

E-TENDER

FOR PROCUREMENT OF
Pneumatic Tube Transport System
For Proposed New Construction - Phase II, Paediatric Cardiac Hospital
Building (GRIHA 3 Star Rated) and existing Hospital Building

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/02/PTS/18-19

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SECTION I**NOTICE INVITING TENDERS (NIT)****Tender Enquiry No.: UNM-AHD/02/PTS/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 sealed 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 Pneumatic Tube Transport System (PTTS).

Sl. no.	Short Description of Goods & services	Quantity	Estimated price (Rs.)	Earnest Money Deposit (Rs.)	Tender Processing Fee (Rs.)
1	Pneumatic Tube Transport System for New construction and existing old & new building	1	5,00,00,000/-	10,00,000/-	5,900/-

Important Dates and Venue for Events:

Sl. No.	Description	Schedule
i.	Pre-bid Meeting Date & Time	15.05.2018, 1400 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

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 Pneumatic Tube Transport System 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 Pneumatic Tube Transport System 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 nationalised 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 Pneumatic Tube Transport System 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 Pneumatic Tube Transport System 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, interalia, 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 (to be confirmed by registered / speed post) 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.

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 has to assure uninterrupted functioning** of the installed Pneumatic Tube Transport System during warranty period.

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.

- 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 GCC clause 33.8 and 33.9.
- 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 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 interalia, 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 Pneumatic Tube Transport System / working of Pneumatic Tube Transport System 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 Pneumatic Tube Transport System.

- 33.13 If technical specifications of any item of Pneumatic Tube Transport System is not found as per the tender specifications observed either at the time of delivery or during the use of Pneumatic Tube Transport System, such part of Pneumatic Tube Transport System 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 Pneumatic Tube Transport System the company has to replace/repair the Pneumatic Tube Transport System at no extra cost in case of inadequate functioning of Pneumatic Tube Transport System 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 Pneumatic Tube Transport System 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 Pneumatic Tube Transport System 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	Pneumatic Tube Transport System for New construction and existing old & new building	1	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. Five (5) persons from the institute need to be trained for Pneumatic Tube Transport System.

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 cover 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

Item Sl. No. 01

Pneumatic Tube Transport System (1 No.)

Design engineering, Supply, Installation, testing and commissioning of Pneumatic tube transport system of 160mm pipe (outer diameter) at UNMIRC, Ahmedabad of high speed (minimum transfer rate of 4 m/s to maximum transfer rate of 6 m/s) spontaneous automated vertical and horizontal transports of blood samples, tissue samples, pharmaceuticals, documents, x-ray reports etc.

The Scope of Work shall include the following:

- a. Supply of Pneumatic tube transport system as per specifications conforming to DIN/EN/CE/ISO standards.
 - b. Pneumatic tube transport system with all accessories (complete system) should be fully imported. Bidder has to submit country of origin certificate from chamber of commerce for all the items.
 - c. The system supplied must be in accordance with the advice and guidelines provided by the Health Technical Memorandum 2009 (HTM), on design, installation and operation of pneumatic tube transport system in healthcare.
 - d. Bidder is responsible for minor civil work, core cutting if required for laying the PTS related work.
- **Bidder should submit design and schematic layout of the PTS system along with technical bid.** Bidder should inspect the site for making such design and layout prior to submission of their bids.
 - If any approval certificates, letters/sanctions required and applicable from competent authorities and concerned departments will be provided by the company at company's cost.
 - Institute will provide electric energy connection as per the requirement of the bidder to run the system.

Broad Specifications:

1.0 General Specifications

- i. The whole system should be imported including all devices, software with life time free up gradation.
- ii. The system is capable to transporting various materials of minimum 3 kg.
- iii. The entire pneumatic tube transport system has to be electronically controlled by dedicated computer/microprocessors/digitally with software unit and the main control unit, which controls & supervise all system components.
- iv. The system should be with Live and Real Time Supervision with the Entire network view with remote accessibility.
- v. All Stations and Diverter units should function using linear gear mechanism/direct gear driven/ timing belt with electronic digital communicating and self-sealing optical sensors and sensor based stoppers.
- vi. The system must use Safety Extra Low Voltage (SELV - specified as 60 Volt DC or less) throughout, except for main/AC power to controller, blowers and power amplifiers. There must be no main/AC power at stations to ensure operator safety where liquids are transported. The data pair in the system cable must be double shielded to comply with the relevant EMC regulations.

