading statement or submission of false affidavit or fabricated documents.

ii. In case, the contractor does not execute the supply order placed with him within stipulated time, the EMD of the contractor will be forfeited to the Government and the contract for the supply shall terminated with no further liabilities on either party to the contract.

iii. bidder fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed/spoilt.

g. The amount of Earnest Money paid by the bidder whose tenders are not accepted will be refunded to them.

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- h. Only on satisfactory completion of the supply order for and on payment of all bills of the contractor, as to be admitted for payment, the amount of Security Deposit/Earnest Money will be refunded after expiry of guarantee/warranty period, if any, or any such date/period as may be mutually agreed upon.
- i. In case of failure to supply the store, materials etc. ordered for, as per conditions and within the stipulated time, the name articles will be obtained from the tenderer who offered next higher rates or from any other sources, as may be decided by the tender inviting Officer and the loss to the Government on account of such purchases shall be recovered from the former contractor Security Deposit/Earnest Money or bills payable. The contractor shall have no right to dispute with such procedure. Those bidder who withdraw/amend their bids during the bidding process their 50% EMD liable to forfeit.
- j. The Earnest Money(s) paid by the tender(s) earlier against any tender(s) or supply order(s) is not adjustable with Earnest Money required by these conditions.

4. Performance / Security Deposit: (SD)

- a. The successful bidder will have to pay within 10 days from the date of issuance of Letter of Award/Purchase Order, an amount equal to 3% of the total value of articles, which may be ordered, as the amount of Performance/Security deposit. Non receipt of Performance/Security deposit within stipulated time will result in automatic cancellation of the order for supply without any intimation.
- c. However in case if any articles are received for which the Security Deposit may not have been deposited, the full Performance/Security deposit as may be due from the contractor will be recovered from the bill(s) for such articles.
- d. The Performance/Security deposit paid by the tender(s) earlier against any tender(s) or supply order(s) is not adjustable with Security Deposit required by these conditions.
- e. In case, the contractor does not execute the supply order placed with him within stipulated time, the Performance/Security deposit of the contractor will be forfeited to the Government and the contract for the supply shall terminated with no further liabilities on either party to the contract.
 - I. bidders fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed/spoilt
 - II. Only on satisfactory completion of the supply order for and on payment of all bills of the contractor, as to be admitted for payment, the amount of Performance/Security deposit will be refunded after expiry of

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guarantee/warranty period, if any, or any such date/period as may be mutually agreed upon.

- f. In case of failure to replace the accepted and rejected articles from the supplies made, as mentioned in the conditions the loss undergone by the Government will be recovered from the contractor Security Deposit or payment due of any bill(s) to the extend required.
- g. In case of failure to supply the store, materials etc. ordered for, as per conditions and within the stipulated time, the name articles will be obtained from the tenderer who offered next higher rates or from any other sources, as may be decided by the tender inviting Officer and the loss to the Government on account of such purchases(s) shall be recovered from the former contractor Security Deposit/Earnest Money or bills payable. The contractor shall have no right to dispute such procedure.
- h. The tender inviting officer will consider extension of time for remitting the Security Deposit as demanded. However, in case of denial to consider such extension the contractor is bound to abide by the limit given and liable to make good for the loss made to the Government on account of his failure to abide by the time limit.

5. Conditions of Contract :

1. ACCEPTANCE OF TENDER:

- a. The tender is liable for rejection due to any of the reasons mentioned below:
 - i. Non-Submission of tender within stipulated time online
 - ii. Submission of tender physically in the Office but not submitted online on <http://eprocure.gov.in/eprocure/app>
 - iii. Tender is unsigned or not initialed on each page or with unauthenticated corrections.
 - v. Non-Submission of required documents as mentioned in schedule
 - vi. Conditional/vague offers
 - vii. Unsatisfactory past performance of the bidder.
 - viii. Items with major changes/deviations in specifications/ standard/ grade/ packing / quality offered
 - ix. Offering an accessory optional even though required to operate the instrument
 - x. Submission of misleading/contradictory/false statement or information and fabricated/ invalid documents.
 - xi. Tenders not filled up properly.
- b. Any discount which the bidder wants to give will to be considered and total final bid amount has to be mentioned clearly in the price bid form on <http://eprocure.gov.in/eprocure/app>
- c. Discount offered after price bid opening will not be considered.

