

E-TENDER

FOR PROCUREMENT OF
High End Modular Cardiac Operation Theatre
For Proposed New Construction as Phase II Paediatric cardiac hospital
building (GRIHA 3 star rated)

By
HLL Infra Tech Services Ltd.

On behalf of
U.N. Mehta Institute of Cardiology & Research Centre, (Affiliated
to B. J. Medical College), Ahmedabad Gujarat

HITES/PCD/UNM-AHD/01/MOT/18-19

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SECTION I**NOTICE INVITING TENDERS (NIT)****Tender Enquiry No.: UNM-AHD/01/MOT/18-19****Dated: 09.05.2018**

HLL Infra Tech Services (A fully owned subsidiary of HLL Lifecare Limited, a CPSU under the Ministry of Health and Family Welfare, Govt. of India) invites e- tenders on behalf of U.N. Mehta Institute of Cardiology & Research Centre (UNMICRC), Ahmedabad, Gujarat, from eligible and qualified tenderers for Design, supply, installation, testing and commissioning of High End Modular cardiac Operation Theatres.

Sl. no.	Short Description of Goods & services	Quantity	Estimated price (Rs.)	Earnest Money Deposit (Rs.)	Tender Processing Fee (Rs.)
1	Design, Supply, Installation, Testing & commissioning of High End Modular cardiac Operation Theatres .	12	13,60,00,000/-	27,20,000/-	5,900/-

Important Dates and Venue for Events:

Sl. No.	Description	Schedule
i.	Pre-bid Meeting Date & Time	15.05.2018, 1100 Hrs IST
ii.	Pre-bid Meeting Venue	4 th Floor, Central Lecture Theatre, U. N. Mehta Institute of Cardiology & Research Centre, (Affiliated to B. J. Medical College), Asarwa, Ahmedabad - 380016
iii.	Due date & time for submission of tender in e-tender Portal	04.06.2018, 1200 Hrs IST
iv.	Closing date & time for submission of Tender Processing Fee and EMD in physical form	04.06.2018, 1400 Hrs IST
v.	Date and Time of opening of Techno - Commercial tenders	04.06.2018, 1430 Hrs IST
vi.	Venue for opening of Tenders	M/s. HLL Infra Tech Services Ltd., B14-A, Sector-62, Noida (UP) - 201307

Note: If EMD is submitted in the form of Bank Guarantee (BG), then the validity of the Bank Guarantee should be at least 225 days from the date of tender opening. Tender processing fee (non-refundable) is required from all the bidders irrespective of their registration with NSIC or any other Govt. organization.

Directions to bidders for bidding in e-portal and necessary digital signature required:-

1. The tenderers shall submit Tender Processing Fee and EMD in physical form at the scheduled time and venue M/s. HLL Infra Tech Services Ltd. (HITES), Sector-62, Noida (UP) - 201307.
2. Tenderer may download the tender enquiry documents from the web site www.unmicrc.nprocure.com

3. The submission of tender online can only be done through **www.unmicrc.nprocure.com**
4. All prospective tenderers may attend the Pre bid meeting. Purpose of the pre-bid meeting is to answer queries / provide clarification that the Bidders may have in connection with the E - Tender and to give them relevant information regarding the same. Bidders are requested to bring authorization letter, letterhead and stamp/seal of their company at the time of pre bid meeting. Only written queries shall be accepted from those who present in the pre-bid meeting. No other queries shall be entertained or replied to. If prospective bidders / their authorized representatives wish to raise any queries, then they need to be present in the pre-bid meeting. Responses to the same will only be published on the E-Tender portal at <https://unmicrc.nprocure.com> and it will be the responsibility of the bidders to take note of the same. **Any queries/representations received after the pre-bid meeting will not be taken into cognizance. No verbal communication will be considered.**
5. Tenderers shall ensure that their tenders, complete in all respects, are submitted online through www.unmicrc.nprocure.com No DEVIATION is acceptable.
6. HITES Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:

Name of the Beneficiary	Bank Details	IFSC Code
HLL INFRA TECH SERVICES LTD.	HDFC BANK LTD, NOIDA, UTTAR PRADESH	HDFC0000088

IMPORTANT NOTE:-

Tender Processing Fee and EMD (as applicable) should be deposited within the scheduled date & time in the Tender Box located at:

HLL Infra Tech Services Limited
 B-14 A, Sector-62,Noida-201 307
 Phone: 0120-4071500; Fax: 0120-4071513
 URL: www.hllhites.com

CEO, HITES
(Tender Inviting Authority)

SECTION - II**GENERAL INSTRUCTIONS TO TENDERERS (GIT)****CONTENTS**

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A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Purchaser" means U.N. Mehta Institute of Cardiology & Research Centre.
- (ii) "Tender Inviting Authority" means HLL Infra Tech Services Limited
- (iii) "e-Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iv) "e-Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (v) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (vi) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vii) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (viii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (ix) "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (x) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (xi) "Consignee" means The Director, UNMICRC to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xii) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xiii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiv) "Day" means calendar day.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "LC" means Letter of Credit
- (viii) "DP" means Delivery Period
- (ix) "BG" means Bank Guarantee

- (x) “CD” means Custom Duty
- (xi) “RR” means Railway Receipt
- (xii) “BL” means Bill of Lading
- (xiii) “FOB” means Free on Board
- (xiv) “FCA” means Free Carrier
- (xv) “FOR” means Free on Rail
- (xvi) “CIF” means Cost, Insurance and Freight
- (xvii) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xx) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxi) “RT” means Re-Tender.
- (xxii) “GST” means Goods and Service Tax
- (xxiii) “OEM” means Original Equipment Manufacturer.

2. Introduction

- 2.1 The Tender Inviting Authority has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, interalia, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction To Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Tender Inviting Authority for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the Tender Inviting Authority, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser.

4. Language of Tender

- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the Tender Inviting Authority, shall be written in the English language, unless otherwise specified in the Tender Enquiry.

5. Eligible Tenderers

5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Tender Inviting Authority will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Check List for the Tenderers
- Section XX – Consignee List

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc. to proceed further.

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

- 9.2 Any amendment shall be uploaded on the designated website (**www.nprocure.com**) only and no separate communication/advertisement shall be issued in this regard. It is the responsibility of the bidder to check the website from time to time before closing of bid.
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the Tender Inviting Authority may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same during the pre-bid meeting as described in Para 4 under Section 1 (NIT). The tendering authority will respond to such request by publishing its reply on E-tender portal, provided the bidder attended the pre bid meeting with their written request. **Any queries/representations received after the pre-bid meeting will not be taken into cognizance. No verbal communication will be considered.**
- 10.2 The response to the bidders' clarification will be uploaded on the designated website (www.nprocure.com).

C. PREPARATION OF TENDERS

11. Documents comprising the e-Tender

- 11.1 The tender shall be submitted **online only** (except Tender Fee & EMD) as mentioned below:
- (i) Tender Fee, EMD (Physical form)
 - (ii) Technical Bid - Consisting of Techno-Commercial bids with the tender enquiry along with the supporting documents, i.e. scanned copies of Tender Processing Fee, EMD, Eligibility Criteria & Technical Specifications, viz. Product Specification Sheets/Brochures, OEM Certificate, etc. Bidders have to ensure that the documents uploaded in pdf format are legible.

A) Details of Technical Tender (Un priced Tender)

Bidders shall furnish the following information along with technical tender (in pdf format):

- i) Earnest money to be furnished in accordance with GIT clause 19.2, alternatively, a documentary evidence for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Letter of Authority in favour of the person **who is digitally signing the bid** and signatory of Manufacturer's Authorisation Form.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Quality Control Requirements as per Section VIII

- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation of the bidder or a declaration in case the firm is being a proprietary one.
- xi) Checklist as per Section-XIX.
- xii) Tender processing fee should be payable by DD/Pay order/Banker's Cheque only.
- xiii) Copies of GST registration certificate and PAN Card.
- xiv) Non conviction /no pending conviction certification issued by Notary on non-judicial stamp paper of **Rs. 50/-** for preceding three years.
- xv) Copies of quality certificates i.e. US FDA, European CE, EN, DIN, ISO, BIS, AISI Certificate issued by competent authority, as per technical specification wherever applicable.
- xvi) Copies of abridged annual report, Chartered Accountant audited balance sheet and profit & loss account, Income Tax returns acknowledgement for preceding five years (till last closed financial year) before the date of tender opening.
- xvii) Name, address and details of account with respect to bidder.
- xviii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involved in finalizing the tender or will decide the use of tendered items.
- xix) A self-declaration on **Rs. 50/-** non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xx) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry. **Product catalogues / original Data Sheet must be enclosed of all quoted items.**
- xxi) Bidder should submit an undertaking/affidavit that they will supply, installation, Testing & commissioning of all Modular Operation Theatre as per tender approved makes and technical specifications. There will be no change in tender technical specifications and approved list of makes at any time of the project execution. The associate medical company of the bidder must have completed similar standard and nature of work of Modular Operation Theatre in India.

B) Price Bid:

The **PRICE BID** should be submitted **ONLINE** only. Physical submission of financial bid will not be accepted and e-tender shall be rejected. The rates must be quoted in the prescribed format as uploaded on the e-tender portal .