1.1 Applicable standards and Safety norms:

- 1.1.1 The equipment must be supplied with relevant Declarations of Conformity to certify compliance with the EMC directive 89/336/EEC-92/31/EEC and the Machinery Safety Directive 89/392/EEC-91/368/EEC-93/44/EEC.
- 1.1.2 Tubing (PVC-U) must meet DIN 6660/6661 regulations - DIN8061/62 Group B1 specification.
- 1.1.3 The equipment must meet the inflammable category B1, difficult inflammable.

2.0 Main Control System:

The entire system must be modular in design, so it can be modified and/or extended as and when required later by the hospital. Additional license should be provided at free of cost to the UNMICRC at a later stage for further station requirement for extension of system.

Main control system should include the following:

- a. Main control unit hardware for main control system with power supply
- b. Software packages for main control system

Control software (pre-loaded on Control PC) consisting of following software modules, features and capabilities:

- 2.1 **Basic features** : Supervision, Real time monitoring, Priority settings, Network viewing, System access and controls for each device on the network, Traffic flow analysis, Delay analysis, Logging of each transaction and error, Inventory controls, Location of carriers, Password controls, Carrier re-distribution, Pro-remote accessibility, Automatic Return feature of carriers to origin or to station with highest deficit, Programmable timetable for recurring functions, Divert Carrier function in case of absence, job rotation or vacation, Various Priority Settings for urgent and emergency transports, Optimization of pathways with intelligent alternate routing of carriers, Mechanical and electrical Control of all devices, System configuration, Access and timetable features, User Groups and group conditions and functions, Carrier Management, Print module for reports and statics, analysis reports, User profiles and rights, System graphic visualizations, Reports editing.
- 2.2 System Parameter Settings for Management and Maintenance Flexibility: Runtime configuration sets the transport time between the different devices with alarm notification if a runtime is being exceeded. Automatic targeting allocates a specific destination to one carrier or a group of carrier. Variation of the transport speed depending on the carrier content.
- 2.3 Access Features for Security and Safety: Different authorization levels via PIN code or ID card transponder; designated stations in departments where security and safety are of paramount importance and control unit must have password protection.
- 2.4 Timetable Features for Delivery: Priority settings configure the priority of the transport of goods from and/or to designated stations: carriers with priority have right of way in the system and will optionally bypass other carriers at diverters. Absent feature sets station on absence mode either by the administrator for recurrent absence or by user via entry on station keypad for sporadic absence. This feature does not affect the rest of the system. When carriers are addressed to an absent station, the sender is informed by an audible alarm and a text message at

the sending station. Divert feature is meant to divert carriers to another station. All carriers addressed to the original station will arrive at the designated location.