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- d. The consolidated rates entered in the online website will be taken in to account for preparing price statements. However the tender which is found technically acceptable as well as lowest in terms of evaluated rates only be considered for placing the order. .
- e. Technical evaluation committees may seek any clarifications / explanation / documentary evidence related to offer at any stage from bidder if required.
- f. The MEA shall not take any responsibility of unloading the goods; the successful bidder has to make arrangements for transport (loading/unloading at the site) to the following address; **Embassy of India, Kathmandu, Nepal.**
- g. The rate should be quoted online in the financial bid in the prescribed form given by MEA. The rate should be valid for the period of One Year from the date of tenderization and the contract will be valid for the period of two year till DLP.
- h. The decision of the Tender Inviting Officer for acceptance/rejection of any articles supplied including the decision for equivalent specifications, standard and quality etc. of articles shall be final.
- i. The right to accept or reject without assigning any reasons or all tenders in part or whole is reserved with the Tender Inviting Officer and his decision(s) on all matters relating to acceptance or rejection of the tenders as a whole or in part will be final and binding to all.
- k. The rate(s) quoted should be strictly for free delivery at CIF (Cost, Insurance and Freight) and will be valid and operative for supply orders issued within one year from the date of invitation of tenders.
- l. Bidder / its sister concerns / companies where its Promoters / Directors either directly or indirectly are involved, should not have ever been blacklisted in tender / supplies by any state/Central Govt . Bidder should submit affidavit in this regard. The bidder should provide accurate information of litigation or arbitration resulting from contracts completed or under execution by him over the last ten years. False affidavit would lead to blacklisting and termination of the contract at any stage. In such cases all the losses that will arise out of this issue will be recovered from the Tenderer / Contractor and he will not have any defence for the same. In case of bidder / principal is involved / penalized under any investigation of CVC or any State/Central Govt. Commission in relation to the similar work project issue; the bid will be out rightly rejected.
- m. The contract shall be valid till the Defect Liability period/warranty period.

6. Termination of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. The Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

7. TERMS OF SUPPLY:

- a) The packing and labels of all the items to be supplied under the order shall be marked with the words '**GIFT BY THE PEOPLE & GOVERNMENT OF THE REPUBLIC OF INDIA**'. If the items are packed in packets which are then placed or repacked within a box/ carton/ bottle/ foil, these words will be printed/ marked on both the internal/ external packs and labels. The retail price must not be printed or shown anywhere either on external or internal packs/ box/ carton/ foil.
- b) In event of breakage or loss of stores during transit against requisition order the said quantity has to be replaced by the tendered. The MEA will not pay separately for transit insurance and supplier will be responsible for stores.
- c) The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser, except for customs duty payable in Nepal.
- d) **Extension of time** limit for supplies shall be considered by the Tender Inviting Officer. The extension so granted may be with levy of compensation for delay in execution of supply (as mentioned in Liquidated Damages) the cost of supplies ordered for at the discretion of the authority competent to grant extension of time limit provided such request is made well in time, depending upon the circumstances and such decision in the matter will be final.
- e) The supplies, materials etc. of inferior quality standard or of different specifications, brand, manufacturer etc other than that ordered specified and/or incomplete or broken articles will not be accepted. The supplier has to replace the same at his own cost and risk. Intimation of non-acceptance of any materials etc will be sent to the supplier within 10 days from the date of receipt of the stores and the same will be returned to the supplier at his own cost and risk, if he so desires and intimates accordingly within 15 days from the date of dispatch of intimation of the non-acceptance. However, if no communication is received within 15 days from the date of communication the tender Inviting Officer will not be responsible for any damages, loss etc. of such rejected articles.

f) If at any time after the order for supply of materials the Tender Inviting Officer shall for any reason whatsoever not require the whole or part of the quantity, thereof as specified in the order the Tender Inviting Officer shall give notice in writing of the fact to the supplier(s) who shall have no claim to any payment of compensation what so ever on account of any profit or advantage which the supplier(s) might have derived from the supply of articles in full, but which did not derive in consequence of the full quantity of articles not having been purchased, nor shall have any claim for compensation by reasons of any alterations having been made in the original instructions which shall invoice any curtailment of the supply originally contemplated.

g) **Liquidated Damages**

In case, the completion of the project is delayed due to reasons solely attributable to the contractors/Agencies/Suppliers engaged for the supply of Kidney dialysis Machine. MEA shall impose liquidated damages @ 0.5 % (Zero point five percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value. The LD, if applied any, shall be recovered from the final bills of the supplier.

h.) **Force Majeure.**

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected contractor shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of **force majeure**.

(i) **Inspection of Goods**

- I. Pre dispatch inspection will be carried by government accredited agency in presence of Technical Evaluation Committee. All expenditure to be borne by the Tenderer. .
- II. Post dispatch inspection will be carried by government accredited agency in presence of Embassy of India Official and Government of Nepal official. All expenditure to be borne by the Tenderer.