Quoted rates shall include all prevailing duties, applicable GST (for the corresponding HS/HSN/SAC code), levies or any other incidental expenses applicable till the date of submission of bid. In case Government modifies any taxes/levies subsequently the same will be adjusted (plus/minus) as the case may be. The Bidder must ensure to fill up rate against each item of financial bid. If any cell is left blank then value of that cell shall be treated as "0" (ZERO).

Note:

- (i) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents, if any.

- (ii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.

11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the Tender Inviting Authority may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

11.3 A tender, which does not fulfill any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be rejected.

12. Tender currencies

12.1 The tenderer must submit their bids for supply of indigenous or imported goods only in Indian Rupees.

12.2 Tenders, where prices are quoted in any other currency shall not be accepted and are liable to be rejected.

13 Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer, if nothing is mentioned it would be presumed as included.

13.2 All sundry equipment, fittings, units assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for supply, efficient assembly, installation, testing & commissioning of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

13.3 Detailed breakup of the prices for the main equipment and accessories/optional items must be provided separately, item wise in the same serial order as listed in the technical bid.

13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST, Custom Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) Any applicable GST, Customs and any other levies, which will be payable on the goods in India if the contract is awarded;
- c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the

consignee site for a period including 6 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;

- d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) The rates quoted by the tenderer, shall be firm and fixed including all taxes and duties like GST, Custom Duty, charges for packing forwarding, insurance, freight, installation, testing & commissioning, temporary storage risk at site, overhead charges general liabilities/obligations and clearance from local authorities, etc. Rates shall be firm for the contractual period of time and for such time for which purchaser shall grant extension of time till completion of work; and
- f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

- 13.5 The Purchaser will pay the necessary taxes wherever applicable, which will be included in the total price.
- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the Tender Inviting Authority and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent:

Indian agent, offering goods manufactured by a foreign company, shall furnish Manufacturer's Authorisation in the prescribed format as given in Section-XIV of this tender enquiry document.

15. Firm Price:

Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price and total price. Item wise price will remain fixed. However, actual payment will be based on final measurement.

16. Alternative Tenders:

- 16.1 Alternative Tenders are not permitted.
- 16.2 However, the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

17 Documents Establishing Tenderer's Eligibility and Qualifications:

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
- b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

18. Documents establishing good's Conformity to TE document:

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the Tender Inviting Authority in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the Tender Inviting Authority in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the Tender Inviting Authority and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. including technical acceptability of the goods and services offered by it, its tender will be liable to be rejected and rejected in addition to other remedies available to the Tender Inviting Authority in this regard.

19. Earnest Money Deposit (EMD):

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the NIT at Section-I. The earnest money is required to protect the Tender Inviting Authority against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.6 below.
- 19.2 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft
 - ii) Banker's cheque and
 - iii) Bank Guarantee
- 19.3 The demand draft or banker's cheque shall be drawn on any nationalized or scheduled bank in India, in favour of "**HLL Infra Tech Services Ltd.**", payable at New Delhi. In case of bank guarantee, the same is to be provided from any nationalized or scheduled bank in India as per the format specified under Section XIII in these documents.
- 19.4 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is **180 days**, the EMD shall be valid for 225 days from Techno-Commercial Tender opening date.
- 19.5 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.6 Earnest Money is required to protect the Tender Inviting Authority against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a

tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Tender Inviting Authority. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Tender Inviting Authority/Purchaser if it fails to furnish the required performance security within the specified period.

20. Tender Validity:

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the Tender Inviting Authority to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/email followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Tender Inviting Authority, the tender validity shall automatically be extended up to the next working day.

21. Digital Signing of e-Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11 and any other specific instruction mentioned in the SIT using the digital signature.

D. SUBMISSION OF TENDERS

22. Submission of Tenders:

- 22.1 The techno-commercial bids shall be submitted as under.
 - (i) Pre-qualification and Technical compliance as per following documents
 - a) Manufacturer's authorization (as per Section-XIV) in case bid is submitted by an Indian agent for goods manufactured by other principal/OEM.
 - b) Tender Form as per Section X (without indicating any prices).
 - c) A self-declaration on **Rs. 50/-** non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
 - d) Copies of GST registration certificate and PAN Card.
 - e) Certificate of Incorporation or a declaration in case the firm is being a proprietary one.
 - f) Copies of quality certificates i.e. US FDA, European CE, EN, DIN, ISO, BIS, AISI Certificate issued by competent authority, as per technical specification wherever applicable.
 - g) Copies of abridged annual report, Chartered Accountant audited balance sheet and profit & loss account, Income Tax returns acknowledgement for preceding five years (till last closed financial year) before the date of tender opening.
 - h) Name, address and details of account with respect to bidder and/or beneficiary of LC.

- i) Quality Control Requirements as per Section VIII
- j) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- k) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry. **Product catalogues/original Data Sheet must be enclosed of all quoted items.**
- l) Bidder should submit an undertaking/affidavit that they will be supplying, installing, Testing & commissioning of all Modular Operation Theatre as per tender approved makes and technical specifications. There will be no change in tender technical specifications and approved list of makes will be allowed at any time of the project execution the associate medical company of the bidder must have completed similar standard and nature of work of Modular Operation Theatre in India.
- m) Checklist as per Section-XIX

(ii) **PRICE BID:**

The **PRICE BID** should be submitted **ONLINE** only. Physical submission of financial bid will not be accepted and e-tender shall be rejected. The rates must be quoted in the prescribed format as uploaded on the e-tender portal .

Quoted rates shall include all prevailing duties, applicable GST (for the corresponding HS/HSN/SAC code), levies or any other incidental expenses applicable till the date of submission of bid. In case Government modifies any taxes/levies subsequently the same will be adjusted (plus/minus) as the case may be. The Bidder must ensure to fill up rate against each item of financial bid. If any cell is left blank then value of that cell shall be treated as "0" (ZERO).

22.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

23. Late Tender:

23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. However, if the necessary Tender Processing Fee and EMD in original are not submitted within the scheduled time, the tender shall be declared as late tender and shall be rejected.

24. Alteration and Withdrawal of Tender

24.1 The tenderer, is not permitted to change, edit or withdraw its bid after the end date & time.

E. TENDER OPENING

25. Opening of Tenders:

25.1 The Tender Inviting Authority will open the tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on/is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 25.3 This being a Two-Tender system, the **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno-Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno-Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

- 26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

27. Scrutiny of Tenders

- 27.1 The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Tender Inviting Authority will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservation to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Tender Inviting Authority's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3 If a Tender is not substantially responsive, it will be rejected by the Tender Inviting Authority and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions, etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily rejected.

- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be rejected;
- (i) Tender validity is shorter than the required period.
 - (ii) Required EMD or its exemption documents have not been provided.
 - (iii) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.
 - (iv) Poor/ unsatisfactory past performance.
 - (v) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (vi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (vii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

28. Deleted

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post/ email. If the tenderer does not agree to the observation of the Tender Inviting Authority, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

Not applicable being e-Tender.

31. Qualification Criteria

- 31.1 Tenders of the tenderers, which do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non-responsive and will not be considered further.

32. Deleted

33. Deleted.

34. Comparison of Tenders

Unless mentioned otherwise in Section-III at Special Instructions to Tenderers and Section-VI at List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery at consignee site basis (which is inclusive of all charges to the purchaser). The quoted prices for all goods and services including GST and Net Present value (NPV) of Comprehensive Annual Maintenance (CMC) charges will be added to derive the final price for ranking of bids. “Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum”.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

35.1 Further to GIT Clause 34 above, the Tender Inviting Authority's evaluation of a tender will include and take into account the following:

The goods manufactured in India or goods of foreign origin already located in India, GST & any other levies, etc. which will be contractually payable (to the tenderer) on the goods if a contract is awarded to the tenderer.

35.2 The Tender Inviting Authority's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

36. Tenderer's capability to perform the contract

36.1 The Tender Inviting Authority, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the Tender Inviting Authority as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the Tender Inviting Authority.

37. Contacting the Tender Inviting Authority

37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Tender Inviting Authority for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

37.2 In case a tenderer attempts to influence the Tender Inviting Authority for its decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Tender Inviting Authority.

G. AWARD OF CONTRACT

38. Tender Inviting Authority's Right to accept any tender and to reject any or all tenders

The Tender Inviting Authority reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

39. Award Criteria

Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the Tender Inviting Authority in terms of GIT Clause 36.

40. Variation of Quantities at the Time of Award/ Currency of Contract

40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods and services mentioned in the schedule (s) in the "List of

Requirements” (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to 25% the quantity of goods and services mentioned in the “List of Requirements” (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered/speed post or by fax/telex/email that its tender for goods & services, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

After notification of award, the bidder should enter into a contract as per Section XVI within 21 working days.

43. Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser:

Failure of the successful tenderer in providing performance security, Proforma Invoice and/or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and for further actions by the Tender Inviting Authority/Purchaser against it as per the clause 24 of GCC - Termination of default.

44. Return of EMD

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.5.

45. Publication of Tender Result

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the Tender Inviting Authority.

