**E-Procurement Notice**

NIT No- 41/E-PROC/OMC/MAT/2018

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<tbody>
<tr>
<td>1.</td>
<td><strong>Name of the work</strong>&lt;br&gt;Supply, Installation &amp; Commissioning of 300mA Digital X-ray machine &amp; its other related items with comprehensive AMC for 05 years after completion of warranty period at the following Hospitals of OMC.&lt;br&gt;1. One complete set to Kaliapani Hospital in the District of Jajpur, Odisha&lt;br&gt;2. One complete set to Daitari Hospital in the District of Keonjhar, Odisha.</td>
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<tr>
<td>2.</td>
<td><strong>Availability of bid document in Govt. Portal</strong>&lt;br&gt;10.02.2018 to 31.03.2018 up to 5.00PM</td>
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<tr>
<td>3.</td>
<td><strong>Last date of online submission of tender in</strong>&lt;br&gt;31.03.2018 up to 5.00PM.</td>
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<tr>
<td>4.</td>
<td><strong>Submission of EMD</strong>&lt;br&gt;Rs.20,000.00 (Rupees twenty thousand) only through online as available in <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>.</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Date of opening of Techno-commercial Bid</strong>&lt;br&gt;02.04.2018 at 11.00AM.</td>
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</table>

All other details can be seen from the tender document available at Odisha Govt. web site [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) & in OMC website [www.omcltd.in](http://www.omcltd.in)

OMC reserves the right to reject any or all tenders without assigning any reason there for.

**General Manager (Materials)**

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**The Odisha Mining Corporation Ltd.**

(A Gold Category State PSU)

Registered Office : OMC House, Bhubaneswar-751001, India

Tel: 0674-2377400/2377401, Fax: 0674-2396889, 2391629, www.omcltd.in

CIN : U13100OR1956SGC000313
NOTICE INVITING E-TENDER

NIT No- 41/E-PROC/OMC/MAT/2018

Dtd. 08.03.2018

1. The Odisha Mining Corporation Ltd. invites tender for Supply, Installation & Commissioning of one each 300mA Digital X-ray machine & its other related items with comprehensive AMC for 05 years after completion of warranty period at Kaliapani Hospital of OMC and at Daitari Hospital of OMC on-line through e-procurement portal of Govt. of Odisha.

2. Bid document consisting of specifications, price bid, terms and conditions of DTCN and other necessary documents together with procedure for on-line bidding can be seen in the website: tendersodisha.gov.in & OMC website: omcltd.in.

3. The bid documents will be available in the website: tendersodisha.gov.in from dt.10.03.18 to 5.00 PM of dt.31.03.18 for online bidding.

4. The bidder must possess compatible & valid Digital Signature Certificate (DSC) of Class-II or Class-III.

5. Bids shall be received “on line” only on or before 5.00 P.M. of dt. 31.03.18.

6. Bidders have to pay online EMD for Rs. 20,000.00/- (Rupees twenty thousand) only as available in www.tendersodisha.gov.in.

7. Bids received on line shall be opened at 11.00 A.M. on dt.02.04.18 in the Office of the GM(Mat.) OMC, Bhubaneswar. Bidders who have participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the stipulated date of opening of bids (technical) is declared Government holiday, the bids will be opened on the next working day at the same time and venue.

8. Time period for Supply, Installation & Commissioning of 300mA Digital X-ray machine shall be one month from the date of issue of LOI / Work Order as per completion Clause no-5-3 of Tender Schedule.

9. Other details can be seen in the bid documents.

10. OMC reserves the right to cancel any or all bids without assigning any reasons thereof.

11. Addendum/ Corrigendum, if any, will be hosted in the website only.

General Manager (Materials)
CHAPTER -1

DETAIL TENDER CALL NOTICE (DTCN)

INTRODUCTION, BIDDING SCHEDULE, SITE VISIT

1.1 INTRODUCTION:

The Odisha Mining Corporation Ltd., a Govt. of Odisha Undertaking intends procurement of two nos. of 300mA Digital X-ray machines & its related items for Kaliapani Hospital of OMC in Jajpur District and Daitari Hospital of OMC in Keonjhar District.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Place of Supply</th>
<th>Details of Supply</th>
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<tbody>
<tr>
<td>1.</td>
<td>Kaliapani Hospital of OMC (60K.Ms away from J.K Road and 150 K.Ms away from Bhubaneswar.)</td>
<td>One 300mA Digital X-ray machine &amp; its related items as mentioned in Chapter-5</td>
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<tr>
<td>2.</td>
<td>Daitari Hospital of OMC (65 K.Ms away from J.K.Road and 155 K.Ms away from Bhubaneswar.)</td>
<td>One 300mA Digital X-ray machine its related items as mentioned in Chapter-5</td>
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OMC invites online tenders for supply/procurement of 300mA Digital X-ray machines as per the detailed specification mentioned in the tender schedule (Chapter-5).

