

E-TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF
MEDICAL EQUIPMENT

Regional Institute of Medical Sciences, Imphal

Ministry of Health and Family Welfare, Government of India.

HLL/PCD/RIMS-06/16-17



BY

HLL LIFECARE LIMITED

(A GOVT. OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

B-14 A, Sector-62,

Noida-201 307

PHONE: 0120-4071500

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SECTION I

NOTICE INVITING TENDERS (NIT)
HLL Lifecare Limited
(A GOVERNMENT OF INDIA ENTERPRISE)
Procurement & Consultancy Services Division
B-14 A, Sector-62, Noida-201 307
URL: www.lifecarehll.com
Email: pcd@lifecarehll.com
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Tender Enquiry No.: HLL/PCD/RIMS-06/16-17

Dated 19.12.2016

NOTICE INVITING e-TENDERS (NIeT)

- (1) Procurement & Consultancy Services Division of HLL Life care Limited, for and on behalf of REGIONAL INSTITUTE OF MEDICAL SCIENCES under Ministry of Health and Family Welfare, Government of India invites **E-tenders**, from eligible and qualified tenderers for supply of following equipments for REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR – 795004 from eligible tenderers:-

Item No.	e- Tender Ref. No. (Event No.)	Description	Qty. (Nos)	EMD (In Rs)
1.	3000001561	3 Tesla MRI (32) Channels	1	26,00,000/-
2.	3000001562	Digital Mammography	1	5,00,000/-

- (2) Tender No.: HLL/PCD/RIMS-06/16-17

Sl. No.	Description	Schedule
a	Cost of the Tender Enquiry Document	Rs. 5000.00/- (Rs. Five Thousands Only)
b	Pre Tender Meeting Date & Time and venue	27.12.2016, 1100 Hrs (IST), HLL Life care Limited, Procurement & Consultancy Services Division B-14 A, Sector-62, Noida-201 307
c	Closing date & time for submission of tender fee and EMD in physical form	20.01.2017, 1300 Hrs. (IST), Bidders have to submit Original Bank Instruments viz. DD/BC/BG of tender fee and EMD within the above mentioned date and time
d	Venue for :- Submission of tender fee, EMD in physical form.	HLL Life care Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307
e	Closing date & time for submission of online bids	20.01.2017, 1400 Hrs. (IST)
f	Time, date and venue of e-tender opening of online bids	20.01.2017, 1530 Hrs., HLL Life care Limited, Procurement & Consultancy Services Division B-14 A, Sector-62, Noida-201 307
g	Venue for :- e-Tender opening, Price bid opening	HLL Life care Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

SPECIFIC Instructions for e-Tender Participation:-

1. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
2. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
3. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excepting non-working days). In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
4. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
5. **The tenderers shall submit tender fee and EMD in physical form at the scheduled time and venue.**
6. Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or www.rims.edu.in or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>.
7. The submission of tender online can only be done thru' <https://etender.lifecarehll.com/irj/portal> .
8. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
9. Tenderers shall ensure that their tenders complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**

IMPORTANT NOTE :-Tender fee(Rs. 5,000/-) and EMD (As applicable) should be deposited in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before **20.01.2017, 1300 hrs (IST)**. Submission beyond stipulated date & time would result in **REJECTION** of BID.**

For and on behalf of **Regional Institute of Medical Sciences, Imphal**
Ministry of Health and Family Welfare,
Government of India.

SVP (GB)
HLL Lifecare Limited
B-14A, Sector -62, Noida -201307,
Uttar Pradesh

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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 the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “e- Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iv) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) “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.
- (vi) “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.
- (vii) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (viii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) “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.
- (x) “Consignee” means the Hospital (Regional Institute of Medical Science)/Institute/Medical College/ person 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.
- (xi) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) “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.
- (xiii) “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) “DGS&D” means Directorate General of Supplies and Disposals

- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "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.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxx) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xxxi) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
- (xxxii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxiii) "RT" means Re-Tender.
- (xxxiv) "RIMS" means Regional Institute of Medical Sciences
- (xxxv) "CDEC" means Custom Duty Exemption Certificate.