8. **Bid Evaluation Methodology :**

A. **Preliminary Evaluation:** Tender Fee and EMD Submission.

B. Technical Evaluation:

- Scrutiny of technical specifications and other relevant documents as asked by the department with the quoted specification.
- Scrutiny of Compliance Statement given by the bidder.

C. Financial Evaluation: Lowest quoted offered by Technically Qualified Bidders.

- I. The Invited parties if required, may submit questions in writing to SO (DPA-III), Ministry of External Affairs, Room No. 3117, B-Block, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011 or fax at 23085457 or e-mail at sodpa1@mea.gov.in with c/c to us1dpa3.dpa3@mea.gov.in & jsdpa3@mea.gov.in to seek clarifications (prior to the last date and time for submission of queries/clarifications for pre-bid meeting as specified Section I Para 3).
- II. Technical bid/proposal shall be opened at the address given below on the date & time as given in Notice Inviting RFP (NIT). The invited parties or their authorized representatives may attend the opening of technical bid:-

(a). Room No. 3117, B-Block, Ministry of External Affairs, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011.
- III. Financial bid/proposal (Envelop-II) of only technically qualified invited parties will be opened at a later stage. The date & time of opening of financial bid will be communicated later to invited parties after closure of technical selection procedure only.

9. PAYMENT TERMS :

- i. 50% payments for each consignment of the Goods shall be made to the contractor against proof of dispatch along with other specified documents, 30% of payment shall be on proof of inspection and proof of delivery in good condition at the consignee's end. Signed Receipted Challan from consignee shall be taken as the proof of delivery. The balance 20% payment shall be made after successful installation and commissioning and accepting the material by the consignee end.
- ii. Price escalation clause will not be entertained under any circumstances.
- iii. All bills should be in TRIPLICATE and should invariably mention the number and date of work order.
- iv. Payment to the contractor will be inclusive of GST and subjected to TDS as per rules.
- v. Bidder offer should inclusive of procurement and supply of dialysis machines with RO system, supply and transportation, installation, and

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training/workshops and other associated costs. No extra charge for transportation, supply, insurance etc. will be paid on the rates quoted.

- vi. The rates should be quoted only for the items specified in the list of requirement.
- vii. Rates quoted for items other than the required specification/ make/ manufacture will not be considered.

Signature of Agency
With Rubber Stamp

**Joint Secretary
Development Partnership Administration-III
Ministry of External Affairs,
JNB , New Delhi**

ANNEXURE - A

UNDERTAKING :

From: M/s.....

No.....

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To

**Joint Secretary
Development Partnership Administration-III
Ministry of External, JNB New Delhi.**

Sub: Supply of Dialysis Machine for

Ref: Tender Enq #.....

Sir,

I/We enclose the necessary documents duly signed, as shown in Annexure 'B' (in order in which they are mentioned). I/We have carefully read and understood the terms and conditions stated in the tenders from and I/We shall abide by all these conditions. I/We further endorse that in particular, the terms and conditions of Delivery Period, Payment Terms, Place of Delivery etc are acceptable to me/us and no representation will be made by me/us afterwards for altering the same.

I/We verify the copies of the certificates/documents enclosed herewith are authentic true copies of the original certificates/documents for verification on demand. I/We undertake to upload the attested copies of certificates/documents required on the website.

I/We will be cautious to see that the uploaded scan documents are legible and i/we understand that if the documents are not legible, my/our tender will be rejected.

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I/We verify that I/We are in possession of the requisite licenses/permits required for the manufacture /supply /sale /distribution of the items and further verify that the said licenses/permits have not been revoked/ cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been declared defaulter, blacklisted or debarred by any State or Central Government or Constitutional authority or Financial Institution or Judicial Court or any Government undertakings.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other Officer or failure to comply with any contractual requirement laid down by you will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the UT Administration.

Thanking You,

Yours faithfully,

Sign & Stamp of Tenderer.