1.2 BIDDING SCHEDULE:

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<tbody>
<tr>
<td>1</td>
<td>Intended completion period/ Time period assigned for completion of Supply, Installation &amp; Commissioning</td>
<td>01 month from the date of issue of LOI / Purchase Order</td>
</tr>
<tr>
<td>2</td>
<td>Last Date &amp; time of submission of Bid</td>
<td>Time: 5.00 PM Date: 31.03.18</td>
</tr>
<tr>
<td>3</td>
<td>EMD</td>
<td>Rs.20,000/- (Rupees twenty thousand) only for supply of X-ray machine</td>
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<tr>
<td>4</td>
<td>Bid validity period</td>
<td>04 months (120 days) from the date of opening of Technical bid</td>
</tr>
<tr>
<td>5</td>
<td>Currency of Contract</td>
<td>Indian Rupees</td>
</tr>
<tr>
<td>6</td>
<td>Language of Contract</td>
<td>English</td>
</tr>
<tr>
<td>7</td>
<td>Date of opening of Technical bid</td>
<td>Dt. 02.04.18 at 11.00 AM</td>
</tr>
<tr>
<td>8</td>
<td>Date of opening of Price bid</td>
<td>To be informed to the qualified bidders</td>
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</table>
INSTRUCTION TO THE TENDERERS FOR E-PROCUREMENT

1. Bid documents consisting of qualification information and eligibility criteria of bidders and other details are available in the website tendersodisha.gov.in and omcltd.in

2. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The bidders intending to participate in the bid is required to register in the Portal with some information about the firm. This is a onetime activity for registering in Portal. During registration, the bidders have to attach a Digital Signature Certificate (DSC) to his /her unique user ID. The DSC used must be of appropriate class( Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL, e-Mudhra etc.

3. Bidder has to submit the relevant information as asked for about the firm. The portal registration of the Bidder/firm is to be authenticated by the State Procurement Cell.

4. To log on to the portal, the Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user’s DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.

5. The tender documents uploaded by the Tender Inviting Officer in the website tendersodisha.gov.in will appear in the "Latest Active Tender" Section of the homepage. Only a small notification will be published in the newspaper along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the website.

6. Standard procedure to uploading tender:

6.1 First download the bid. Read all terms & conditions carefully. Scan all marked pages of the tender form & documents as per eligibility criteria and check list of the tender schedule.

6.2 The bidder shall go through the bid carefully and list the documents those are asked for submission. He shall prepare all documents, declaration form, price bid etc. and upload the same online before bid submission closing date and time.

6.3 Uploading the bid in PDF format only. The Scan copy of all marked pages required to be scanned and uploaded in PDF format as mentioned in Check list & eligibility criteria of tender schedule.
7. Bids cannot be submitted after due date and time. The bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer/ Publisher/ Opener before the due date and time of opening.

8. Each process in the e-procurement is time stamped and the system can detect the time of login of each user including the bidder.

9. The bidder should ensure clarity/legibility of the document uploaded by him to the portal.

10. The bidder should check the system generated confirmation statement on the status of the submission.

11. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

12. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.

13. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

14. **Procedure of bid submission using electronic payment of EMD by bidder.**
   i. The bidders have to logon to the Odisha e-procurement portal (tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the “My Tenders” section.
   ii. The bidders have to upload the required Prequalification/Technical/Financial bid, as mentioned in the bidding document.
   iii. Then the bidders have to select and submit the bank name as available in the payment options.
   iv. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
   v. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
   vi. Online NEFT/RTGS payment using internet banking of the Bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
   vii. Only after receipt of intimation at the e-procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
   viii. System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note ‘Bid ID’ generated in the acknowledgement receipt for tracking their bid status.
15. Only those bidders who successfully remit their Earnest Money Deposit (EMD) on submission of bids would be eligible to participate on the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC, and the designated Banks shall not be held responsible for such pendency or failure.

16. Designated Banks (SBI/ICICI/HDFC Bank) payment gateway are being integrated with e-Procurement Portal of Government of Odisha (tendersodisha.gov.in)

17. **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated /bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

18. **SECURITY OF BID SUBMISSION:** All bid uploaded by the bidder to the portal will be encrypted.

19. **RESUBMISSION AND WITHDRAWAL OF BIDS:**

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

   19.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

       If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
CHAPTER 2

SUBMISSION OF TENDER, AVAILABILITY

2.1 SUBMISSION OF TENDER
The tender shall be submitted in ONLINE in double cover system as mentioned below.

The bid is to be submitted in two covers.

(i) **Cover-I (Technical bid)** is to contain scanned copy of bid declaration form along with other documents establishing bidders eligibility and qualification as contained in Clause- 4.1(eligibility criteria) of DTCN and any other documents as required in compliance of the relevant clauses of the DTCN with Annexure-C and submitted online in PDF format.

(ii) **Cover-II (Financial bid)** is to contain the Price bid is to be downloaded duly filled in and submitted online.