46. Corrupt or Fraudulent Practices

It is required by all concerned namely the Consignee/Tenderers/Suppliers etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender

Inviting Authority, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority/purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION – III**SPECIAL INSTRUCTIONS TO TENDERERS (SIT)**

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	
B	8 to 10	TE documents	No Change	
C	11 to 21	Preparation of Tenders	Change	22
D	22 to 24	Submission of Tenders	Change	22
E	25	Tender Opening	No Change	
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	
G	38 to 46	Award of Contract	No Change	

C & D: PREPARATION & SUBMISSION OF TENDERS

Following points to be kept in check while preparing e-tender document to be uploaded on www.nprocure.com:

1. Please upload the documents in black/white resolution with 75-100 DPI only
2. Maximum File Size to upload is 3 MB.
3. Accepted file formats are .pdf, .doc, .txt, .xls, .ppt, .pps, .png, .gif, .jpg, .zip, .rar to upload.
4. File Name Cannot Accept Special Characters Like (' % @ < > : * ? | & ~ ^)
5. File Name should not be greater than 70 characters.
6. Drawings can be uploaded in autocad format by zip them in group of drawings in .zip or .rar file with file size upto 3 MB.

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

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1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin must be specified in the Price Schedule

5. Performance Security

- 5.1 Within 21 (twenty one) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to 02 (two) months after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 66 months from the date of Notification of Award.

5.2 The Performance security shall be denominated in Indian Rupees as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft drawn on any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser. The validity of the Bank Guarantee will be for a period up to 02 (two) months beyond Warranty Period.

5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser including furnishing of Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form-B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub-clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of bank guarantee for CMC security in favour of the purchaser as per the format in Section XV.

6. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) may inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The supplier should intimate the purchaser well in advance before any shipment takes place from any foreign country or with in India. Accordingly, the purchaser will inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding and lodging will be borne by the purchaser.
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."
- 8.7 Goods accepted by the purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Foreign supplier shall also have the equipment inspected by recognised/reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 Followed by delivery of the items, a joint inspection by HLL Infra Tech Services Limited and UNMICRC representatives at site will be carried out to verify the quantity and quality of goods.
- 8.10 Purchaser reserves the right to randomly inspect and choose from the supplied MoTs for quality assessment. The purchaser may select any one wall/ceiling panel out of the supplied panels for

MoTs for “Destructive Quality Testing” and supplier has to replace the same at no extra cost to the purchaser.

9. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract and Delivery and installation should be synchronised with Civil Construction of New Construction of Phase II Paediatric Cardiac Hospital Building (GRIHA 3 STAR).

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under DDP (Named place of destination) terms.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The storage insurance cover shall also be obtained by the Supplier which should be valid till 6 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on DDP Named place of Destination Basis, the additional Insurance for storage would be borne by the Supplier for a period including 6 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.
- iii) If the equipment is not commissioned and handed over to the purchaser within 6 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

- 12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- a) The spare parts as selected by the Purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the Purchaser.

13. Incidental services

Subject to the stipulation, if any, in the SCC (Section-V), List of Requirements (Section-VI) and the Technical Specification (Section-VII), the supplier shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Doctors, Staff, operators, etc. for operating and maintaining the goods.
- iv) Supplying required number of operation & maintenance manual for the goods.
- v) Maintenance of goods supplied.

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

Within 24 hours of despatch, the supplier shall notify the purchaser and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post/speed post/courier (or as instructed in the contract):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Four copies of packing list identifying contents of each package;
- (iii) Certificate of origin by the chamber of commerce of the concerned country (in case the goods are of foreign origin);
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate.
- (vi) Inspection certificate issued by the nominated Inspection agency, if any, along with in-house inspection certificate (in case the supply is from an Indian supplier for goods already located in India).

- (vii) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV, etc. prior to despatch along with in-house inspection certificate (in case the supply is directly from the foreign supplier).

15. Warranty:

- 15.1 The supplier is to assure uninterrupted service without compromising the installed Modular OT.
- 15.2 Complete system including labour & spares should have comprehensive onsite warranty for five years; commencing from the date of issue of installation certificate by the institute. Post warranty annual comprehensive maintenance contract (CMC) to cover main equipment/civil construction including all accessories supplied with the unit.
- Incremental Cost (if any) for, up gradation, if required, should form part of the contract for the Warranty and Post Warranty period.
 - The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire turnkey system being offered, at short notice during the warranty and post warranty period.
 - If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
 - If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
 - All faults appearing and their rectification shall be periodically advised to the hospital, the period being not more than a month.
 - Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
 - The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing and commissioning.
 - The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
 - The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular up gradation of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract, unless specified otherwise in the SCC.
 - No conditional warranty like mishandling, manufacturing defects, etc. will be acceptable.
 - Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
 - All kinds of painting, civil, HVAC and electrical work

- Proper marking has to be made for all spares for identification like printing of installation and repair dates.

- 15.3 In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the supplier. The period of the warranty will be as per GCC clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser.

16. Assignment

- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 (Country of Origin).

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser, the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

A) Payment for supply, installation and commissioning against Contract:

Payment shall be made in Indian Rupees as specified in the contract subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

- a) **70% (seventy percent)** payment of the delivered goods value shall be paid on receipt of goods in good condition and upon the submission of the following documents:
 - (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Four copies of packing list identifying contents of each package;
 - (iii) Inspection certificate issued by the nominated Inspection agency.
 - (iv) Insurance Certificate as per GCC Clause 11;
 - (v) Certificate of origin by the chamber of commerce of the concerned country (in case the goods are of foreign origin);
 - (vi) Manufacturer's/Supplier's warranty certificate;
 - (vii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the Consignee;

- b) **20% (twenty percent)** payment of the delivered goods value shall be paid on installation and commissioning upon submission of following document:-
 - (i) Installation and commissioning certificate in original issued by the consignee.
- c) **Balance 10% (ten percent)** payment of the delivered goods value shall be paid against 'Final Acceptance Certificate' (FAC) as per Section XVIII of goods to be issued by the Consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the Consignee after installation, commissioning, testing and three month of successful trial run of the equipment.
- d) Payment of services, if any, like site modification charges, installation commissioning charges, labour charges, etc. will be paid only after issuance of final acceptance certificate by the Consignee.

B) Payment for Annual Comprehensive Maintenance Contract Charges:

The Consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable and non transferable LC shall be opened by the purchaser in favor of the successful bidder. However, if the supplier request specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the Indian Rupees.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes, etc. from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser forthwith.

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed, not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- i) imposition of liquidated damages,
- ii) forfeiture of its performance security and
- iii) termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price except statutory revision of taxation of custom duty, GST. On account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) The Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property:

- (i) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- (ii) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- (iii) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract as per the undertaking given in the qualification criteria, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual

delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

- 24.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

28. Governing language

28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, U. N. Mehta Institute of Cardiology & Research Centre (UNMICRC), Ahmedabad, Gujarat. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasons for the award in case the value of claim in reference exceeds Rupees One Lakh (Rs. 1,00,000/-)

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. Ahmedabad, Gujarat, India.

30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Ahmedabad, Gujarat, India.

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit

or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. General/ Miscellaneous Clauses

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 33.8 Uptime Warranty and Downtime Penalty for breakdown, Uptime Warranty 95% per year. Downtime Penalty in rupees, it applies when uptime is less than 95% in one calendar year or when downtime is more than 2 days at a stretch.
- 33.9 Company should Provide Standby Equipment within 48 hours (required by the Institute), if breakdown occurs and till repair of the Equipment is completed. If not, Penalty equal to an amount of Rs.25,000/- per day basis will be charged to the company.
- 33.10 Transfer of warranty & CMC (with all spare parts & labor) price must be done in case of merger or collaboration or change in dealer, in any case Warranty & CMC (with all spare parts & labor) price should be continued and all terms and condition of tender including Warranty and CMC are binding to the parent company.
- 33.11 Order and Agreement must be duly signed by Principal Company.
- 33.12 Before opening of technical bid, Institute/technical expert committee of the institute has right to inspect Modular OT / working of Modular OT at manufacturing site and at any hospital in India or outside of India for the same tender at the cost of bidder. If during the inspection the material, standards, or manufacturing process not as per tender specification and it is not up to the satisfaction of the technical expert committee, institute reserves the right to disqualify in the technical bid at that stage and institute will not open the commercial bid of the said tender of Modular OT.
- 33.13 If technical specifications of any item of Modular OT is not found as per the tender specifications observed either at the time of delivery or during the use of Modular OT, such part of Modular OT will be returned and the supplier has to replace the part as per the tender specification without any additional charge. or company will be penalized by forfeiting Security Deposit given by the Company to the Institute.

- 33.14 During the warranty period if there is improper functioning of Modular OT the company has to replace/repair the Modular OT at no extra cost in case of inadequate functioning of Modular OT or damage etc. the verdict of technical expert committee of the Institute will be final and binding.
- 33.15 The replacement of defective parts of Modular OT during the warranty period shall be the responsibility of the supplier and the Indian agent will be solely responsible for replacement at their cost including the down time liquidation damage etc. be noted as a special condition of the tender. In case of inadequate functioning of Modular OT or damage etc the verdict of Technical Expert Committee of the Institute will be final and binding.
- 33.16 The tenderer shall guarantee four Preventive Maintenance service in a year at every quarter basis and also replace the spare parts as per guide lines provided in the service/maintenance manual of manufacturer/company at no extra cost during warranty and Comprehensive Contract Period and also do required all calibration and QA/QC check during warranty and CMC period without any extra cost. Tenderer should have to submit calibration and QA/QC report with the preventive maintenance service report separately.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

The warranty period will be as mentioned in the list of requirement as per section VI of the tender enquiry.