- 2.5 Groups and Conditions Functions for Contamination Prevention: for carrier segregation for department specific use and therefore assigns carriers to a group that fulfils specific conditions to prevent contamination between departments.
- 2.6 Dedicated carrier slow speed for transport of sensitive goods; Tracking & Tracing for real-time location of carriers and transaction history; sending empty carriers to the station with the highest deficit.
- 2.7 System Visualization for remote Monitoring, Controlling, and Maintenance Remote assistance from anywhere on-site and/or off-site.
- 2.8 Topographic view of the system offers a detailed, accurate diagram in real time.
- 2.9 Track & Trace tools for information and Analysis.
- 2.10 It is crucial that the whole system stays operational during the following proceedings in the control unit: a. Remote and on-site (re)configuration of system settings/parameters b. Remote and on-site service and maintenance
- 2.11 The system is capable of carrying out an initial automatic purge per system line in an attempt to clear a blockage or sticking carrier, with the sticking carrier being purged to the source station. If this initial purge operation fails, the carrier must be diverted to a pre-designed (fault) station. If the second purge operation fails, a manual reset must be required.
- 2.12 The Main Control System should have ability to store all data regarding carrier destination, so that, the PTS system when restarted after mains power failure , should automatically start functioning normally and the system status is restored to what it was while power failure. Carriers must be delivered to their assigned target/station address automatically after power restoration without any manual intervention.
- 2.13 A test program must be included in the Main Control System, so as to automatically check, move and supervise all of the system's carrier, or specific selected carrier from the master control unit.
- 2.14 It should be possible to designate a particular station as Recovery Station wherein carriers which have been lost in transit can be returned / recovered.
- 2.15 When a single station or line is unavailable, the station or line must be isolated and limited without affecting the operation of the rest of the system. E.g. unavailability because of upgrading/maintenance.
- 2.16 The system (with RCI/RFID) must recognize when strange objects (other than a carrier) is put in the system and give an alarm.
- 2.17 Graphical display is provided to display the system schematics together with the operating status of all components.
- 2.18 The control unit must log all transactions in the system to the hard disk log files must be easy to export.

- 2.19 The control unit is provided with software that enables configurations of the whole system, controls and monitors the operation of the whole system and enables full analysis based on self-created log files.
- 2.20 The system is able to send/receive priorities for each station which ensures that urgent items are handled with minimum delay. The level of priority must be free programmable without realistic limitations.
- 2.21 The system transports loaded carriers shockproof through the whole system. Carriers are accelerated and decelerated smoothly without subjecting to shock violent agitation or excessive vibration.

3.0 Side Channel Blowers with speed control (VFD)

- 3.1 Each blower must be a heavy duty 3-phase blower (Min. 4 Kw to Max. 6 Kw Power) with a fully adjustable Multi positioning valve/air reversing valve to provide one system line with variable suction and pressure air.
- 3.2 Each blower must have airflow of minimum 9.0 m³/min.
- 3.3 Each blower must require IP 54 protection.
- 3.4 Each blower operates only during carrier transaction and remain idle when no carrier is being transported.
- 3.5 Should be supplied with complete silencer, filters, dampers & installation accessories and multi positioning valve device/air reversing valve.
- 3.6 The blower should be based on unidirectional rotation and equipped with unique electronic multi positioning valve to switch between compressed air and vacuum reducing air and energy losses.
- 3.7 The blower should be automatically activated through centralized control system.
- 3.8 Each blower must be fitted with a Multi positioning valve/air reversing valve, contactor and thermal protection. The Valves should be fully adjustable positioning valve. The Valves should be able to determine the amount of pressure and suction air, without changing the rotation direction of the blower.

4.0 Front loading Sending & receiving Stations with Touch Screen/Keypad Panel

- 4.1 The Front Load Station should be designed as a fully automatic dispatch and receiving unit and used as pass through or terminal station. The enclosure of Front Load Station shall be of durable and aesthetically appealing material.
- 4.2 The carrier should be loaded on the FRONT SIDE of the Station.
- 4.3 The Front Loading Station should be provided with maintenance-free mechanism, self-adjusting optical switches.
- 4.4 The Front Loading station shall be provided with LCD display with backlit facility, soft membrane type buttons/touch screen, RFID reader circuit board, built-in pneumatic pressure trough passage for sample safety.
- 4.5 The stations must provide both information on station status and system line status. e.g. inbuilt LCD display shows: station information: time, date, carrier destination, station last carrier arrived from, station status and a scrolling address book with names and numbers. LED indicators show: system busy, carrier arrived/incoming and carrier being dispatched.
- 4.6 Integrated Radio Frequency ID (RFID) readers for identifying the carrier should be provided within the station to ensure automatic carrier redistribution to its home address & also non-acceptance of any items than authorized carrier.