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction 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 purchaser 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 purchaser, 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 Deleted

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 purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

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 purchaser 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. E-TENDER ENQUIRY DOCUMENTS**8. Content of Tender Enquiry Documents**

8.1 In addition to Section I – “Notice inviting e-Tender” (NIeT), 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 – Details of Shipping arrangement for Liner Cargoes in respect of C&F/CIF/ Turnkey F.O.R. Contracts for Import
- Section XX – Check List for the Tenderers
- Section XXI – 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 purchaser may, for any reason deemed fit by it, modify the TE Documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified in website as well as in writing by registered/speed post/courier or by fax/email, to all prospective tenderers, who have received the TE documents and will be binding on them.
- 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 purchaser 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 with the purchaser in writing. The purchaser will respond in writing to such request provided the purchaser receives the same on or before the scheduled date of pre-bid meeting unless otherwise specified in the SIT). Representation sent after the pre bid meeting date will not be taken into cognizance.

C. PREPARATION OF e-TENDERS

11. Documents Comprising the E-Tender

- 11.1 The tender shall be submitted online **ONLY EXCEPT TENDER FEE & EMD** (in physical form) as mentioned below:
 - (i) Technical Bid (Consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate etc.). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.
 - (ii) Price Bid (To be filled up in the Proforma, Signed, Stamped, Scanned to pdf mode & attach under PRICE BID.

DO NOT'S

Bidders are requested **NOT** to submit the hard copy of Financial Bid along with the physical form of tender. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will **RESULT IN REJECTION** of the tender.

A) Technical Tender (Un priced Tender)

All Technical details (eg. Eligibility Criterias requested (as mentioned below)) should be attached in C-Folder of e-tendering module , failing which the tender stands invalid & REJECTED.

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

- i. Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 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. **While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.**
- v. Power of Attorney in favour of signatory of TE documents 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. Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii. 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).
- ix. Certificate of Incorporation.
- x. Checklist as per Section XX.
- xi. Cost of tender document should be payable by DD / pay order. Cheque will not be accepted.
- xii. Self Attested copies of VAT registration certificate and PAN Card.
- xiii. Non conviction / no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiv. Self attested copies of quality certificates i.e. US FDA/ CE Certificate issued by competent authority, if applicable.
- xv. Documentary evidence stating the status of bidder.
- xvi. List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvii. Self attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xviii. Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xix. A self-declaration on Rs 10/ 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. **Product catalogues / original Data Sheet must be enclosed of all quoted items.**

B) Price Bid:

1. Prices are to be quoted in the attached Price Bid format online on e-tender portal in pdf format & apply digital signature certificate. **While uploading the price the tenderer has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.**
2. The price should be quoted for the accounting unit indicated in the e-tender document.

The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

1. The information given at clause no.11.1 A) ii) & viii) above should be reproduced with the prices indicated.
2. Deleted
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.
4. Deleted
5. Tenderer should quote firm and fixed rates.
6. Free goods will be incorporated in price comparison.
7. The specification and size of each product should be as per details given in tender.
8. Any variation may result in the rejection of the tender.
9. Plea of clerical error, typographical error etc., committed by the tenderer would not be accepted.
10. No correspondence will be entertained after opening of the price bid.
11. Any conditional price bid would not be entertained and tender will be treated cancelled.

Note:

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by HLL.

- 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 warrantee 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 purchaser 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 fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. **As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.**
- 12.3 Tenders, where prices are quoted in **ANY OTHER WAY** shall be treated as **NON - RESPONSIVE AND 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.

- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Govt. of India.

For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India.