SECTION - VI**LIST OF REQUIREMENTS****Part I:**

Sl. no.	Short Description of goods	Quantity	Warranty Period	CAMC period after warranty
1	High End Modular Cardiac Operation Theatres	12	05 years	05 years

Part II: Required Delivery Schedule:

Supply, installation and commissioning to be completed within 90 days from the date of NOA or date of opening of LC or date of layout drawing approval, whichever is later. In case of LC necessary documents like valid performance security & proforma invoice and all other clear documents for opening of LC are to be submitted within 21 days to UNMCIRC from the placement of order. Any delay will be treated as non-performance and liquidated damages shall be levied and in case layout drawing approval is applicable, it should be submitted by the supplier within 21 days from the date of release of NOA. The delay made in number of days for submission of layout drawing shall be adjusted subsequently by reducing the delivery time for such number of days.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Required number of persons from the institute need to be trained for MOT.

Part IV:

Turnkey/Site Modification (if any) as per details in Technical Specification.

Part V:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance or 66 months from the date of last shipment/dispatch when received at consignee site, whichever is earlier.

Part VI:

Supplier has to quote Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above.

Part VII:**Required Terms of Delivery and Destination:**

- All goods are to be delivered at Consignee Site.

- Transit Insurance and Storage Insurance at site would be covered and borne by the Supplier as per GCC clause 11 of this TED.

- Storage insurance at site would be covered and borne by the supplier for a period of 6 months beyond date of delivery.

- Destination/Consignee details are given in Section XX.

Section – VII

Technical Specifications

High End Modular Cardiac Operation Theatres (12 Nos.)

I	RESPONSIBILITY OF BIDDER
A	Bidder shall be responsible for complete design, supply, installation, construction, testing and commissioning of high end modular cardiac operation theatres (12 nos) based on seamless modular concept.
B	Bidder shall execute all required modification in civil, electrical & peripheral light, plumbing, air-conditioning system (Ducting and diffusers inside the OT only), fire safety, MGPS and other works as may be required for complete installation and trouble-free functioning of the operation theatres as a part of the ‘turnkey work’
C	The bidder shall be responsible for the complete work including the submission of Working Drawings and preparing a walk through view (on the basis of drawings AutoCAD / PDF /hardcopy provided by the Institute)
D	Bidder shall be responsible for installation and commissioning of medical equipment in coordination with construction schedule and update the hospital authorities.
E	Bidder shall be responsible for free maintenance of modular operation theatres during warranty period inclusive of all consumables.
F	Bidder shall be responsible for commissioning of Medical Gas lines, Pendants, LED OT Light and Gas outlets for the OTs and other equipment as per technical specification of the tender.
G	Bidder shall be responsible for maintaining suitable air conditioning inside the operation theatre. MOT Bidder shall provide a control panel for regulating temperature & RH (as per the specifications) in the OT. The bidder will be responsible for the integration of this control panel with the Hospital AHU
H	Bidder should provide factory test certificates for the material used for the construction of modular theatres.
I	Bidder should supply complete set of part manuals, service manuals for all the systems and subsystems to be supplied.
J	End users have to be trained for a week by the engineers from Original Equipment Manufacturer (OEM) and as and when required by the institute.
K	Final electrical safety test, system test, and calibration should be done by authorized persons using calibrated test equipment and certificate for the same should be submitted to the Institute.
L	Original Equipment Manufacturer (OEM) or his authorized agent should post a trained engineer who should be available at site or should reach the site within 24 hrs of raising a service call.
M	Regarding Outlets of the Anaesthesia and surgeon pendants, bidders have to supply same type of outlets as installed in the same building. Before shipment of the pendant bidders should take necessary action for selecting the same outlets.
N	Country of origin certificate from chamber commerce should be provided for all items.
O	Purchaser reserves the right to randomly inspect and choose from the supplied MoTs

	for quality assessment. The purchaser may select any one wall/ceiling panel out of the supplied panels for MoTs for “Destructive Quality Testing” and supplier has to replace the same at no extra cost to the purchaser.
P	The MOT components i.e. Free standing SS wall panel system, Ceiling system and Hermetically sealed door should be supplied from the same manufacturer to achieve better compatibility and uniformity.
Q	The MOT vendor should coordinate with data integration vendor for smooth installation and commissioning.
	SCOPE OF WORK
	The turnkey work includes all modifications to the built up space provided at the hospital site including Installation of Medical Equipment, Communication Systems, civil modifications, electrical works, plumbing works, interior decoration, air conditioning ducting and other related works of the Operation Theatre required for the smooth and efficient functioning of the centre. These works shall conform to International quality, safety and hygiene Standards. The vendor is fully responsible for installation and commissioning of all equipment mentioned in the tender
	Wall panels, ceiling panels, doors and other SS components should be made of stainless steel 304 type EN 1.4301 (DIN EN 10088) and should be powder coated in factory.
	Turn Key Job to be provided by the Bidder
	1. Wall Paneling system
	2. Ceiling Paneling System
	3. Laminar Air flow system
	4. Exhaust Air cabinet
	5. PVC flooring
	6. Hermetically sealed doors
	7. Touch screen control panel
	8. Pressure relief damper
	9. Hatch Box
	10. Distribution board
	11. Operating List board
	12. X-ray film viewer
	13. Scrub station
	14. Storage Unit
	15. Pendant for Anesthetist and Surgeon
	16. Peripheral Lighting and clean room luminaries
	17. Electrical Installation
	18. Medical gas line installation.
	19. LED OT light with HD camera
1	WALL PANEL FOR HIGH END MODULAR CARDIAC OT
1.1	All the Operating Theatres shall be fully pre-fabricated and truly modular in design, the wall system should be based on a technological modular unit designed and to divide interior space in bacteria controlled environments in a flexible and functional manner.
1.2	Wall panels made of stainless steel 304 type EN 1.4301 (DIN EN 10088) with thickness of 0.8 mm or more. Antibacterial coating by any of RAL color chosen by customer. Anti bacterial coating should be done at the factory and No painting job should carried out at site.
1.3	The wall panels should be reinforced by plasterboard with minimum thickness of 12 mm
1.4	All operating theatres shall have self-supporting and free standing subs structure. The free standing sub structure shall be made of minimum 1.5 mm galvanized iron. The sub

	structure shall be firmly fixed on the floor,slab/ceiling RCC with high quality fasteners. The depth of the sub structure shall vary at different locations to allow ample space to accommodate various components/equipment to be installed inside it. (including distribution of services like medical gases, electricity etc. inside the wall.)
1.5	All wall mounted equipment should be flush mounted.
1.6	The design of panels must allow the easy disassembly and reassembly to carry out additional changes in the plan without any cutting of panels.
1.7	The antibacterial coating should provide protection against bacteria, fungi and mould. This should be confirmed by the appropriate third party certificate.
1.8	The anti bacterial coating should be water resistant and resistant to chemical commonly used in hospital departments.The coating system should be easily maintained and can withstand repeated cleaning with alkaline detergent, anti septics and fumigation agents without any degradation to the surface finish or performance.
1.9	The individual wall panels shall use the tongue and groove technology/ screw technology for joining two panels, no welding should be allowed.
1.10	All joints between the wall elements should be formed such that no cleaning or disinfection problems arises and should be provided with medical grade antibacterial silicone gasket airtight seal.
1.11	The gasket should be resistant to UV light, detergents, bactericides, water, steam, and means used for disinfection of operating theatres.
1.12	As an option, there should be a possibility of wide variety of colours and images to be used on the wall elements to give the aesthetic and state of art look to the operating room
1.13	The wall system (Panels and Substructure) should be made up of non-inflammable material .No dangerous concentration of the gas should be produced in the event of fire. It should confirm to Class A2/EI 30 (Min. 30 minutes).
1.14	Without any additional measures, Sound insulation values have to be minimum 45 dB. Test report of sound insulation will be required
1.15	Test certificate of wall panel should be provided from original manufacturer and certificate of country of origin from chamber of commerce should be submitted.
1.16	Third party test certificate for SS 304 from material testing lab (Govt. Authorized) should be provided.
2	CEILING PANEL FOR HIGH END MODULAR CARDIAC OT
2.1	The ceiling panels should be manufactured with high-quality, minimum 0.8 mm or thicker stainless steel 304 type EN 1.4301 (DIN EN 10088) and should be antibacterial coated in any of RAL colour chosen by customer. The Ceiling panels should be reinforced by plasterboard with minimum thickness of 12 mm.
2.2	Ceiling system should be walkable and made up of detachable panels for easy disassembly and reassembly. It should be similarly prefabricated in the factory and fulfill the requirement of flexibility such that it should be possible to remove individually with the exception of the edge panels. It should be secured with locking system and perfect sealing. No welding should be permitted.
2.3	All joints between the ceiling elements should be formed that no cleaning or disinfection problems arises.
2.4	Antibacterial coating by any of RAL color chosen by customer. This coating should provide protection against bacteria, fungi and Mould. Anti-bacterial coating should be done at the factory and No painting job should carried out at site.
2.5	The anti bacterial coating should be water resistant and resistant to chemical commonly used in hospital departments.The coating system should be easily maintained and can withstand repeated cleaning with alkaline detergent, anti septics and fumigation agents without any degradation to the surface finish or performance