ANNEXURE - B

SCHEDULE OF DOCUMENTS ATTACHED

Sr. No	Documents /Certificate	Upload & Enclosed
A	General /Documents;	
1.	PAN No	Yes/No
2.	GST Registration	Yes/No
3.	ISO Certificate	Yes/No
4.	Partnership Deed /Memorandum/Registration of Firm, etc	Yes/No
5.	Chartered Accountant Certificate regarding Average Turnover of crore of 1crore in last three financial years	Yes/No
6.	Verification , Undertaking, Checklist and Documents as per Annexure -A.	
7.	Scan copy of Term and Conditions of the tender documents duly stamped and signed on each page	Yes/No
8.	Scan copy of Scope of Work correctly filled with Stamped and signed on each page	Yes/No
9.	Affidavit Notorised on stamp paper – as per clause mentioned at the Conditions of contract-Acceptance of tender at point-	Yes/No
10.	CE Certificate	Yes/No
11.	Original Product Literature of each quoted product	
12.	List of Installations/Users/Customer with Phone Numbers	Yes/No
13.	Compliance statement as per format on Annexure-C	Yes/No
14.	Scan copy of annexure-B of the tender documents duly stamped and signed	Yes/No

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It is verified that all the certificates/permissions/documents are valid and current as on date and have not been withdrawn/cancelled by the issuing authority. It is further verified that the represents at Sr.No. A-6, A-9 & A-13 declaration part are as per the format prescribed by the Administration and it is clearly and distinctly understood by me/us that the tender is liable to be rejected if on scrutiny and of these certificates is found to be not as per the prescribed format of Administration.

I/We further undertake to produce on demand the original certificate/ permission/ document for verification at any stage during the processing of the tender.

Date:

Place:

Sign & Stamp of tenderer.

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ANNEXURE - C

Item Name : _____
Model Quoted : _____
Make : _____

Sr. No	Specification asked in tender	Specification offered in quoted model	Remarks of deviation

- The format should be used separately for each quoted item on Manufacturer's or Authorized Dealer's Letter Head.

Date:

Place:

Sign & Stamp of bidder

SCOPE OF WORK:

Schedule of Requirements, Specifications and Allied Technical Details:

Procurement and Supply of Dialysis Machine under Ministry of External Affairs for Embassy of India, Nepal

Sr. No	Particulars	Unit	Offered rate
	<p style="text-align: center;"><u>Specification Required</u></p> <ul style="list-style-type: none"> • HS code 90189031 • Colour LCD, 10.4" or more touch screen with high clarity and self – explanatory icons. • Acetate and bicarbonate dialysate facility. • Sequential / Isolation ultrafiltration facility. • Arterial, venous pressure and transmembrane Pressure monitoring facility with audio visual alarm. • Blood pump flow rate range is minimum 10 ml / min to max 600ml / min Incremental steps by 5 ml/min • Single needle dialysis facility available • Volumetric Ultra Filtration system • Heparin infusion pump capacity is 0.1ml / hr to 9.9 ml / hr with bolus infusion of 5ml / hr. • The syringe size selectable to 10ml, 20ml 30ml. • Equipped with bicarbonate powder cartridge system / Bicarbonate Dry Concentrate. • Customized Bicarbonate Pro filing. • Accept different concentrate formulas, different dialyzers and blood tubing's. • Variable dialysate flow from 300ml / min to 800ml / min with the increment of 50 ml/min • Ultrafiltration rate is 0.1 L / hr to 5.00 L / hr. • Easy to service, troubleshoot and calibrate the machine with dialysate circuit flow diagram on screen. • Machine should have chemical disinfection as well as heat clean disinfection facility. • Heat disinfection: temperature @ 85 degree Celsius and above possible. 	200	

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	<ul style="list-style-type: none"> • Facility for Automated disinfection and cleaning programs. • Profiling facility for ultrafiltration and dialysate sodium • Battery back up support for minimum 20 Minute for complete extracorporeal blood circuit. • Facility to view Dialysate path flow diagram on screen. • Facility to measure patient blood pressure with non - invasive method which shall be inbuilt in the machine Kt / V measurement to access the adequacy of dialysis. • Endotoxin filter supports more than 200 dialysis treatments or 1200 running hour s which ever earlier. • Hydraulic Flow monitoring available in the screen for diagnosis and easy maintenance of the machine. • Elevated Traffic light for better visibility from nurses station • Security; maintenance and conductivity setting password protected • Space saving- super sleek design- 280W* 420(D)* 1365(H) • Alarm Log History for atleast 1000 Incidents for review and improvements of dialysis treatment operations. • Screen should be rotatable (180*) for better interface. • Electronic Health records of patient treatment which is displayed in machine monitor to be captured through Healthcare Data Management System (HDMS) Provision.. • HDMS system should be built in open platform so that it's easy to integrate with any other HIS (Hospital Information System) Provision. • HDMS need to be both Cloud Based and local need to be available to save local hardware and infrastructure management cost Provision. • HL7 database complaint. • HDMS Need to be indigenious and made in India for ease of use and better technological support. • Automatic diagnosis of malfunction with online ability to show the faults with trouble. • Should be certified European CE / USFDA/MOH Japan Certification. 		
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Procurement and Supply of 200 Kidney Dialysis Machine with 60 RO System for Indian Embassy in Nepal for the Year 2022-23.