If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

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

13.4.1 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 sales tax, CST VAT, CENVAT, Custom Duty, Excise 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 sales or other taxes and any duties including excise duty, which will be payable on the finished goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance, 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 prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) the price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) the amount of freight and insurance and price of goods quoted CIP port of entry in India as indicated in the List of Requirements and Price Schedule;
- c) the price of goods quoted should be on DDP basis at consignee's site in India as indicated in the List of Requirements, Price Schedule and/or Consignee List;

- d) wherever applicable, the amount of custom duty with CDEC applicable on net CIP value on the goods to be imported; Consignee will issue Customs Duty Exemption Certificate (CDEC) wherever applicable.
- e) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from **port of entry** to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- f) In case of DDP, transportation charges from CIP Port of entry in India to consignee's site.
- g) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
- h) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- i) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 **Excise Duty:**

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all relief, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.2 **Sales Tax:**

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

13.5.4 **Octroi Duty and Local Duties & Taxes:**

Normally, goods to be supplied to government departments against government contracts are exempted from levy of entry tax/town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the

concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.5 Customs Duty:

As the supplies are to be made on DDP basis, the supplier will pay the customs duty and clear the goods for transportation to consignee's site. The applicable percentage (%) rates and amount of custom duty and the corresponding Indian custom tariff number should be shown separately in the price schedule. Duty paid by the supplier shall be re-imbursed on submission of documents. Customs duty exemption certificate (CDEC) wherever applicable shall be issued by the consignee.

- 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 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 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 purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.
- 13.10 HLL Lifecare Ltd. is only a procurement consultant/agent and the **supplies/equipments/goods against this contract are meant for supply under Regional Institute of Medical Sciences, Imphal, Manipur-795004, Govt. of Manipur. The ownership of the supplies/equipments/goods belongs to Govt. of Manipur.**

14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - b) The details of the services to be rendered by the agent for the subject requirement.
 - d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
 - d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business.
 - e) Principal/ manufacturers original proforma invoice with the price bid.
 - f) The enlistment of the Indian Agent with DGS&D under the compulsory Registration Scheme of Ministry of Finance wherever applicable as per clause 17.2(d) hereafter.
- 14.2 Change of Authorised Indian Agent is not permissible as per the CVC guidelines.

15. Firm Price

- 15.1 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.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

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 Only one tenderer is permitted to quote for the same manufacturer irrespective of models.

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.
 - d) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

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 purchaser 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 purchaser 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 purchaser 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. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(B) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be). **It is to be noted that price preference/ purchase preference and exemption from performance security are not applicable for procurement of Medical equipment and Pharmaceuticals as per Govt. rules.**
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies 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
- 19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.
- 19.5 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 120 days, the EMD shall be valid for 165 days from Techno-Commercial Tender opening date.
- 19.6 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.
- 19.7 Earnest Money is required to protect the purchaser 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 purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of 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 120 days (One hundred and twenty days) after the date of opening of techno-commercial tenders 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 purchaser 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/cable 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, however, may not agree to extend its tender validity without forfeiting its EMD.

- 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 purchaser, 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. Tenders shall be uploaded with all relevant PDF format. The relevant tender documents should be uploaded by an authorised person having Class 3 B digital signature certificate.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 The tender shall be submitted online only.

(i) **Pre-qualification and Technical compliance as per following documents (ONLY Online submissions for all the documents.)**

- a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- b) Tender Form as per section X.
- c) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc
- d) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
- e) Copy of PAN.
- f) Certificate of Incorporation/Declaration being a proprietary firm.
- g) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) in pdf format.
- h) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- i) Quality Control Requirements as per Section VIII
- j) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- 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.

(ii) **PRICE BID (ONLY ONLINE)**

- 22.2 The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.

Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance / reputed central / state government hospitals should be uploaded in pdf form for price reasonability.

23. Late Tender

- 23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, is permitted to change, edit or withdraw its bid on or before the end date & time.

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The purchaser will open the e-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 purchaser, 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 Two - Tender system as mentioned in Para 21.6 above will be as follows. 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. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser 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 Purchaser 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 reservations 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 Purchaser'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 Purchaser 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 ignored.
- 27.5 **The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;**
- (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
 - (ii) Deleted.
 - (iii) Tender is unsigned.
 - (iv) Tender validity is shorter than the required period.
 - (v) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
 - (vi) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
 - (vii) Tenderer has not agreed to give the required performance security.
 - (viii) Goods offered are not meeting the tender enquiry specification.
 - (ix) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period.
 - (x) Poor/ unsatisfactory past performance.
 - (xi) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
 - (xii) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (xiii) Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements.

28. Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.
- 28.2 The purchaser may seek clarifications of historical nature from the tenderers, which has no bearings on prices.

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 and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

- 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, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Deleted

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

- 32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

33. Schedule-wise Evaluation

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules.

34. Comparison of Tenders

- 34.1 Unless mentioned otherwise in Section-III (Special Instructions to Tenderers) and Section-VI (List of Requirements), the comparison of the responsive tenders shall be carried out based on the terms of delivery as asked for in bid document. **The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.**

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser'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 purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract

satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

- 36.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser 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 purchaser.

37. Contacting the Purchaser

- 37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser 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 purchaser in the purchaser's 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 purchaser.

G. AWARD OF CONTRACT

38. Purchaser's Right to accept any tender and to reject any or all tenders

- 38.1 The purchaser 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

- 39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser 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 twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" 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 twenty five (25) per cent, the quantity of goods and services mentioned in the contract 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/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, 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 fifteen 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

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post.
- 42.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

43. Non-receipt of Performance Security and Contract by the Purchaser/Consignee

- 43.1 Failure of the successful tenderer in providing performance security 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, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of EMD

- 44.1 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 19.6.

45. Publication of Tender Result

- 45.1 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 purchaser.

46. Corrupt or Fraudulent Practices

- 46.1 It is required by all concerned to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
 - (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 any thing 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 Purchaser, 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 Purchaser 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 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)

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C	11 to 21	Preparation of Tenders	Change	24
D	22 to 24	Submission of Tenders	Change	24
E	25	Tender Opening	No Change	24
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	24
G	38 to 45	Award of Contract	No Change	24

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

SUBMISSION OF e-TENDERS

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- (ii) Except Tender Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL**) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (iv) The prospective bidders may upload Drawing files, if any, in **“.dwf”** format so that the size of document is less. This is a generic format and all software supports this format.
- (v) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & name the files in a way, which describes the contents.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 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

3.1 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, trade marks 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 may be specified in the Price Schedule

5. Performance Security

5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, **valid up to sixty (60) days 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 or in the currency of the contract as detailed below:

- a) It shall be in any one of the forms namely Account Payee Demand Draft drawn from 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/Consignee.

- b) In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 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/Consignee 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 Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

- 6.1 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 to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no 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 in SCC. 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 in SCC, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- contract number and date
 - brief description of goods including quantity
 - packing list reference number
 - country of origin of goods
 - 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) will, without any extra cost to the purchaser, 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 purchaser shall 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 & lodging will be borne by the purchaser and/or its nominated representative(s).
- 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. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.
- 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/consignee'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 consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee 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/consignee may decide, or dispose of such goods at the supplier's 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/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee'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 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery as specified in the list of requirement.

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 on DDP basis at consignee's site. The shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

The procedure followed as above should be intimated to the purchaser.

Goods will be custom cleared by the supplier/ Indian agent and transported to the consignee's site as per the contract terms.

Supplies being on DDP basis, the same shall be arranged by the supplier/its Indian agent as per the terms of the contract. For this purpose the equipment/stores/goods should be sent showing supplier's authorised agent as interim port consignee in India, who will arrange clearance and further to the ultimate consignee's site by road.

The Indian agent shall take proactive measures before arrival of equipment/stores/goods at port of and obtain necessary CDEC, entry permit, road permit, Octroi exemption, etc. from the concerned authority to avoid any hold up and/ or delay in supplies.

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. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

11. Insurance:

11.1 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 arrive 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 "warehouse to warehouse" (consignee site) on

all risk basis. The insurance cover shall be obtained by the Supplier **making the consignee as beneficiary** and should be valid till 3 months after the receipt of goods by the Consignee.

- ii) in case of supply of the imported goods on DDP Basis, the supplier shall arrange and pay for marine/air insurance making the consignee as beneficiary. The additional extended Insurance (local transportation and storage) would also be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery. The insurance shall be taken for an amount equal to 110% of overall expenditure to be incurred by the purchaser for receiving the goods at consignee's site.