2.6	Ceiling panels should have a standard modules sized minimum 600 x 600 mm.
2.7	Room lighting, ceiling supply units, ceiling service units and ceiling outlets can be easily integrated in to the ceiling panels.
2.8	The lighting for the operation theatre should be flush mounted and sealed into theatre.
2.9	Test certificate of wall panel should be provided from original manufacturer and certificate of country of origin from chamber of commerce should be submitted
3	LAMINAR AIR FLOW SYSTEM
3.1	The ceiling filtration system should be designed to ensure unidirectional distribution of sterile air of the surgical theatre to ensure the cleanliness of all the area covered by the air flow.
3.2	The ceiling system should be equipped with “H 14” class HEPA filters according to DIN EN 1822, position in the ceiling to achieve 0.25m/sec flow at the diffuser.
3.3	Laminar Air Flow ceiling should be complying to DIN-1946 part 4-2008:12 standard.
3.4	Installation of laminar flow unit should serve to prevent bacterial contamination, viruses and dust particles elimination
3.5	Sufficient number of Prefilters to be provided that would maintain the efficiency of HEPA filters. The HEPA filters should have dust spot efficiency of 99.97% for 0.3 micron particles.
3.6	Laminar flow unit should be equipped with light fitting which is controlled from control panel on/off function, dimming function
3.7	Size of laminar box should be designed by the modular operation theatre supplier according to the requirement of air exchange, whole volume of the air in the operating theatre, based on type of the operating theatre. The laminar box size shall be minimum 3000mm x 3000mm for all the OTs.
3.8	Filtration Ceiling System holding structure, Filter frames and top plenum should be made of stainless steel 304 type EN 1.4301 material.
3.9	The filtration ceiling system should have diffuser/flow equalizer to achieve uniform & constant air distribution over the whole surface.
3.10	The Pressure chamber should be made of Aluminium and extruded outer frame profile should be made of anodized Aluminium. The laminar airflow system shall meet with ISO Class 5 requirements. <ul style="list-style-type: none"> • Particle Count : Class 100 • Bacteriological class : B(10 CFY/M3) • Particle decontamination kinetics CP: 5 min. • Biological decontamination kinetics C: 5 min. • ISO 14644/1 classification: ISO class 5 over the Table/under the plenum
3.11	Air volume flow should be designed individually for every single operating theatre by supplier
3.12	The positive pressure should be maintained inside the OT to prevent contamination due to air from outside the OT.
3.13	The supplier should provide test certificate for HEPA filter and laminar air flow systems from the original manufactures.
3.14	HEPA filter should be CE/UL certified
3.15	Third party validation by govt. approved environment lab is must for laminar airflow system at every 6 month basis & if required hepa filter must be replaced by company at company’s cost for warranty and CMC period.
	Note: Prospective bidders are advised to collect the information regarding CFM and AHU capacity from the institute site. Total flow rate of filter bank shall match the CFM of AHU.

4	EXHAUST AIR CABINETS
4.1	Air exhausts grids should be provided in each corners of rooms and should be connected to the exhaust channels placed behind wall panels.
4.2	Complete component should be made up of stainless steel 304 type EN 1.4301 material.
4.3	The exhaust channels should be connected to air exhaust grids at both locations, close to the floor as well as close to the ceiling in each corner. Part of them must be provided with regulation valve and metal removable filter.
4.4	Bottom exhaust grids should be at 300 mm from the floor and upper exhaust grids at 300 mm from the upper edge of the lower ceiling
4.5	Grid should be made from stainless steel 304 type EN 1.4301
4.6	Each of these exhaust cabinets shall have fluff strainers (exhaust grills) for exhaust both at the top & bottom which shall have openable access from the front for routine / periodic cleaning of accumulated bacteria .Fixed, non-openable exhaust grills shall not be used.
5	PVC FLOORING
5.1	Conductive homogenous Vinyl flooring of 2 mm thickness with low plasticizer amount welded with welding rod in complying color. It should be scratch resistant, fire resistant, chemical resistant, slip resistant, electrical resistant with anti-fungal & anti-bacterial properties. The flooring should confirm to standards EN 1081/IEC 613404, EN 12466.
5.2	All joints must be welded by the heat fusion process with joint rod to get a seamless floor. It should be supplied by Vinyl flooring manufacturer.
5.3	Floor should be made up of smooth, non-slippery & impervious material; conductive enough to dissipate static electricity but not conductive enough to endanger personnel with electric shock.
5.4	It should be inert to body fluids, chemicals and disinfectants. Should not be affected by temperature variations within the OT.
5.5	A copper strip/mesh should be layered under the tiles, with one earthing point for every 150sq.ft. of area.
5.6	No lacquering on the flooring material (PURE Vinyl).
5.7	Corners and edges of floor and walls finished with pre-welded skirting / coving stripe made of the same material as flooring material – matching, up to the height of 100mm.
5.8	<u>Self-leveling compound of 3mm</u> Self-leveling compound: The hyper-fluid self-leveling product with prolonged work ability, extra rapid hardening, compensated shrinkage, suitable for high-resistant adjustment from 2 to 4mm of irregular non-planer substrates before laying homogenous tiles with very low TVOC emission and hypo-allergenic cements. The cement based adhesive with SAS Technology, reactive-epoxide and polyurethane two component products, dispersed in water solution and solvent.
6	HERMETICALLY SEALED DOORS
6.1	This should be a hermetically sealed, single sliding door of 2.1m (H)X 1.8 m(W)
6.2	Doors should be manufactured of the same quality stainless steel 304 which is used for wall panels. Stainless steel 304, EN 1.4301 of thickness 1.5mm with antibacterial coating according to RAL colours chosen by customer same as the wall & ceiling panel.
6.3	Doors construction should properly fit with wall panels and should create a uniform system of the operating theatre
6.4	The controller should be capable of being operated by elbow switches/foot switches as well as touch less sensor.
6.5	Opening and closing of the door should be microprocessor controlled electromechanical movement.
	Door should be with vision window 300 mm x 300 mm with double glazed panels and

6.6	hermetically sealed motorized roller blind inside.
6.7	One should be able to open and close the door manually & effortlessly in case of failure of automatic mechanism.
6.8	Door opening handle should be strong and sturdy. Material should be of stainless steel 304.
6.9	Thickness of door wings should range in between 40 and 60mm
6.10	Frames should be integrated into the panel system which should be made up of stainless steel 304 1.5mm thick
6.11	Fixtures should be integrated into the panel system and should be prepared individually for each type of door, made of stainless steel 304 1.5mm thick
6.12	Test certificate for hermetically sealed door frame (factory test certificate) should be enclosed with the pre dispatch documents.
6.13	The complete door assembly should be CE certified.
6.14	Doors should be made as sandwich-type – from two plates, the space between them should be filled with particle board or with honeycomb or hardform, glued to the plates. In installation places of hinges and locks, strengthening components must be used
6.15	Door should open easily for inspection & cleaning.
6.16	The electrical motor drive should offer various control types such as:
6.16.1	Energy-Saving feature (partial opening, adjustable for distance and time)
6.16.2	Automatic Closing (full opening, adjustable for time)
6.16.3	Permanent opening.
6.17	There shall not be any visible screws or similar other uneven surfaces on the door panel. All doors should have sturdy SS door handles on both sides. A lock shall be provided on each door.
6.18	There should be a dedicated push button on one side of door for cleaning purpose i.e. during cleaning area near OT door, if required the said button is pressed which will open the door remain upon until pressed again.
7	TOUCH SCREEN CONTROL PANEL
7.1	The control panel should be touch screen panel. This control panel should work as the central control panel for the Temperature & Humidity controls with controlling outputs for both temperature & humidity (RH), peripheral light control, OT light control, Medical Gas Alarms, Show Filter status (Healthy/Choke), display Room Pressure, HVAC & Music control, Time clock, Telephone & venetian blinds.
7.2	The touch screen should be wall mounted, stationed in the visibility line of the surgeon and OT staff. The access height should be convenient for the nurse to operate and help/assistant when in need.
7.3	The panel should accommodate digital clock and the elapsed time indicator. It should display temperature and Humidity inside the OT.
7.4	The medical gas alarm should indicate high and low gas pressures for each gas service present in the OT including vacuum. This should be supported by audible alarm also. The panel should have an alarm mute facility. The sensors (pressure switches) should be at the nearest isolation valve.
7.5	Control for general lighting: ON/OFF and dimming controls organized in groups to provide uniform illumination.
7.6	Control of the operating light (major and satellite and camera control (on/off and intensity control) should be provided.
7.7	Hand free telephone set with memory should be located at one side.