The tender should be addressed to:
GENERAL MANAGER (MATERIAL)
THE ODISHA MINING CORPORATION LIMITED,
OMC HOUSE, BHUBANESWAR- 751 001
ODISHA.

2.2 SOURCE, AVAILABILITY OF TENDER.
The tender paper is to be downloaded from our web site i.e [www.orissamining.com](http://www.orissamining.com) & [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) from 10.03.2018. The last date of receipt of the tender is 31.03.2018 up to 5.00P.M., which shall be opened on 02.04.2018 at 11.00 AM in the presence of the bidder or their authorized representative.

There will be no manual sale of the tender paper.

**UPDATES ON THE TENDER:**
The participating bidders are required to visit the [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) & [www.omcltd.in](http://www.omcltd.in) web site for updated information on the X-ray machine tender.

2.3 PROCEDURE, DATE, TIME AND PLACE FOR SUBMISSION OF THE BID.
The financial instrument (EMD) should be deposited online within the stipulated date and time.

2.4 DATE, TIME AND PLACE OF OPENING OF THE BID.
The techno-commercial bids shall be opened on dtd.02.04.2018 at 11.00 AM in presence of the bidders or their duly authorized representatives in the office of General Manager (Materials) OMC but their absence shall not be bar on opening of the tender at the time fixed there for.
2.5 EVALUATION OF TECHNO-COMMERCIAL BIDS

The techno-commercial bids shall be evaluated by a committee. After evaluation, the price bid of the techno-commercially qualified bidders only shall be opened in the presence of the eligible bidders or their authorized representatives on the scheduled date which will be intimated separately.
CHAPTER-3

COST OF EMD/SECURITY DEPOSIT

3.1. COST OF EMD:

Cost of EMD= Rs 20,000 (Rupees twenty thousand) only to be deposited online.

The bidder should follow the instructions for online payment available in the e-procurement portal during processing of tender.

i) Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from Tender Inviting Authority through refund and settlement of e-procurement system within two working days from receipt of such instruction.

ii) In case the EMD on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the pooling Account of State Procurement Cell to the registered account of the tender inviting authority.

iii) Bank will refund the tender EMD to the bidder, in case the tender is cancelled before opening of the Bid as per direction received from Tender Inviting Authority through e-procurement system.

iv) In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. EMD furnished by all unsuccessful bidders will be refunded through online. If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of its tender or award of contract, the EMD will be forfeited.

v) Exemption of EMD shall be allowed to the bidders eligible for such exemption as approved or permitted by the State/Central Government. For such exemption the bidder have to furnish the documentary evidence along with the Bid.

vi) The bidders being MSES registered with NSIC will be exempted from depositing EMD. The bidders in support of being MSES registered with NSIC must have to submit authenticated Govt. purchase enlistment certificate. The same shall be uploaded in Technical bid.

vii) EMD of the L-1 bidder shall be returned after issue of LOI/ Work Order and submission of Security Deposit as mentioned in clause 3.2

3.2 SECURITY DEPOSIT:

The successful bidder have to deposit the Security Deposit as mentioned below prior to issue of LOI/Purchase Order in the form of B.G/D.D drawn in favor of "The Odisha Mining Corporation Limited" payable at Bhubaneswar which shall be kept till the completion of AMC period and shall be released after settlement of final AMC Bill. The BG shall be issued in OMC's BG format attached in this Tender document. The SD shall be released subject satisfactory compliance of applicable statutory acts and laws. The SD shall be deposited at, H.O, OMC and shall also be released at H.O, OMC after receiving confirmation to release from the concerned site offices.

I. Security Deposit for 300mA X-ray machine ----Rs.1, 50,000.00 (Rupees one lakh fifty
For any clarification of this tender, mail may be sent to omcmatho@orissamining.com or may contact in the following numbers.
1) 0674-2377488
2) 0674-2377509

CHAPTER-4

ELIGIBILITY CRITERIA

4.1 ELIGIBILITY CRITERIA OF BIDDERS

a) The bidder must be a manufacturer/authorized dealer or distributor for 300mA digital X-ray machine manufactured in India only. In the event of bidder being an authorized dealer/distributor, the authorized dealer/distributor must have to furnish an authorization certificate from the manufacturer. This letter of authority should be on the Letter head of manufacturer and should be signed by a person competent and having the power of attorney to bind manufacturer. The same shall be uploaded in technical bid.

b) The bidder must have an annual turnover of at least 20(twenty) Lakhs in any one year during last 03 (three) financial years i.e FY 2014-15, 2015-16 and 2016-17. The audited balance sheet & statement of profit & loss of the last three years are required to be submitted along with the Technical Bid in support of the turnover. The same shall be uploaded in technical bid.

c) The bidder must submit a copy of the status of the Vendor in relation to GST Registered/Under Composition Scheme/Un-Registered) and submit copies of GSTN and HSN/SAC Code of the material/service to be procured. The same shall be uploaded in technical bid.

d) The bidder must have to furnish a declaration as per the undertaking in non judicial stamp paper (undertaking format enclosed at Annex-A ) that they have not been disqualified / Blacklisted by any competent court of law, forum or any Govt. / PSU or statutory entities. The same shall be uploaded in Technical bid.

e) Submission of required NSIC certificate those claimed exemption for EMD under NSIC.(National Small Industries Corporation). The same shall be uploaded in Technical bid.