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/Consignee 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/Consignee 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/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

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/Consignee promptly on receipt of order from the Purchaser/Consignee.

13. Incidental services

13.1 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

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/Consignee

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, 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 (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) Two copies of packing list identifying contents of each package;
- (iii) Inspection certificate issued by the nominated Inspection agency, if any.
- (iv) Certificate of origin;
- (v) Insurance Certificate as per GCC Clause 11.
- (vi) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

- B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by airmail/ registered post / speed post (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) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

15. Warranty

- 15.1 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/Consignee'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.
- 15.2 This warranty shall remain valid for **5 (Five) years for all the listed equipments unless specified otherwise in Technical Specification (Section VII)** of any specific item followed by a CMC for a period of **5 (Five) Years** for all the equipment of any specific item 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/Consignee in terms of the contract, unless specified otherwise in the SCC.

- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
 - c. Replacement and repair will be under taken for the defective goods.
 - d. 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/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C 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 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period mentioned under clause 15.2 from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced with a new one and fresh warranty as per Clause 15.2 above shall be applicable. The decision of the purchaser in this respect shall be final and binding on the supplier.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 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 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee 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 equipments supplied by them to the purchaser for **10 years** from the date of installation and handing over.
- 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/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee'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/consignee.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made 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) Payment for Domestic Goods or Foreign origin located within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:

75 % payment of the contract price 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) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any;
- (v) Manufacturer's/Supplier's warranty certificate

- (vi) Insurance Certificate as per GCC Clause 11;
- (vii) Certificate of origin (only in case of goods of foreign origin located in India).

b) On Acceptance:

Balance 25 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On delivery:

75 % of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch.
- (ix) Certificate of origin
- (x) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

b) On Acceptance:

Balance payment of 25 % of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

- c) Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable, customs clearance and handling charges, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) will be paid in Indian Rupees to the Indian agent at actual not exceeding the quoted rates on proof of 100 % payment to the foreign principal.**

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee.

- 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 & non-transferable LC shall be opened by Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 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. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, 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/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:
"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment."

22. Delay in the supplier's performance

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee 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 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/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee 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/Consignee 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 on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or 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) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or 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/Consignee 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:**
- 22.6.1 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.
 - 22.6.2 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.
 - 22.6.3 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 any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee 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 and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee 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/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), 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/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee 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/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, 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/Consignee.

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, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, 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/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee 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/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee 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/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee'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/Consignee. 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.

27.2 The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

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 cable or telex or facsimile 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/Consignee 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 disputes of differences by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee 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. Such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the CMD of HLL. 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 reasoned 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 Delhi/New Delhi (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 out of 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 Each member/constituent of the Supplier/its Indian Agent/CMC/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

33.2 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.

33.3 The Supplier/its Agent/CMC/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee 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.

33.4 All claims regarding indemnity shall survive the termination or expiry of the contract.

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.

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

Item No.	Event No.	Description	Qty. (Nos)	Warranty	CMC
1	3000001561	3 Tesla MRI (32) Channels	1	5 Years	5 Years
2	3000001562	Digital mammography	1	5 Years	5 Years

Part II: Required Delivery Schedule:**a) For Indigenous goods or for imported goods if supplied from India:**

Within **90 days** from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

b) For Imported goods directly from abroad:

Within **90 days** from date of opening of L/C or from 120 days of Notification of Award whichever is earliest. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

Note: Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods are to be supplied within the contractual delivery period as stated in para b) above.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Installation & commissioning shall be completed within 45 days of handing over the site of installation complete in all respect by the consignee. The date of handing over of the site has to be intimated by the supplier to the purchaser. The delay on the part of the supplier to install and commission the equipment will attract the provisions as contained in the liquidated damage clause.

Part IV:

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

Part V:

Comprehensive Maintenance Contract (CMC) as per tender document.

Part VI:

Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods if supplied from India:

Delivery required at Consignee Site.

Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on DDP at consignee's site basis giving break up of the price as per the Proforma prescribed in the Price Schedule.