- 4.7 The carrier's arrival should be sensed by the Station, and the carrier must be decelerated on arrival to facilitate soft landing of the carrier.
- 4.8 The Pneumatic Station should be provided with OEM carrier rack for minimum 5 carriers and OEM receiving basket for 3 carriers with cushions for soft landing of carriers.
- 4.9 The transparent door must be equipped with a safety mechanism in case of body part block its operation. This ensures no person including the mentally ill, elderly confused or children can reach or gets injured from the mechanism.
- 4.10 All stations are capable of accepting a carrier when another carrier is incoming to that station.
- 4.11 For high risk and sensitive sample sending, the system must include a control device for automatic reducing the carrier transport speed to an acceptable level. This must be available on the control unit and on the station itself by selecting a button, or it must be automatically predefined by selecting a certain address that requires a slow speed transfer.
- 4.12 It must always be possible to insert a second carrier in any station directly after sending a carrier, that departs automatically when the system status is 'free' again.
- 4.13 Should be connected to the network with control cable of high grade composite with grounding, power and data-com all three in one and should be fully screen and use grounded system concept to minimize electromagnetic and radio-frequency interference for SELV (less than 60 V DC).

5.0 Horizontal receiving Station for Laboratory:

- 5.1 With built-in special turn-around function, the carriers slow down, turn from a vertical position in the station to a horizontal position and roll horizontally in the arrival area.
- 5.2 The device should be wall / table top mountable; Each device should be equipped with state-of-art maintenance free gear drive mechanism & self-adjusting optical seals for moving parts for noise-less operations.
- 5.3 Stations should be equipped with RFID readers for various functions.
- 5.4 In laboratory stations the arriving carrier must be received upward into the station, thereby ensuring that carriers are not accelerated due to gravity in the event of failure of the soft arrival system. This system is to ensure total safety of even delicate glass samples.
- 5.5 High volume sending locations, such as the central lab station, must be fitted with a separate receive and send station each with its own line. One line for receive and send is not accepted.
- 5.6 Optical tube switches with LED functioning indicator must be used to scan the passage of carriers, mechanical tube switches are not accepted because of a shorter life span. The tube switch is not accepted to be sensitive to daylight or any form of artificial light.
- 5.7 The operation should be silent. The noise level should be less than 35db.

6. Automatic sending Station for Laboratory:

- 6.1 Automatic Laboratory carrier return Station
- 6.2 **Modern compact automatic sending station.**
- 6.3 Vertically/single-side usage, used as **end-station.**
- 6.4 Aluminium plated box with custom colour.
- 6.5 Automatic carrier departure without manually pressing a start-push-button.
- 6.6 Microprocessor controlled station, wiring pluggable for service access at the station and at the PC control centre. The station is fully automatic computer controlled. The PC serves as a control and supervising centre that controls and monitors all transmissions within the whole system on a continuous basis.
- 6.7 Sensors should be maintenance free.
- 6.8 Easy maintenance through practical arrangement of the electrical and mechanical components in the front area.

- 6.9 The station uses Safety Extra Low Voltage (SELV – less than 60 Volt DC). To ensure operator safety where liquids are transported no main/AC power at stations are accepted. The cable must be double shielded to comply with the relevant EMC regulations.
- 6.10 There should be Integrated Radio Frequency ID (RFID) readers that enables: Track and trace of carriers, Carrier (address) recognition, Strange object detection
- 6.11 High volume sending locations, such as the central lab station, must be fitted with a separate receive and send station each with its own line. One line for receive and send is not accepted.

7. Diverter Units:

- 7.1 The diverter units are switching device used at branching points in the system to direct the path of the carrier from a single tube at one end to three or four or six selectable tubes at the other end.
- 7.2 Should be fitted with moveable tube that gently guides the carrier through the diverter in pre and auto-selected direction. The tube is positioned precisely at the selected port using proximity sensor built-in.
- 7.3 The diverter is enclosed in rigid metal box frame with removable side covers for services with minimized electrostatic interference.
- 7.4 The diverter should be wall/ceiling mountable; Each device should be equipped with state-of-art maintenance free direct gear or belt driven mechanism & self-adjusting optical seals for moving parts for noise-less operations.
- 7.5 Diverters must be fitted with a self-controlling and self-adjusting positioning mechanism that prevents the diverter to jam or lock.
- 7.6 The covers of the diverter shall be removable for service and maintenance.