4.2 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the OMC may at its discretion, ask any bidder for clarification on the bidder’s bid, including break-up of unit rates. The request for clarification and the response shall be in writing.
5.1 BROAD SCOPE OF WORK

The selected bidder will have the following scope of work.

5.1.1 Supply of one each 300mA Digital X-ray machine (manufactured in India only) to both Kaliapani Hospital and Daitari Hospital.
5.1.2 Supply of C R System with Laser Printer
5.1.3 Supply of Stabilizer for X-ray machine, UPS for C R system and Laser Printer, C R Plates, X-ray Cassette & other standard accessories
5.1.4 Supply includes delivery, installation & commissioning of 300mA Digital X-ray machine and C R system by his own arrangement at respective Hospitals.

5.2 Specification of 300mA Digital X-ray Machine

300mA-120KVP, full wave solid state silicon rectified x-ray generator for radiography suitable for single tube operation as per IS: 7620 Part-I.

A. GENERATOR:
- 300mA-120KVP, Full Wave Solid State Silicon Rectified X-Ray Generator for Radiography as per IS: 7620 Part-I should be provided.
- Radiography KV range should be from 35 to 120 KVP or more.
- Radiography mA Stations: 50s, 100s, 200L, 300L.
- Solid State Electronic Radiographic Timer should have timing range from 0.01 to 5 Sec. (in 24 steps).

B. CONTROL:
Control panel should have following features:
- Push to On & OFF Switches
- Digital Display of exposure parameter.
- Voltmeter & mA meter
- Voltage Compensator, Major & Minor KV selector
- In built Ready & X-Ray Switch on Control
- Quick trip-overload circuit breaker (Automatic safety system to block unwanted exposure factors beyond Tube Rating)
- Tube overload indicator should be provided.
- Electronic overload for protection of tube H.V. Cables & H.T. Tank.

C. HV TRANSFORMER:
Compact Heavy Duty Transformer comprising HV Silicon Rectifiers, HT Transformer, Filament Transformer, Federal Bushings all immersed in oil should be provided.

D. X-RAY TUBE:
- 1 Nos. Dual focus Rotating Anode X-Ray Tube having focal spots should be provided.
  Small focus: 1.0mm
  Large focus: 2.0mm
- HV cable: One Pair of High Voltage Cables

E. STAND:
Floor to Ceiling Stand with Counter Balanced Tube Head (Rotatable ± 180 Degree), 360 Degree Rotatable; mounted on Floor Ceiling Rails for convenient movements should be provided.
F. ACCESSORIES:
Following accessories should be provided as standard:
Hand Switch with retractable cord.
Aluminum filter.

G. POWER REQUIREMENT:
Unit should operate on 400 V AC, 50 Hz, Three Phase – Max. Allowable line Regulation ± 10%.

OTHER REQUIREMENTS:
1. The company should be ISO Certified.
2. The unit should be approved by BIS and AERB.

**Printer Specification**

1) Printer must be Laser technology
2) Printer Should Have Single or Double online supply trays or draws.
3) Each tray or Draw of the printer must be able to print the following international standard films sizes 8X10, 10X12 and 14X17 without mechanical alteration
4) Printing resolution must be 325 dpi/ppi or more standard for all type of DICOM image printing.
5) Printer must use day light film box loading technology.