Custom clearance, handling, unloading & loading and transportation to the consignee's site shall be the responsibility of the supplier/ Indian agent.

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.

Destination/Consignee details are given in Section XXI

Section – VII
Technical Specifications

- Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it's tender is liable to be ignored.
- Note 2:** General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments 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 equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centers across the country on every preventive maintenance call.
- Note 3:** OPTIONAL ITEMS: Bidders are requested to quote for all the available options as asked in the bidding document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose.
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ITEM WISE TECHNICAL SPECIFICATION**Item no-1**
3 Tesla MRI (32) Channels

	Whole body 3.0 Tesla Magnetic Resonance Imaging system optimized for higher performance in cardiac and neurological examinations with short superconducting magnet, high performance gradients and digital Radio frequency system. The system should have 32 channels RF system. The system should be totally new and should not contain refurbished or having recycled items.
1	MAGNET
a	3.0T active shielded super conductive magnet with best homogeneity. Field stability over time should be < or equal to 0.2 ppm/hr
b	Length should be short with at least 70cm bore.
c	It should have facilities of better illumination ventilation and designed to avoid patient claustrophobia.
d	The homogeneity of the magnet should be mentioned in relation to 10, 20, 30, 40 cm DSV. Automatic shimming in phantom should be better than 3.5ppm in 40 DSV.
e	Please specify upto what FOV gradient linearity is maintained.
f	Magnet should be shielded from external interferences. Smaller fringe field preferred 5 Gauss and 10 Gauss Line in X, Y, Z axis specify yours Quote value for 5 gauss and 10 gauss line. The 5 Gauss line will have to be marked.
g	Cryogen vessel to be of Helium only with appropriate super thermal shielding and refrigeration facility for minimum Helium boil-off, Specify the Helium tank capacity and boil-off rate.
h	Helium level monitoring equipment in the magnet and facility for appropriate quick shutdown of the magnet in the event of emergency
i	Helium refill time should not be < 2years. Please mention the helium refill time.
j	Noise level inside the examination room should be minimum as possible. Specify db level
k	Physiological signal display on Gantry
l	Built - in 2 way Intercom facility to communicate with patient is required
m	Emergency helium release button should be provided at least in two places [inside MR examination room and console room]
2	Shim system
a	High performance and highly stable shim system with global and localized manual and auto-shimming for high homogeneity magnetic field for imaging. Specify time for shimming. Quote the number of shim coil used
b	Off-centre shimming should be possible.
c	Auto shim (global and voxel shim) should take minimum time to shim the magnet with patient in position.
3	Gradient system
a	Activity shielded Gradient System with strength of at least 44 mT/m with slew rate of 200T/m/sec. Quote the minimum rise time at 44mT/m. The rise time should not be more than 250 microsec. to reach the maximum gradient strength.
b	These true slew rates should be available in each axis independently, for overall better duty cycle performance of the gradient.
c	The duty cycle should be 100 percent.
d	The Gradient system should have provision for eddy current compensation. Mention level of Eddy current compensation in %
e	Field of View should be at least 45 cm in all three axes.
f	Minimum TE & TR in 2D/3D should be specified in relation to the sequences.
g	Minimum Slice Thickness in 2D & 3D should be specified in relation to the sequences.
h	Echo Train length in both Spin echo and Gradient Echo should be at least 255 or more.