	<p><u>Specific requirements of Government of Nepal:</u></p> <ul style="list-style-type: none"> • Dialysis machine shall be provided with Portable RO system. • Should have warranty of 2 years including the required consumables for the smooth operation of the machine. • Installation at the various sites within Nepal should be done by the supplier • Calibration tool for the machine should be provided. • Accessories like bacteria filter at least 2 sets for each machine and poly sulphide dialyser and tubing (100 sets for each machine) should be provided. • If any special set up is required for installation, it should be pre - informed accordingly to Government of Nepal authorities. 		
	<p><u>Specification for RO plant:-</u></p> <ul style="list-style-type: none"> ▪ Should be Flow Capacity 50 LPH. ▪ Should be maintain TDS <10 ppm. ▪ Should be first stage would be a sand filter to take out particles and sediment that come with the raw water. ▪ Should be second stage filtering would be through the activated carbon filter to remove any odor and chlorine. ▪ Should have from this water is pumped through 1 stage RO membrane (FILMTEC/AMI/ TORAY SIZE 1-2521/4040) and the output water is fed to the Dialysis machine. ▪ Should have water is pumped out to the dialysis machine through UF filter and a UV filter in the line. ▪ Should have additional first stage of the system would have a water ionizer / softener, then a sand and a mechanical filter in addition to the above process and depending on the other elements that is seen in the water source like arsenic, fluoride extra filters. ▪ Should be Power supply AC-200-240V, 50 Hz. ▪ Should be certified ISO Manufacturer. • Installation at the various sites within Nepal 	<p>60 Nos</p>	

Warranty & Company Responsibility

- a. **Warranty:** All spare parts (Electronic, Mechanical, plastic etc) required as such or due to wear and tear should be included in warranty period of two years. Warranty must include UPS, RO, Computer, Printer and all software if applicable
- b. The supplier shall provide free service at the site, including repairing/replacement /configuration required, if any, during a warranty period for two year.
- c. **Company Responsibility:** If company's distributor is quoting the machine, still sole responsibility of warranty and CMC will be of the parent company
- d. In case the services are delayed beyond 10 days (in each instance), the delay penalty, equivalent to 0.075% per day shall be levied and deducted from the performance security
- e. Contractor has to provide training for installation and maintenance to biomedical engineers at Department of health services (DoHS), Teku Kathmandu.
- f. During the warranty, free maintenance services shall be provided every quarter. The Kidney dialysis machine shall be repaired free of cost as an when required
- g. Repairing/rectification/replacement of parts/configuration shall be effected by the supplier within a reasonable time actually required to do so which in no case shall be more than 10 days.
- h. If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser/consignee, it shall be liable to suitable action as deemed fit during the operative warranty period, and recovery of losses so incurred from the proceeds of performance security

Signature of Agency
With Rubber Stamp

Joint Secretary (DPA-III)
Ministry of External Affairs,
Jawaharlal Nehru Bhawan
New Delhi-110001
Email-jsdpa3@mea.gov.in
Contact no- 011- 23085351

Contract Form

Contract agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of the type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or a corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert a brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract Document referred to.
2. The following Document shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract Documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Technical Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) General and Special Conditions of Contract

Procurement and Supply of 200 Kidney Dialysis Machine with 60 RO System for Indian Embassy in Nepal for the Year 2022-23.

- (e) the Specification (including Schedule of Requirements and Technical Specifications)
 - (f) the completed Schedules (including Price Schedule)
 - (g) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Beneficiary: Joint Secretary (DPA-III), Ministry of External Affairs, Govt. of India

Date: _ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Supplier]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and a brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separately signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*

² *Insert the date twenty-eight days after the expected completion dates described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Acknowledgment of Receipt of Goods

CRC No.

Date

To

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the Technical specifications and terms & conditions of the Contract/ NOA and amendment if any.

Purchaser	
Contract i.e. NOA No. & Date	
Description of Goods Supplied Name of Goods: Schedule No. as per Contract: Model: Serial No.:	
Date of manufacturing	
Quantity supplied in Numbers	
Name of Supplier	
Invoice No. and Date	
Date of Delivery at Consignee Destination site	
Consignee full Address Name Address Contact No. Fax No.	

Seal Signature of Designated Consignee

Name :

Designation:

Seal:

Contact No:

Fax No. :