8 System Tube Network:

- 8.1 The network should be of special Imported U-PVC forwarding tubes, bends and sleeves conforming to DIN6660/6661 regulation - DIN8061/62 Group B1 specification.
- 8.2 The bends can have a center radius of min. 800 mm on 160mm diameter system. The radius shall be such that the center of the carrier would turn without coming into contact with the inside the tube.
- 8.3 Expansion Joint: Expansion in the tubes must be corrected by using expansion joints, based on the length and environment temperature range of the system. This can be calculated as 7mm expansion per degree Celsius per 100 meter of tube. Mostly not relevant inside a building, outside it is more applicable (Insulation must be possible).
- 8.4 The tubes and bends should be mounted at site using thread rods & tube clips at every 2 to 3 meter distance.
- 8.5 Future system expansion: The installation design of tubes, bends and sleeves shall permit assembly and disassembly to facilitate future alterations and additions to the system.

9 System Control Cable

- 9.1 The system should have single control cable of high grade composite with grounding, power and data-com all three in one and should be fully screen and use grounded system concept to minimize electromagnetic and radio-frequency interference. Instrumentation wire should be Compatible with system on SELV (less than 60 Volt DC) for human protection.

10 Optical tube switch

- 10.1 Optical tube switch with LED functioning indicator must be used to scan the passage of carriers, mechanical tube switches are not accepted. The tube switch is not accepted to be sensitive to daylight or any form of artificial light.

11 Power booster pack:

- 11.1 The system should be with integrated power booster pack at strategic points. The vendor should provide power booster pack in the system where ever required.

12 Carriers with RFID

- 12.1 All carriers must be swivel-top opening with a hinge to allow full access to material inside. Flip top or screw opening is not accepted.
- 12.2 All carriers are provided with the system are RCI/RFID ready on both side of carrier.
- 12.3 Carriers will be of colored ends, and transparent body. This type of carrier must be closed before the system will accept it, and cannot come open during transit.
- 12.4 Each carrier body is made of transparent impact resistant and distortion free molded polycarbonate.
- 12.5 The system must be provided with leak-proof carriers that can only be sent in the system when locked/closed for 160mm systems.
- 12.6 Carrier accessories i.e. vacutainer, foam holder for blood bags should be provided.
- 12.7 All carriers must be sterilize able.

13 Automatic zone transfer coupler or linear coupler (Minimum 6 lines):

- 13.1 The system should be provided with a automatic zone transfer coupler or linear coupler, which allows the interface between all the transport lines of the system. So as to allow smooth transfer of carriers between the transfer lines, providing smooth and uninterrupted operation of the system.

The Line Transfer Zone Mechanism should have the following features:

- a. Contactless positioning, two direction operation.
- b. Carrier designated as “Emergency-Carrier” should be able to physically overtake the normal carriers in the PTT system within the Line Transfer Zone Mechanism using line prioritization.
- c. Should have the provision to keep the storage units vacant for the transit of Emergency carriers.
- d. Should be able to accommodate multiple carriers within the Line Transfer Zone

14 Online UPS:

Uninterruptable Power Supply of sufficient capacity with minimum 30 min back up shall be provided for Main Controller.

15. Tests after completion

After completion of the project, the Institute may carry out the tests, which will be carried out under normal operating conditions to assure that the system performs well under normal operating conditions.

These tests will include but not limited to:

- i. Running of equipment and system as a whole to a minimum of 15 days.
- ii. System specific tests and equipment specific test
- iii. Any other test which Institute intends to carry out to check the stability and reliability of the system.

Any defects if pointed out in the tests after completion shall be rectified at Contractor’s expense

and within time as deemed reasonable by the Institute.