**SPECIFICATIONS FOR COMPUTED RADIOGRAPHY SYSTEM**

1) System must achieve minimum 40 plates/hour or more for the cassette size 35x43 cm.
2) System must be approved by FDA for General Radiology application
3) System must be CE marked
4) System must be desktop/floor stand solution
5) System must be Single Plate Scanning CR solution
6) System Should be able to upgrade the cassette scan speed in future
7) Monitor can be any of the ones available as std LCD,LED or Touch screen minimum 19 inch monitor.
8) Monitor resolution must be at least 1280X1024
9) Imaging plates must be flexible type
10) System must offer the capability to read plates 35x35 and 35x43 cm with pixel pitch smaller than 100 microns (<10 pix/mm)
11) Gray scale resolution for image acquisition before processing must be 16 bit
12) Gray scale resolution for post processed images must be at least 12 bit
13) Cassettes and imaging plates must be available in various sizes
14) System is capable of reading QR codes to acquire patient ID
15) System allows to associate patient ID with cassettes through a barcode reader or RF device
16) Image processing algorithms are based on multi frequency processing type
17) Software automatically masks the area outside the collimation edges for better productivity.
18) Manual adjustments of the masked area should be possible
19) System must be capable to connect to PACS through Dicom Store
20) System must be capable to print to dry laser printers through Dicom Print
21) System must be able to acquire work list from existing HIS/RIS
22) System must be capable of burning patient images on CD/DVD
23) System must be able to remove grid lines from 103 lpi static grids
24) System must be capable of running a QA/QC test to verify performance
25) A statistical report must be generated to track repeat exams, dose etc
26) Images can be freely rotated
27) System is fully compliant with Storage Commitment requirements
28) Capability to customize the procedures and create customized views
29) System must be capable to export images to media such as USB, CD Rom etc
30) System must be capable of importing images into the database from various media type such as USB sticks, CD rom etc
31) System must allow to create annotations on images
32) System must make available Advanced measurement tools such as lengths, angles, cobb angles, Cardio Thoracic Area, etc
33) Cine loop feature must be made available to review images from modalities such as US, CT, MR
34) Patient list can be created either from the main workstation or from a web client remotely connected
35) System can offer optional feature of a specific module to generate reports and store them on the same database along with images
36) System should have Optional feature of Reports can be created either from the main workstation or from any web client remotely connected
37) System must offers the capability to acquire images from modalities as CT, MR, US etc, review them and store them
38) The system does not give any limitation as far as the number of modalities that can receive images from
39) System creates a vendor-neutral exposure index value for each image
40) System should offer a broad selection of formatted pages while printing including asymmetric templates
41) Images and reports can be distributed across web clients connected to the main workstation
42) Minimum number of concurrent web clients supported should be 4 and maximum of 8 or more.
43) System support data streaming capability when connected to web clients to enhance the System offers the capability to crop images, zoom and print.
44) System has the capability to connect to existing RIS/HIS system and communicate through HL7 protocol
45) System encrypts images for transmission to a remote workstation to avoid the use of VPN
46) System should have optional facility to view images on an iPad without additional s/w
47) System allows adding patient picture to demographic screen.
48) Supplier should provide 14X17 cassette 2 nos and 10X12 cassette 1 no with screen.

5.3 **COMPLETION PERIOD:**

One month from the date of issue of LOI/Work Order.

5.4 **TRAINING:**

The bidder must provide hands on training to designated X-ray machine Operators for the operation of the X-ray machine, dos and don’ts, regular checkup procedures and other knowledge required for successful operation of the X-ray machine at its own
5.5 **OPERATION, MAINTENANCE AND SPARES MANUAL:**

The successful bidder shall submit two sets of operation, repair and maintenance manual for each of the X-ray machine for the reference. Above manuals are to be submitted to the Consignee.

5.6 **SPARES:**

The bidder should maintain adequate spares at his site/workshop for prompt servicing of all the items covered under comprehensive AMC of X-ray machine.

5.7 **BREAKDOWN MAINTENANCE:**

The bidder shall depute their engineer immediately on any break down call and repair the X-ray machine by replacing all defective parts during warranty period/AMC period.

5.8 **OBLIGATION OF OMC:**

OMC shall provide free electric at site during the erection and commissioning period. The Security arrangement during execution of work shall be arranged by OMC.

5.9 **LIABILITY FOR ACCIDENTS AND DAMAGES**

Under the contract the bidder shall be responsible for any loss or damage to the X-ray machine or to the manpower deployed by the selected bidder or its authorized agencies until the X-ray machine is taken over by OMC after necessary technical and legal compliance.

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**CHAPTER-6**

**PRICE, PRICE FALL CLAUSE, VALIDITY OF THE PROPOSAL**

6.1 **PRICE:**

Prices should be quoted in Price Bid (BoQ) available in the tender and should be submitted online.

The bidder shall quote the total price and the prices needs to be individually indicated against item as per the Price-Bid format. The details of the GST are to be indicated clearly against item. The rate of GST applicable on the supply/service is mandatory without which the bid shall be liable for rejection.

The L-1 bidder shall be derived taking in to account the total cost of supply, service and AMC.

6.2 **ESCALATION OF PRICE.**

The rates quoted by the bidder shall remain firm & fixed during the entire period of contract and shall not be subject to upward variation on any account except on variation due to Govt. taxes and duties. The price approved by the OMC for award of this contract will be inclusive of all levies, taxes and duties. Any upward or downward change in rate of GST during the contract period shall be to the account of OMC.

6.3 **PRICE FALL CLAUSE:**
The price charged for the stores/equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the stores/equipment of identical description to its any other customer during the pendency of the contract/supply order. If the successful bidder at any time during the pendency of the contract /supply order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the contract/supply order placed by OMC, the successful bidder shall forthwith notify to OMC such reduction in sale price of stores/equipment supplied after such reduction coming into force shall stand correspondingly.

6.4 **VALIDITY:**
The offer will remain valid up to four months (120 days) from the date of opening of tender.
CHAPTER-7

PAYMENT TERMS, TAXES & DUTIES

7.1 SUPPLY OF DIGITAL X-RAY MACHINE & ITS OTHER RELATED ITEMS

7.1.1 90% payment along with applicable GST shall be made at Head Office within one month after supply & installation of 300mA X-ray machine subject to inspection and acceptance. Balance 10% shall be made after successful commissioning of the X-ray machine.