i	The measurement matrix should be from 128x128 to 1024x1024 in both 2D and 3D imaging as well.
4	RF system
a	A fully digital RF system capable of transmitting power of at least 25 KW or more dual RF power amplifiers. System should be capable of Multi Transmit with Multi amplifier driving /true shape for better B1 homogeneity
b	It should also have at least minimum of 32 independent ADC hardware RF channels with each having bandwidth of 1MHz or more along with necessary hardware to support Quadrature/CP array coils. (Capability of faster reconstruction, please specify)
c	It should support Parallel acquisition techniques like ASSET/SENSE/iPAT with a factor of at least 4. Higher sectors if available should be offered optionally
5	RF Coils
	The system body Coil integrated to the magnet must be quadrature /CP. In addition to this coil, following Coils (preferably be with equal number of elements as the channels) be quoted. RF coils in addition to main body coil (Transmit / Receive or receive coils) auto tune, array or no tune coils. Coils for the following applications should be available with the system. Circular polarized (CP) Array coils should included in the offer. Coil / RF design should support compatibility to coils manufactured by other manufacturers. Please confirm that the system can adapt to coils developed and manufactured by other manufacturers. Please substantiate this with examples. Please specify the measures taken to prevent dielectric artifacts. (Quadrature design & EPI compatible) in addition to main body coil. All array coils should be compatible with parallel imaging techniques. Please specify the number of channels and elements available for each coil. Please mention the true acceleration factor for each of the array coils.
a	32 channels or more head coil-capable of multi frequency MR spectroscopy (1H). Dedicated Multinuclear/ Multi-frequency MR Spectroscopy Coil capable of 31-P Spectroscopy should be "quoted separately as an OPTIONAL item."
b	Neck phased array coil 8 channel or more.
c	Neurovascular coil of 16 channels or more
d	Spine phased array coil 32 channels or more
e	Body phased array coils 32 channels of more (single or in combination) at least 45 cm z-axis coverage for imaging of abdomen, with at least 32 channels acquisition for body parts.
f	Suitable Coil / Coil combination for Peripheral Angiography 32 channels or more; with coverage of 80cm or more.
g	Carotid Coil: 1. Suitable Carotid coil as standard. 2. Dedicated third party Coil for Carotid imaging to be quoted separately as an OPTIONAL item ; if available.
h	Breast coil 16 channel or more capable of spectroscopy
i	Cardiac Coil: a) Suitable Phased array coil for faster and high resolution Cardiac imaging – 32 channels or more with Proton Spectroscopy. b) Non-Proton Spectroscopy Cardiac Coil – for 31 P Spectroscopy should be quoted separately as an OPTIONAL item .
j	Shoulder coil – Multi channel (8 channels or more) flex loop or rigid type – 2nos. (One large and one small)
k	High resolution knee coil 8 channels or more; Tx & Rx.
l	High resolution foot/ ankle coil – 8 channels or more
m	Multi Nuclear Spectroscopy coil (31P, 23Na, and 13C) for Liver to be quoted separately as an OPTIONAL item .
	The supplier should quote coils or their combinations exclusively for each application. The number of coils should be thus mentioned as independent and not be having overlapping applications.
6	Patient Table
a	The table should be fully motorized, MRI Compatible computer controlled table movement in vertical and horizontal directions Position accuracy should be +/- 1.0 C mm or better.