- **Testing criteria for operational PTT system of three buildings in UN Mehta Hospital:-**

PTT system for UN Mehta Hospital shall be deemed to be successfully commissioned if loaded carriers (with 3 kg load per carrier) are transported at a transfer rate ranging between 4 m/s to 6 m/s between two stations when randomly selected 25% of the front loading stations are sending the loaded carriers (with 3 Kg Load per carrier) simultaneously to randomly selected 25% free stations in the PTT system. (The receiving stations shall not be same as any of the sending stations and no receiving station shall receive more than one carrier while testing). None of the sending front load stations should indicate "station busy" for more than 30 seconds while testing.

This criterion is only for testing of PTT system and the values indicated herein no way supersede the values of different parameters specified elsewhere in technical specifications of PTT system for three buildings in UN Mehta Hospital. The PTT system must meet this testing requirement for 61 stations. These testing criteria may also be used by UN Mehta Hospital periodically to verify the PTT system performance as and when required during the warranty and CAMC period.

16. Maintenance and Training requirements for systems, machines and equipment

The Contractor shall maintain the system during the warranty period and CAMC period. The Contractor shall see to it that all the warranty and guaranty cards are properly filled and duly submitted to the Institute along with their maintenance manuals.

The Contractor shall train the staff of the Institute for proper operation and essential trouble shooting of the system as and when required. The Contractor shall make arrangements for demonstration & trial run before commissioning of the system.

Operation and Maintenance Manual shall be supplied to the Institute. These manuals shall contain sufficient details, procedures for operation and the maintenance schedule for the all the components.

Note: System must be with capacity to extend up to 65 stations in the same design without any extra cost of license/dongle/release code etc

BOQ – DESIGN ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF PNEUMATIC TUBE TRANSPORT SYSTEM

Sl. No.	Name of item	Units	Quantity
1	Supply, Installation, testing & commissioning of Main Control System: including hardware, software package with license key for programming, real time monitoring & RFID pack for all carriers, stations & Transfer System as per tender specification.	No	1
2	Supply, Installation, testing & commissioning of automatic zone transfer coupler/linear coupler as per tender specification.	No	1
3	Supply, Installation, testing & commissioning of Side Channel Blower with speed control as per tender specification. (Actual required quantity to be mentioned in the technical bid)	No	Minimum 6
4	Supply, Installation, testing & commissioning of Diverter 3/4/6 Way, Air Tight, Steel Housing. Provided with Optical Sensors as per tender specification. (Actual required quantity to be mentioned in the	No	Minimum 19

	technical bid)		
5	Supply, Installation, testing & commissioning of Front-loading sending & receiving station with OEM carrier rack, OEM basket with cushion as per tender specification.	No	53
6	Supply, Installation, testing & commissioning of horizontal receiving station for laboratory as per tender specification.	No	4
7	Supply, Installation, testing & commissioning of automatic sending station for laboratory as per tender specification.	No	4
8	Supply, Installation, testing & commissioning of Carrier 160 mm: with 2 programmable RFID tag with each carrier for easy return of empty carrier as per tender specification.	No	150
9	Supply, Installation, testing & commissioning of Leak Proof Carrier 160 mm: with 2 programmable RFID tag with each carrier for easy return of empty carrier as per tender specification.	No	50
10	Supply, Installation, testing & commissioning of UPS as per tender specification.	No.	1
11	Supply, Installation, Testing & commissioning of 160mm Pipe clamp, Screw bolts, Cable Tie, Clips, 90 Deg Bends for Air Tube, Dowel, PVC Conduit for Cable, insert for carrier PU Foam including other misc. Items as per tender specification (QUANTITY AS PER REQUIREMENT FOR SUCCESSFUL INSTALLATION AND COMMISSIONING)	Lump Sum	Lump Sum
12	Supply, Installation, Testing & commissioning of Tubing material suitable for 160 mm system including 160mm Tube, Air tube, Bends, Endpiece, Sleeve, Special Adhesive Glue, Cleaner for PVC Tube, System cable, power booster pack & Mounting tools etc. as per tender specification (QUANTITY AS PER REQUIREMENT FOR SUCCESSFUL INSTALLATION AND COMMISSIONING)	Lump Sum	Lump Sum