7.1.2 TDS under IT Act and any other Act as applicable & statutory deductions as per Govt. norm shall be deducted from the bills. All bills are to be submitted as per GST Act and relevant rules as applicable.

7.1.3 All payment shall be released against Invoice raised as per GST Act and Rules.

7.2 TAXES & DUTIES:

Taxes and duties in Amount (in INR) should be clearly mentioned in the price bid (BoQ). Variation of taxes and duties if any during tenure of contract, by the Govt. or statutory authority after tender date shall be allowed to the bidder pertaining to this work on production of documentary evidence for the variation.

GST CLAUSE

i. The Successful Bidder should have registration under GST Acts or should submit an undertaking declaring that their Turnover is below the threshold Limit specified by GST Act for obtaining Registration under the GST Act, and they will get registered under GST Act if there turnover exceeds the threshold limit during the continuation of the job awarded by OMC”.

ii. The Successful Bidder has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under. The Invoice must be raised as Tax Invoice.

iii) The Invoice should contain the following particulars as required under Rule 46 of GST Rules.

a) Name, address and Goods and Services Tax Identification Number of the Supplier.

b) A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters– hyphen or dash and slash symbolized as “-” and “/” respectively and any combination thereof, unique for a financial year.

c) Date of its issue.

d) Name, Address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of their recipient.

e) Harmonized System of Nomenclature code for goods or SAC code for services.
f) Description of goods or services.

g) Quantity in case of goods and unit or Unique Quantity Code thereof.

h) Total value of supply of goods or services or both.

i) Taxable value of the supply of goods or services or both taking into account discount or abatement, if any.

j) Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess).

k) Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess).

l) Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce.

m) Address of delivery where the same is different from the place of supply.

n) Whether the tax is payable on reverse charge basis; and

o) Signature or digital signature of the supplier or his authorized representative.

iv) The Successful Bidder should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflection Form GSTR-2A within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those Bills.

v) If due to any reason attribute able to the Successful Bidder, Input credit of the GST amount paid on Invoices raised by the Successful Bidder is not available to OMC/denied by the dept. Then the same will be recovered from the dues of the Successful Bidder or the Successful Bidder has to deposit an equivalent amount.

vi) The Successful Bidder has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.

vii) The successful bidder hereby undertakes to indemnify OMC, from any liabilities arising in future due to non compliance by the successful bidder of the GST Acts, Rules and any other Acts currently in force and applicable to the successful bidder by OMC.

7.3 WARRANTY

The bidder shall give warranty for a period of two years from the date of commissioning of 300mA X-ray machine for any manufacturing defects. The bidder shall replace the defective spares of 300mA X-ray machine on free of cost during the Warranty/ Guarantee period.
7.4 **RIGHT TO RISK PURCHASE**

If the Supplier fails to fulfill the terms and conditions of the order, OMC shall have the right to procure the materials from any other party for execution/ completion of the contract and recover from Supplier all charges/ expenses/losses/damages suffered by OMC, at the risk and cost of the Supplier after giving 15 days notice to the Supplier. This will be without prejudice to the rights of OMC for any other action including termination.
CHAPTER-8

PENALTY CLAUSE

8.1 PENALTY
If the supplier fails to supply the 300mA X-ray machine within the original or extended delivery period, penalty will be imposed an amount equivalent to 0.5% of the value of the items (excluding Taxes & duties) of delayed portion per each week or part thereof delay (Seven day week) subject to maximum of @5% of the total ordered value excluding taxes and duties. Applicable GST on penalty shall be charged and recovered from the supplier.

If the purchasing authority at any time feels & ascertain that the bidder is not in a position to supply the items within the delivery period or taking no steps for delivery of the items, it shall be open to the management to cancel the order. To ascertain the status of the supply, the purchasing authority may write to the bidder or send any representative to the bidder’s site to verify the progress of supply or carryout stage inspection if required.

8.2 WAIVER OF PENALTY:

If at any time during the Contract, the bidder should encounter conditions impending timely performance of service, the bidder shall promptly notify to OMC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder’s notice, the OMC shall evaluate the situation and may at its discretion waive the penalty on the request of the bidder.
9.1 **OMC’S RIGHT TO VARY QUANTITIES AND LOCATION**

The OMC reserves the right at the time of award of work and during the tenure of the contract to increase the quantity of materials. OMC also reserve the right to change the location for supply of materials.

9.2 **OMC’S RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS:**

OMC reserves the right to accept or reject any offer and reject all offers, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s) on the grounds for the OMC’s action.

9.3 **TERMINATION FOR DEFAULT**

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

(a) If the bidder fails to render services within the time period(s) specified in the Contract or any extension thereof granted by the OMC.