7.8	Temperature and humidity control for the room connected to the AHU. (Adjustable from the panel) .
7.9	Digital room pressure indicator in cm of H ₂ O or equivalent (signal from pressure sensor shall be provided to indicate pressure differential between OT and outside)
7.10	HEPA filter bank differential pressure indicator.
8	PRESSURE RELIEF DAMPERS
8.1	Pressure relief dampers should be provided in each room to prevent contamination of air from clean and dirty areas.
8.2	Suitably sized air pressure relief damper should be strategically placed, enabling differential room pressure to be maintained and ensure that when doors are opened between clean and dirty areas.
8.3	Counter- weight balancing system should be provided in the PRD to maintain positive pressure inside the operation room.
8.4	Air pressure stabilizers should have unique capability of controlling differential pressure to close tolerance. The PRD should remain closed at pressure below the set pressure and should open fully at a pressure only fractionally above the threshold pressure.
8.5	High grade electrolyzed steel plate should be used for body and high grade stainless steel 304 type EN 1.4301 for blades
9	HATCH BOX
9.1	2 Nos. hatch should be provided in each operation theatre.
9.2	Each hatch box should be equipped with two doors and the door should be operated electrically.
9.3	The hatch should be designed in such a way that only one door should be opened at one time.
9.4	The UV light should be so installed that it is kept on while both the doors are closed. This UV light has to be automatically turned off in case of opening of either of the doors.
9.5	Indicators should be provided on both sides of the OT so that door open / close status can be monitored from both sides.
9.6	Hatch Box material should be stainless steel 304 type EN 1.4301
9.7	Dimension : 600 mm (H) X 600 mm (W) x 600 mm (D)
10	DISTRIBUTION BOARD
10.1	All high voltage equipment should be installed in a separate enclosure.
10.2	The remote cabinet should house, mains failure relays, electrical distribution equipment and circuit protection equipment for all circuits within the operating theatre.
10.3	All internal wiring should terminate in connectors with screw & clamp spring.
10.4	All internal wiring should terminate in connectors with screw and clamp spring connections of the clip-on type mounted, on a DIN rail.
10.5	Individual fuses or miniature circuit breakers should protect all internal circuits.
10.6	Complete schematic drawing with description should be enclosed with the equipment.
11	OPERATING LIST BOARD
11.1	One operating list board should be provided in each operating theatre.
11.2	It should be made of ceramic having magnetic properties and should be flushed to the wall of the operating room.
12	X RAY FILM VIEWER
12.1	LED type flat panel X-ray viewing panel should be supplied.

12.2	LED X- Ray viewer to provide flicker free luminance for the film viewing purpose with option of vertical as well as horizontal covering
12.3	This should be a 2 panel viewing screen.
12.4	Mounting should be flush with the wall to avoid dust accumulation and growth or organisms between wall and panel.
12.5	The dimmer function and on / off control to be provided with the PCB that is mounted inside the viewer box
12.6	Each panel should be able to illuminate films up to 14"x17" size. (Total 2 panels)
13	SCRUB STATION
13.1	Compact surgical scrub sink should be designed for use in OT complex providing for pre procedural scrub up.(Double sink combination as suitable)
13.2	Scrub station should be provided with 2 Nos. automatic touch less Infra Red sensor Tap and 2Nos. soap dispenser
13.3	Each fixture should be fabricated from stainless steel 304 of min. 1.5mm thickness finish stainless steel 304 class of EN 1.4301
13.4	Should be wall mounted and should not be floor supported to make cleaning easy under the scrub area.
13.5	The scrub sink should be provided with a front access panel which should be easily removed for access to the water controlled valve, waste connections, stoppers and strainers.
13.6	Hands free operation should include infra red sensors with programmable adjustment.
13.7	Thermostatic mixing for cold & hot water, valve control should be located behind the access panel and maintain constant water temperature.
13.8	Timing should be adjustable to meet individual application requirements.
13.9	Provided with infrared sensors, thermostatic control taps with fail safe temperature controls.
13.10	All units should have reduced anti- splash fronts.
13.11	In case of sensor failure Knee/foot operated switch should be provided for manual operation.
13.12	Custom made size based on the requirement.
14	STORAGE UNIT
14.1	2 storage units should be provided in each operation theatre.
14.2	Storage cabinet of size as per institute requirement made of stainless steel 304 type EN 1.4301 sheet with 5 adjustable shelves and with wide open vacuum insulated glass doors/ partly glazed with locking system.
14.2	The storage unit should be made with 1.50 mm thick SS 304 panels.
14.3	It should be continuously ventilated by positive air in the room through ventilation holes provided at the bottom and top of opposite sides.
14.4	The overall size should be approx 180 cm X 120 cm X 45 cm (HXWXD)
14.5	Storage cabinets must be in same color shade as wall panels and doors to achieve uniform look of operating theatre
15	PENDANTS FOR ANESTHETIST AND SURGEON
15.1	Double arm moveable Pendant for Anesthetist
A	The Pendants should comply with ISO 7396-1 and DIN 13260-2 standards. The support arm should be extremely robust and revolve on high quality bearings, so that the pendant head glides smoothly and quickly to any desired position
	Double moveable arms (any combination) with total coverage of 2000mm +/- 10% and 330 degrees of rotation. Horizontal movements for each arm. The arm height should

b	remain to a height greater than 6.5 feet above floor level
c	Weight carrying capacity of the arm should be atleast 120 Kg. should have Pneumatic/Electromagnetic brake.
d	Each arm should be capable of 330 degrees of rotation, which can be easily adjusted to suit the desired mode of operation.
e	The pendant should be European CE Certified with 4digit notified body number or US FDA approved. Copy of the certificate must be enclosed with technical bid.
	Should comply with following standard
	1. Basic requirement of medical device directive (MDD 93/42/EWG)
	2. IEC 60601-1-2/medical electrical devices
	3. European norms ISO EN 11197(Special Requirements for the Safety of the medical supply units)
f	The Pendant Service Heads should be modular with minimum 1000mm or more head or column. The heads should be capable of accepting a range of shelves, infusion poles and Monitor Arm or other accessories. The Pendant Heads should support the range of Physiological Monitor Mounting Solutions.
g	The Pendant Service Heads or column should be supplied with medical gas terminal units and 5/15 Amps dual Sockets.
h	The console shall have anti-bacterial agent on all surfaces and certification shall be provided.
i	Each pendant should be supplied with pre fitted outlets and probes as mentioned below –
	Oxygen Outlets – 2 nos.,
	Vacuum Outlets – 2 nos.,
	Surgical Air (7 Bar)– 1 nos.,
	Air(4 bar) Outlets - 2 nos.,
	AGSS outlet - 1 no
	Electrical sockets & Switches - 10 nos.
	Adjustable Shelf with two rails one on each side – 3 no.
	IV Fluid Pole with 4 hooks – 1No. (Pole should be capable of stacking 4 nos of syringe pumps)
	Data socket RJ-45 -2 nos.
	Provision for Nurse call system
15.2	Double arm moveable Pendant for Surgeon
a	The Pendants should comply with ISO 7396-1 and DIN 13260-2 standards. The support arms should be extremely robust and revolve on high quality bearings, so that the pendant head glides smoothly and quickly to any desired position
b	Double moveable arms (any combination) with total coverage of 2000mm +/- 10% and 330 degrees Horizontal movements for each arm. The arm height should remain to a height greater than 6.5 feet above floor level
c	Weight carrying capacity of the arm should be atleast 120 Kg. should have Pneumatic/Electromagnetic brake.
d	Each arm should be capable of 330 degrees of rotation, which can be easily adjusted to suit the desired mode of operation.
e	The pendant should be European CE Certified with 4digit notified body number or US FDA approved
	Should comply with following standard
	1. Basic requirement of medical device directive (MDD 93/42/EWG)
	2. IEC 60601-1-2/medical electrical devices
	3. European norms ISO EN 11197(Special Requirements for the Safety of the medical supply units)

f	The Pendant Service Heads or column should be modular with minimum 1000mm or more head or column. The heads should be capable of accepting a range of shelves, infusion poles and Monitor Arm or other accessories. The Pendant Heads should support the range of Physiological Monitor Mounting Solutions.
g	The Pendant Service Heads or column should be supplied with medical gas terminal units and 5/15 Amps dual Sockets.
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i	Each pendant should be supplied with prefitted outlets and probes as mentioned below –
	Oxygen Outlets – 2 nos.
	Vacuum Outlets – 2nos,
	Air(7 bar) Outlet- 01nos,
	Air(4 bar) Outlet- 01nos,
	Electrical sockets & Switches - 10 nos.
	Adjustable Shelf with two rails one on each side – 3 no.
	Data socket RJ-45 -2 no.
16	PERIPHERAL LIGHTING AND CLEAN ROOM LUMINARIES
16.1	Lighting in the operating theatre must be LED light fitting.
16.2	Minimum required IP protection is 65 and intensity of lighting in operating theatre should be min. 1500 lux. (Qty. of light fixtures as per room area).
16.3	Light fittings should be installed into level with ceiling and will be covered by tempered glass and optical grid.
16.4	The index of color tone shades should be better.
16.5	Color of visible parts of lighting fitting must be in accordance with color of ceiling cassettes. The intensity of lights should be controlled by electronic stabilizers.
16.6	Control equipment for the general lighting and the light dimming should be provided in the theatre control panel
17	ELECTRICAL INSTALLATIONS
17.1	Power distribution within the OT should be "provided' from distribution boards located near to each theatre. Sub-main power to these panels should be by the general electrical contractor. From these panels all distribution services within the departments should be in scope of MOT bidder.
17.2	Earthed equipment bonding of all exposed metalwork should be provided.
17.3	Power sockets within the Operating Theatres ancillary areas should be matched to the rest of the hospital.
17.4	Light fittings within the clinical areas should be recessed LED type with control gear
17.5	Fittings should be sealed In accordance with the standard IP54.
17.6	All equipment should be fully and permanently labeled to identify and describe the function, operation and voltage of the apparatus concerned. Throughout and upon completion of the electrical installation, tests in accordance with relevant sections of the local wiring regulations should be carried out and the results recorded.
17.7	All items should be BIS certified
18	MEDICAL GAS LINE INSTALLATION
18.1	The bidder should ensure that all works carried out are to the recommendation made in the Department of Health and Social Securities ISO 7396-1
	Bidder should provide Oxygen, Air-4 bar, Air-7 bar, Vacuum, AGSS supply to Operation