Reference locations for installations:

A) New under construction building in Phase-II Paediatric Cardiac Hospital Building:

Sr. No.	Floor	Department	No. of Front Load station	Horizontal receiving station	Auto send station
1	Basement	Plant Room			
		Recovery station or end station for stuck carriers or lost carriers.	1		
2	Ground Floor	Phlebotomy	1		
		Phlebotomy	1		
3	First Floor	Pathology Lab		2	2
		Microbiology Lab	1		
		Blood Bank	1		
		Casualty	1		

Sr. No.	Floor	Department	No. of Front Load station	Horizontal receiving station	Auto send station
4	Second Floor	Pediatric General Ward	1		
		Pediatric General Ward	1		
		Pediatric General Ward	1		
		Pediatric General Ward	1		
		Pharmacy store	1		
5	Third Floor	Adult General Ward	1		
		Adult General Ward	1		
		Adult General Ward	1		
		Adult General Ward	1		
		Pharmacy store	1		
6	Fourth Floor	Special Room	1		
		Suit Room			
		Special Room	1		
7	Fifth Floor	Pediatric SICU	1		
		Adult SICU	1		
		Pediatric SICU	1		
		Adult SICU	1		
		Isolation	1		
8	Sixth Floor	MICCU	1		
		NICU	1		
		PICU	1		
		Cath Lab	1		
		Pre. & Post Cath ward	1		
		VIP ICCU	1		
9	Seventh Floor	PCTRR	1		
		Neo.CTRR	1		
		Isolation CTRR	1		

Sr. No.	Floor	Department	No. of Front Load station	Horizontal receiving station	Auto send station
		Transplant ICU	1		
		ABG room		1	1
		CTOT	1		
10	Eighth Floor	ACTRR	1		
		ACTRR	1		
		Isolation CTRR	1		
		VIP CTRR	1		
		ABG room		1	1
		CTOT	1		
		Total	39	4	4

B) Existing New Building:

Sr. No.	Floor	Department	No. of PTS station
1	Basement	Not required	
2	Ground floor	Cath Lab	1
		EMCS	1
		MICU	1
3	First floor	CTOT/CATH	1
		PCTRR (Thoracic)	1
		ACTRR (MICU)	1
4	Second floor	Cardiology ward 1 & 2	1
		Cardiology ward 3	1
		Pharmacy store	1
5	Third floor	Special Room	1
		Semi special Room	1
6	Fourth floor	Not required	
		Total	11

C) Existing Old Building:

Sr. No.	Floor	Department	No. of PTS station
1	Basement	Not required	
2	Ground floor	Not required	
3	First floor	ACRR – 2	1
		CVTS – 3	1
4	Second floor	CVTS - 1 & 2	1
5	Third floor	Not Required	
		Total	3

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. The bidders must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of “Manufacturer Authorization Form” as given in the bidding document to quote and enter into a contractual obligation.
2. The Manufacturer should have executed satisfactorily similar work meeting major criteria of the tender specification anywhere in the world during the past seven years either of the following works:
 - (i) One contract of at least Rs. 4.0 cr.
Or
 - (ii) Two contracts of at least Rs. 2.5 cr. each
Or
 - (iii) Three contracts of at least Rs. 2.0 cr. each.
3. In case the bidder is an authorised Indian Agent of the manufacturer and the same manufacturer qualifies at sl. No. 2 above, the bidder should have executed satisfactorily at least one contract of similar work in India during the past seven years for a minimum value of Rs. 1.0cr.
4. In support of 2, 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.
5. Eligible Bidders should have a minimum average annual turnover of Rs.4 Crore and should not have incurred any loss in more than 2 years during the last three years. Audited Profit & Loss account and Balance Sheet (duly self certified) for the immediate last three consecutive financial years (till last closed financial year before the date of tender opening). should be submitted along with the bid.

Notes:

1. 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.
2. 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.
3. 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.
4. 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 five 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

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 – 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 ^r _d	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 INL.			
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?			
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?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
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	Gujarat	Ahmedabad	Mundra