(b) If the bidder fails to perform any other obligation(s) under Contract.

(c) If the bidder, in either of the above circumstance(s) does not remedy its failure within a period of 30 days (or such longer period as OMC may authorize in writing) after receipt of the default notice from OMC.
10.1 FORCE MAJEURE:

If for any reason of war, riots, commotion, civil disturbances, statutory constraint, earthquake, acts of the State or acts of the God, the performance of the contract becomes impossible which fact will be decided either by the Managing Director or Chairman or CMD of the OMC, the contractual obligation of the parties hereunder will stand terminated forthwith.

10.2 DISPUTE RESOLUTION:

Courts at Bhubaneswar shall have jurisdiction to decide all disputes between the parties.
ANNEXURE-A

DECLARATION
(in non judicial stamp paper)

Sub: Tender No: ______________

I/We confirm that I/we have fully read and understood all the details mentioned in the tender document NIT No.____________ & all corrigendum/ addendum issued, if any. I/We accept all terms and conditions mentioned in the tender schedule and I/We declare that I/We have not been Black listed within a period of three preceding years from publication of this NIT by any competent court of Law, Forum or any State Govt. or statutory entities. If at any stage the declaration/information/scanned documents furnished in support of the same in respect of eligibility criteria/black listing etc found to be incorrect, I/We hereby agreed to be treated as disqualified bidder and I/We have no right to claim for consideration of my/our bid at any stage and the money deposited in form of EMD/S.D. shall be forfeited or as decided by OMC.

Signature of the Bidder with Seal
ANNEXURE-B

(TO BE UPLOADED WITH TECHNO-COMMERCIAL BID)

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<tr>
<th>Sl.No</th>
<th>Description</th>
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<th>Model/Capacity</th>
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<td>300mA Digital X-ray machine</td>
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<tr>
<td>2</td>
<td>Stabilizer for Digital X-ray</td>
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<td></td>
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<tr>
<td></td>
<td>machine</td>
<td></td>
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<tr>
<td>3.</td>
<td>C R System with Laser Printer</td>
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<tr>
<td>4.</td>
<td>UPS for C R System</td>
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</tbody>
</table>

Signature of the Bidder with Seal
**ANNEXURE-C**

*(CHECK LIST FOR TECHNO-COMMERCIAL BID)*

*(TO BE UPLOADED WITH TECHNO-COMMERCIAL BID)*

Name of the bidder, Postal address & Registered Office:
Type of Organization:
Contact name & Designation of the person signing the tender & the Phone number:
Official email, Phone, FAX address:
Official website:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Qualification Requirement</th>
<th>Complied</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Signed copy of check list with seal</td>
<td></td>
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<tr>
<td>2.</td>
<td>Certificate of registration as manufacturer / authorized dealer/distributor (Ref. Cl.- 4.1.a)</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>For turnover audited statement of B/S &amp; Profit &amp; Loss Accounts(Ref. Cl.- 4.1.b)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>For GSTN and HSN/SAC Code of the material/service(Ref. Cl.- 4.1.c)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Self-declaration document if not disqualified as per Annexure-A(Ref.Cl.- 4.1.d)</td>
<td></td>
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<tr>
<td>6.</td>
<td>Submission of required NSIC for those claimed exemption of EMD. (Ref.Cl.- 4.1.e)</td>
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<td>7.</td>
<td>Submission of materials details as per Annexure-B</td>
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</tbody>
</table>

Signature of the Bidder with Seal
DATE:

PROFORMA FOR BANK GUARANTEE

BANK GUARANTEE

Name of Bank: 
To
The Odisha Mining Corporation Limited, 
Bhubaneswar

Dear Sir,

Guarantee No. ………………………
Amount of Guarantee Rs …………………/- (Rupees………………………………)only.
Guarantee cover from………….….. to ……………………
Guarantee remain full force …………………………….
Last date for lodgment of claim: ………. (Two months from date of expiry).

This Deed of guarantee executed by (Bank Name) ………………………………, constituted under the Banking companies (Acquisition & Transfer of Undertaking) Act……………………………… having its registered office at ……………………… and amongst other places, a branch at ……………………… (hereinafter referred to as the bank) in favour of the Odisha Mining Corporation Ltd., Bhubaneswar (hereinafter referred to as OMC, the beneficiary) for an amount not exceeding Rs. ………………/- (Rupees……………………………………………..) only at the request of M/s. ……………………………………… (hereafter referred to as the agency).

This guarantee is issued subject to the condition that the liability of the bank under this guarantee is limited to maximum of Rs………………/- (Rupees……………………………………………..) only and the guarantee shall remain in full force from ………………. to ………………. (date of expiry) with further claim period of two months and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the bank at our ...............Branch at Bhubaneswar on or before ………………. (last date of lodgment of claim) by the OMC, Bhubaneswar in writing.