18.2	Theatres from the existing lines terminated outside the OT complex.
18.3	Bidder shall be responsible for supply, installation, testing and commissioning of complete MGPS system inside the operation theatre including Distribution piping, Pendants, outlets and other essential accessories.
18.4	Terminal units should be gas specific and only accept the correct Medical gas probe. Gas specific components shall be pin indexed to ensure that a correct gas specific assembly is accepted.
18.5	Each terminal unit should be identified by the appropriate recognized name or symbol, colour, coding and shape as per ISO 7396-1 . Outlets should be CE certified/UL listed.
18.6	Copper pipes should be of solid drawn, seamless, deoxidized, non-arsenical, half hard, tempered and degreased copper pipe. All copper pipes should be degreased & delivered capped at both ends. The pipes should be accompanied with manufacturers test certificate for the physical properties & chemical composition.
	Copper pipe must have reputed third party inspection certificate (eg. BSI kite mark/ Lloyd's/ TUV/ SGS).
	Fittings should be made of copper and suitable for a working Pressure of up to 17bar and especially made for brazed socket type connections.
	The copper fitting should comply with EN 1254-1
	The Brazing filler material should comply with EN 1044
19	LED OT LIGHT WITH HD CAMERA
	Supply, installation, testing and commissioning of Imported Three Dome shadow less LED Operation theatre light with HD camera = 1 No. for each OT
	Main Dome: 160000 Lux or more
	Satellite Dome 1st: 160000 Lux or more
	Satellite Dome 2nd : 160000 Lux or more
a	The three domes operating light must be designed for the use in high demanding surgical procedures. State-of-the-art LED bulbs should be used to ensure a low energy consumption and a long service life.
b	Revolving outer handles at the light head should be provided to allow for non-sterile positioning.
c	Should supply 9 Nos. of Autoclavable Handles (3 for each dome).
d	Light head must be designed with smooth transitions and surfaces, without slots, gaps or exposed screwing to ensure fast and effective cleaning.
e	The light head with streamlined shape is favourable within laminar flow. The light head must be resistant to disinfectant.
f	For sterile positioning an ergonomic, exchangeable and centrally positioned sterile handle within the light head should be provided.
g	For visualization of the surgical procedure there should be facility to mount a HD video camera system.
h	All main joints of surgical light must be provided with unlimited rotation (360°). Light head and suspension must be sealed dustproof.
i	Central axis should have facility to mount 3 domes (out of which middle dome should facility to mount HD video camera and one arm for monitor with swivel arm.
j	LEDs life should be minimum of 40,000 hours.
k	US FDA or European CE Certified with 4digit notified body number and ISO 13485 is mandatory.
	The surgical light should be complete with all components for ceiling mount and electrical

l	feed-in, incl. finalised installation.	
m	Technical data for dome:	
	i. Central illumination intensity	1,60,000 lux or more
	ii. Light field diameter adjustable	220 mm to 290 mm
	iii. Focusing	mechanically
	iv. Depth of illumination L1+L2	1100 mm or more
	v. Color temperature	4000K-5000K
	vi. Central illumination at 1m distance with:	
	i. Tube	99%
	vii. Total illumination intensity of a double light combination	<1000 W/m ²
	viii. Supply voltage	100-240 V 50/60 Hz
	ix. Light head supply voltage	24 V DC
	x. Rotation Radius	360°
n	Technical data for HD Camera	
	a. Material for camera casing:	aluminum
	b. Frame chip:	1/3" CMOS sensor
	c. Image resolution:	full HD, 1920 x 1080 pixel
	d. Refresh rate:	PAL / NTSC / 1080i/50 / 1080i/60
	e. Image signal output to control unit:	2 x HD-SDI / 2xDVI/1xY/U/V (via 3y BNC)/ 1xFBAS (via BNC)
	f. Video output of control unit	
	i. HD-SDI (2x)	1080i/50Hz / 1080i/60 Hz BNC jack
	ii. DVI (2x)	1080i/50Hz / 1080i/60 Hz DVI-D jack
	iii. CVBS	PAL/NTSC BNC jack
	iv. Y/C	PAL/NTSC mini DIN 4-pole jack
	v. YUV	1080i/50Hz / 1080i/60 Hz BNC jack
	g. Zoom	120-fold (10-fold optical / 12-fold digital)
	h. Lens length	3.4 mm / Tele 33.9 mm
	i. Signal-to-noise-ratio	50 dB
	j. Auto shutter	1/2 to 1/10.000 seconds
	k. Minimal illumination level	12.0 lux
	l. White balance	automatic / manual
	m. Motorized image erector	> 360°, electromotive
	n. Still frame / freeze	digital
	o. Focus	automatic / manual
	p. One-touch-autofocus	required
	q. Iris (manual)	required
	r. Auto-iris	required
	s. Intensifier	automatic / manual
	C. 4K LED SCREEN	
	Should be 45 inch or more ultra-high resolution 4K LED screen flush mounted to wall panel to support ultra-high resolution scan images and should be able to support DVI/HDTV, RGBHV, S-Video, Composite video signals. Resolution :3840 X 2160	

BOQ - SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HIGH END CARDIAC MODULAR OT (12 NOS.) – UNMICRC

Sl. No.	Item Description	Unit	Qty.
1	Wall Panelling System (SS) complete as per tender Specification	Sq.mtr.	1250
2	False ceiling system as per tender specification	Sq.mtr.	845
3	PVC Flooring as per tender Specification	Sq.mtr.	955
4	Self-Levelling Compound for each MOT	LS	12
5	Laminar Flow Air System as per tender Specification	No.	12
6	Exhaust Cabinets and AC Ducting (Inside MOT) as per tender specification for each MOT	LS	12
7	Peripheral Lighting and Clean Room Luminaries as per tender Specification	No.	96
8	Touch screen control panel as per tender Specification	No.	12
9	X Ray Film Viewer as per tender Specification	No.	12
10	Storage Shelves as per tender Specification	No.	24
11	Hatch Boxes as per tender Specification	No.	24
12	Pressure Relief Dampers as per tender Specification	No.	12
13	Hermetically Sealed Door {Size 2.1m(H) x 1.8m(W)} as per tender Specification	No.	12
14	Operating List Board as per tender Specification	No.	12
15	Scrub Station as per tender specification	No.	10
16	Electrical Installations (Distribution Board, Internal wiring, cable tray, etc) as per tender specification	No.	12
17	OT Light LED with HD Camera as per specification	No.	12
18	4K LED screen as per specification	No.	12
19	Double Arm Moveable Pendant for Anaesthetist as per specification	No.	12
20	Double Arm Moveable Pendant for Surgeon as per specification	No.	12
21	Medical Gas Pipeline Interconnection as per specification for each MOT	LS	12

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) from the date of installation, commissioning and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Institution.
- b) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25% of the total cost of equipment per day will be leviable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the Purchaser.

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in Three months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) During the CMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be leviable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.

- f) During CMC period, the supplier is required to visit the Consignee site at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.
- j) PMS should be done on regular basis (every 3 months) during warranty and CMC period also (including calibration)

Note 1: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

Note 2: General: Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note 3: Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel onsite for a minimum period of 1 month

All software updates should be provided free of cost during warranty period and CMC period

Section – VIII

Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. Email ID
 - d. telephone number
 - e. fax number

- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. . type test
 - b. . BIS/ISO certification
 - c. . any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

1. **Status:** The Bidder should be a Manufacturer or its authorized Agent.
2. **Turnover:** Bidder should have an average annual turnover of more than Rs.15 Cr or equivalent foreign currency for the last three financial years duly certified by the auditors.
3. **Minimum Work of Similar Nature (MWSN):**

Eligible bidder(s) should have in the past 7 (seven) years prior to closing of bid submission, successfully executed similar orders meeting major parameters of technical specification at Government hospitals/institutes of national importance or at any other reputed hospitals/institutes globally as stated below:

- a. One single order on Supply, Installation, Testing & Commissioning (SITC) basis for a minimum value of 80% of the estimated cost.
or
- b. Two single orders on SITC basis for minimum value of 50% of the estimated cost.
or
- c. Three single orders on SITC basis for minimum value of 40% of the estimated cost.