For (Bank) Seal Branch Manager  
Branch

SUBJECT TO AS AFORESAID  
(Main guarantee matter may be typed hereafter)
The Odisha Mining Corporation Ltd BBSR (herein after called as the OMC) has agreed to accept from M/s ................................ at .................................. PO .......................... PS .......................... District.......................... State........................., (herein after called as Agency) a bank guarantee for Rs. ......................... (Rupees ........................................ only) for the period from .......................... to .......................... with a claim period of two months & the last date of lodgment of claim within .......................... towards EMD/SD/ISD/Performance Guarantee/Guarantee against advance payment in connection with ........................................ Work/Contract/PO/Tender No & Date.

We ................................(Bank)..........................branch, do hereby undertake to indemnify and keep indemnified “OMC.” to the extent of Rs .......................... (Rupees ........................................ only) for the period from .......................... to .......................... with the last date of lodgment of claim within ..........................

We ................................(Bank)..........................branch, further agree that if a demand is made by the OMC, have no right to decline to cash the same for any reason whatsoever. The fact that there is a dispute between the said Agency and the OMC is no ground for us to decline to honour invocation the Bank Guarantee and such invocation is a sufficient reason for the OMC to enforce the bank guarantee unconditionally without any reference to the said Agency within 48 hours excluding holidays.

We.............................(Name of the Bank & Branch)..........................branch, further agree that a mere demand by the OMC. is sufficient for us .........................(Bank Name).......................... branch at Bhubaneswar, to pay the amount covered by the bank guarantee without reference to the said Agency and any protest by the said Agency cannot be valid ground for us,.........................Bank................. Branch, to decline payment to the OMC.

We.............................the bank, undertake to pay to the OMC any money so demanded notwithstanding any dispute or disputes raised by the said agency in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal.

If notice of demand is served on the Bank and for this purpose it shall be deemed sufficient if such notice is served on our branch at ........................., Bhubaneswar, by the OMC before the last date of lodgment of claim under this guarantee, then not withstanding anything to the
contrary herein contained, the liability of the Bank under this guarantee shall be enforceable as due to us.

We ......................................the bank further agree that the OMC shall have fullest liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the agreement/work order/contract / order etc or to extend time of performance by the said agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the OMC against the said agency and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Agency or for any forbearance, act or omission on the part of the OMC or any indulgence by the OMC to the said agency.

We ...................................... (Name of the Bank & specify branch Name) ................................. Branch, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OMC in writing.

Notwithstanding anything contained herein above:
1. All claims under this guarantee must be presented to .................(name of the bank).............(Branch), Bhubaneswar (Odisha)
2. Our liability under this Bank Guarantee shall not exceed Rs. ...............(Rupees ..................................only).
3. This guarantee will not get discharged due to change in the constitution in the bank or the said agency.
4. This Bank Guarantee shall remain valid up to............. (date of expiry) with additional claim period of two months and claim under this guarantee can be served on or before .............. (last date of claim).
5. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if OMC serves a written claim or demand on the bank at our branch at Bhubaneswar on or before ................. (last date of for lodgment of claim.)
6. We declare that this bank Guarantee is not tainted with fraud and is furnished in the written request of the agency.

Signature:
Name:
Address: For & on behalf of (Seal)Signed and delivered this on ......
MANDATE FORM (FOR ENABLING E-PAYMENT)  
(Preferably in payee’s Letter Head)

TO

THE ODISHA MINING CORPORATION LIMITED,
OMC HOUSE; P.B. NO-34, UNIT-5, BHUBANESWAR
PIN-751001, ODISHA

Sub: Mandate for getting payment through electronic mode i.e. EFT/NEFT/RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from The Odisha Mining Corporation Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Vendor
2. Address of the Vendor
   PIN Code
   IT PAN
   E-mail Id
   Mobile No
   Phone
   FAX No

3. Bank Particulars:
   Bank Name
   Branch Name
   Branch Place
   Account No.
   Account Type: Saving/Current/Cash Credit
   Branch State
   RTGS Enable: Yes/No
   NEFT Enabled: Yes/No
   Core-Bank Enabled: Yes/No
   Branch Code
   MICR Code
   IFSC Code
   * In case of Vendors having Bank account in Andhra Bank

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold The OMC Ltd. responsible.

Date:  
Signature of the Party with seal

Certified that the Bank Particulars furnished are correct as per our record.

Date:  
Signature of the Party with seal
**Item Wise BoQ**

**Tender Inviting Authority:** General Manager(Materials)

**Name of Work:** Supply, Installation & Commissioning of 300mA X-ray machine with comprehensive AMC for 05 years after completion of warranty period to Kaliapani Hospital of OMC in the District of Keonjhar, Odisha and to Daitari Hospital of OMC in the District of Keonjhar, Odisha

**Contract No:** NIT No-41/E-PROC/OMC/MAT/2018

**Name of the Bidder/Bidding Firm/Company:**

---

**PRICE SCHEDULE**

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

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<th>TEXT #</th>
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<th>NUMBER #</th>
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<td>HSN Code-2</td>
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