Note:

- (i) The copies of order(s) along with the completion certificate(s) indicating that the specified order(s) have been completed, are to be submitted with technical bid. The value of such executed order(s) shall be brought to the current costing level by enhancing the actual value of order(s) at simple rate of 7% per annum, computed from the date of completion of such execution to the last date of receipt of tenders. Executed order value shall be limited to the upfront charges paid (DDP consideration of price) for items in the ordered BOQ (on Supply, Installation, Testing & Commissioning basis) inclusive of warranty. CMC & any other recurring costs will not be taken into consideration.
 - (ii) In case the bidder is a 100% owned Indian Subsidiary of an International firm, the Turnover/Global experience of the parent international firm shall also be considered.
4. **Financial Status:** Eligible Bidders should not have incurred any loss in more than 2 years during the last five years. Audited Profit & Loss account and Balance Sheet (duly self certified) for the immediate last five consecutive financial years (till last closed financial year before the date of tender opening) should be submitted along with the bid.
 5. **Manufacturer Authorization:** Eligible bidders quoting as an Indian Agent (ref. GIT Clause 14, Indian Agents) should submit a mandatory letter of authority from the Foreign Principal/Manufacturer, with name of manufacturing company for major products quoted by them as per given format as detailed below:

Manufacturer's Authorization for the following major items should be submitted as per format at **Section XIV-A:**

1. Wall Panel and Ceiling Panel
2. Hermetically Sealed Doors

3. Pendants for Anaesthetist and Surgeon
4. LED OT Light with HD Camera

Manufacturer's Authorization for the following major items should be submitted as per format at **Section XIV-B:**

1. Touch Screen Control Panel
2. Laminar Air Flow System

Bidder must clearly spell out in his bid what product and technical configuration he is quoting against the tender requirement. The manufacturer of the quoted product should also be binding legally to perform against the said contract including warranty and CMC terms.

Notes:

In support of Qualification Criteria at point no. 3 (for MWSN) above, the bidder shall furnish Performance statement in the enclosed Proforma 'A'.

The bidder shall furnish Satisfactory Performance Certificate in respect of the above Performance statement. In case the Performance Certificate(s) are written in foreign languages other than English, the same should be translated in English and duly endorsed by the country's Embassy present in India, along with the tender.

1. The bidder shall furnish a brief write-up, along with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
2. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
3. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last seven years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

**** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

**** Bidder may submit performance certificate duly linked mentioning order number, date of delivery, installation, commissioning and value by the end user.**

Section – X
TENDER FORM

Date _____

To
(Name and address of the Tender Inviting Authority)

HLL Infra Tech Services Limited
B-14 A, Sector-62,Noida-201 307
Phone: 0120-4071500; Fax: 0120-4071513
URL: www.hllhites.com

Ref. Your TE document No. _____ dated _____ on behalf of UNMICRC.

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed.

We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)
(Name and designation)
Duly authorised to sign tender for and on behalf of
M/s.

SECTION – XI
PRICE SCHEDULE

Price to be filled in the relevant field of Price Format provided in the e-tendering portal (www.nprocure.com) as per terms of the tender.

SECTION – XII
QUESTIONNAIRE

Fill up the Section XIX – Check List for Tenderers and enclose with the Tender

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Tenderer”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - fails or refuses to furnish the performance security for the due performance of the contract or
 - fails or refuses to accept/execute the contract or
 - if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
Name and designation of the officer

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

To be enclosed with Techno-Commercial Bid

ANNEXURE-A

BIDDER PARTICULARS

1. Name of the Bidder :
2. Address of the Bidder :
3. Name of the Manufacturer (s) :
4. Address(es) of the Manufacturer :
5. Name and address of the person: To whom all references shall be made regarding this tender inquiry.

Telephone:
Telex : Fax
:
E-mail address :
Witness:

Signature

Name Address
Designation
Company Date
Company Seal

To be enclosed with Techno-Commercial Bid

ANNEXURE-B

UNDERTAKING

To,

.....
.....
.....

Sir,

Having examined the Bidding Documents of Tender No. _____ undersigned offers to supply, install, commission, maintenance _____ and we undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within _____ weeks calculated from the date of receipt of your Notification of Award and to complete the installation, testing & commissioning.

Signature and Seal

(In the capacity of)

Authorized to sign bid for and on behalf of

To be enclosed with Techno-Commercial Bid

ANNEXURE-C

BIDDER PROFILE

A. General Information:

- i) Location of Corporate Headquarters:
- ii) Date and Country of Incorporation :
- iii) Manufacturing Facility (S)
- iv) Location Size Capacity
 - a. No. of Service Facility(S) in India
 - b. Location
 - c. Strength
 - d. Area Covered
- v) Average yearly turnover for last three years:
- vi) Geographical Distribution of the Supplier:
 - a. No. of Offices
 - b. Locations
 - c. Staff strength
- vii) Total No. of installations of the system offered.
- viii) No. of Employees
- ix) Total No. Manufacturing R&D (If any) Hardware Maintenance
- x) Software

B. Reference of Major installation with similar products (attach documents in support, if available)

_____S. No. Customer Name, Address Product Description

Telephone

Fax Number

(No. of Machines installation year wise).

Date.....

Signature and seal of bidder

SECTION – XIV-A

MANUFACTURER’S AUTHORISATION FORM

(Name and address of the Tender Inviting Authority)

HLL Infra Tech Services Limited
B-14 A, Sector-62,Noida-201 307
Phone: 0120-4071500

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ *(name and description of the goods offered in the tender)* having factories at _____, hereby authorise Messrs _____ *(name and address of the agent)* to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):
_____*(please provide reason here).*

We further confirm that no supplier or firm or individual other than Messrs. _____ *(name and address of the above agent)* is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note: *This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

SECTION – XIV-B

MANUFACTURER’S AUTHORISATION FORM

(Name and address of the Tender Inviting Authority)

HLL Infra Tech Services Limited
B-14 A, Sector-62,Noida-201 307
Phone: 0120-4071500

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ *(name and description of the goods offered in the tender)* having factories at _____, hereby authorise Messrs _____ *(name and address of the agent)* to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):
_____*(please provide reason here).*

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2.Original Letter may be sent. Photocopy not acceptable.

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CMC SECURITY

**The Director,
U.N. Mehta Institute of Cardiology & Research Centre**

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”).

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid up to 66 (sixty six) months from the date of Notification of Award i.e. up to ----- (indicate date)

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

.....
Name and designation of the officer

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

To be enclosed with Techno-Commercial

ANNEXURE

PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

To,

.....
.....
.....

Sub: Tender No.....

Dear Sir,

In consideration of the (hereinafter referred to as "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract by issue of the Purchaser's letter of Award no..... dated entering into a formal contract to that effect with the Purchaser on vide agreement dated..... (hereinafter referred to as the contract).

We the supplier hereby give a guarantee for the supply of all necessary spares demanded for the routine and emergency maintenance of being supplied by us to for a period of not less than 5 years after the warranty period of 5 years and life time spares thereafter in case asked for by the purchaser.

We further clarify that for the first 5 years i.e. warranty period of 5 years, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and thereafter for the life time, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance.

Dated..... day of.....20.....

Witness : (Name of manufacturers):

Signature and Seal:

(Signature) Name:

For & on behalf of M/s....

SECTION – XVI

CONTRACT FORM - A

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

(Address of the Purchaser's/Consignee's office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule

- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any

- 6. Warranty clause
- 7. Payment terms
- 8. Paying authority

**(Signature, name and address
of the Purchaser's/Consignee's authorised official)
For and on behalf of**_____

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ **dated** _____
 Between _____

(Address of Head of Hospital)
 And _____

(Name & Address of the Supplier)

Ref: Contract No _____ **dated** _____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

2. The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

1	2	3	4					5	6
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total annual comprehensive maintenance contract for 5 years for each unit for 5 years	Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	D	e		
								4a+4b+4c+4d+4e	(3*5(4a+4b+4c+4d+4e))

Total value (in figure) _____ (In words) _____

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Turnkey (if any).
- d) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the

cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser.

- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. Hospital authorised official)

(Signature, name and address
of Hospital authorised official)

For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

Consignee Receipt Certificate

(To be given by consignee's authorized representative)

The following stores(s) has/ have been received in good condition:

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with telephone No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized Representative of Consignee : _____
- 8) Signature of Authorized Representative of Consignee with date : _____
- 9) Seal of the Consignee : _____

SECTION – XVIII
Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporters: _____
- (g) Name of the Consignee: _____
- (h) Date of commissioning and proving test: _____

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
- b) He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser in respect of the installation of the equipment(s)/plant(s).

- c) The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

(Signature)

(Name)

(Designation with stamp)

Explanatory notes for filling up the certificate:

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser in respect of the installation of the equipment(s)/plant(s).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

SECTION – XIX**CHECKLIST****Name of Tenderer:****Name of Manufacturer:**

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 225 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2.	Have you enclosed duly filled Tender Form as per format in Section X?			
3.	Have you enclosed Power of Attorney in favour of the signatory?			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate? It is requested not to hide prices as the same will be required for establishing price reasonability. Provide latest purchase order copies issued by INI.			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 180 days from the Techno Commercial Tender Opening date as per the TE document?			

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

Section – XX

Consignee Details

Sl. No	Name of Hopsital and Address	State	Airport	Sea Port/ Dry Port
1	U. N. Mehta Institute of Cardiology & Research Centre, (Affiliated to B. J. Medical College), Civil Hospital, Asarwa, Ahmedabad – 380016	Gujrat	Ahmedabad	Mundra