b	Should be able to take at least 140 kg load.
c	The table should have facility for manual traction in case of emergency.
d	Cushions and other patient comfort accessories. All parts of the table should be protected from liquid spill
e	The table should have patient auto alarm system.
f	The CCTV system with LCD display to observe the patient.
g	The table should deliver the protocols for automatic bolus chasing in peripheral angio with automatic table movement.
h	Two-way communication should be possible with the patient from the console room
7	COMPUTER SYSTEM IMAGE PROCESSOR / OPERATOR CONSOLE
a	Computer should be latest in the industry, fast and efficient
b	One colour console for acquisition, all calculations, post processing etc Console must have full colour with user define protocols with programmable inter scan delay. Necessary image processor with large RAM for ultra-fast image reconstruction should be provided It should be at least 8 GB RAM. Please specify RAM and reconstruction speed in images per second for full FOV 256 matrix. Higher will be preferred.
c	Computational Speed to match the single shot Echo Planar Imaging (EPI). Interactive angiogram, multi-planar three dimensional (3D) reconstruction, surface rendering, dynamic Imaging, vascular Imaging/angiography. functional imaging, DTI etc. The main host computer should have at least 18-inch or more TFT/LCD type colour monitor.
d	The main console should have facility for music system for the patient in the magnet room.
e	Filming and adequate storage for images and other applications .
f	Total hard disk memory to be sufficient to store at least 250,000 images of 256 x 256 matrix data size.. Systems offering higher' storage will be preferred. The system should have CD/DVD archiving facility on the main console and work station.
g	DVD write/CD Read/Rewrite drive for writing of images, spectra and raw data along with the necessary software for reading the Images and spectra on DVD/CD storing capabilities. Provision for archival of k-space data and raw (unprocessed) images.
h	There should be a provision of retrieval of the reconstruction data (raw files) in an user friendly manner.
i	DICOM interface to hook DICOM dry/laser camera capable of storing printing 1024 x 1024 matrix size images at least in 16 format without loss of digital resolution.
j	The system should be capable to connect to PACS through RIS/HIS at no extra cost. Highest version of DICOM connectivity to be provided.
8	Workstation
1	One thin client server to serve 5 concurrent licenses to be supplied with the system. Licenses: Concurrent license here implies the capability to process all the loaded software to be accessible and usable on all the 5 systems simultaneously without any processing delay. The software should also include a reputed antivirus software of a perpetual type or renewed by the supplier. Hardware: Node: Out of the 5 concurrent licenses (software), the vendor has to supply the hardware in the form of CPU and Medical grade monitor (18" or more; 2 megapixels or more resolution) for 2 nodes. Hardware Server: The server (single/dual configuration) should have image storage capacity of at least 3 Tera bytes, minimum 40,000 concurrent slice processing power and at least 64GB RAM. The server hardware to be included with 18" or more TFT/LCD monitor with dual processor. DICOM 3.0 compatibility and interfacing with other modalities must be possible. The workstation shall have the resolution, software and all functionality of a stand-alone workstation
2	All necessary software including post-processing software for all offered applications (point no. 9,10) including evaluation for fMRI, perfusion (Contrast perfusion and T1 perfusion), diffusion, DTI with fibre tracking, cardiac evaluation, and other associated post processing like MIP, MPR, surface reconstruction should be provided.

	<p>The workstation should have the following features:</p> <p>a. Cardiac perfusion analysis & Processing of Real Time BOLD imaging data, with colour metabolite mapping, quantification of the CSF flow data.</p>
	b. Image Fusion software should be provided for Inter-modality and Intra-modality fusion.
	c. Software for vascular properties like IAUC, KEP as standard.
	d. DSA images should be viewable in Subtraction mode.
	e. Necessary and adequate hardware and software for sending and receiving the patient data {text + images}. Printing of films should be possible from both main console and workstation.
	f. Workstation should also be able to function independent of the main console. Post processing of the MRS data including for CSI with paramagnetic metabolic mapping
	g. Capability to calculate colour display of real MTT, real CBV, and real CBF
	h. Compatibility with data from other MRI system for post processing.
	i. Output in the form of jpeg, avi / equivalent formats should be possible.
	<p>Cardiac Package: The workstation should have display of Cardiac cine images in movie mode with rapid avi creation and should have comprehensive cardiac post processing software including for coronary MRA with regular free upgrades in future. Calculation of ventricular area and volume, stroke volume, ejection fraction and relative ejection fraction, Time volume diagram generation, filling rates and myocardial wall motion, Graphic display of output calculation of flow and velocity parameter with colour coded display of velocity parameters. Diffusion tensor Imaging, 3D myocardial tagging should be possible.</p>
3	<p>Voice Recognition Software (2 Licenses) on two separate computers Minimum System Requirement:</p> <ul style="list-style-type: none"> • 18" LED Display, All-in-One Desktop PC. • 4GB RAM, 2.2 GHz Intel Dual Core or equivalent. • 2 MB processor, cache memory. • 1 TB HDD, DVD RW Drive. • 16 bit sound card, Stereo Speakers, Microphone • 2 x USB 2.0 ports • Wireless keyboard, Wireless Mouse. • Voice Recognition software including medical vocabularies (two licenses) - Mawell software solution / Dragon Medical/M*Modal Fluency Direct Dragon Naturally Speaking Premium – Speech recognition Software(Licensed) • Microsoft Office Suite (Licensed) • Window 8.1, 64 Bit. (Licensed) • LASER Printer (HP Laser Jet Pro MFP or equivalent) • Appropriate UPS with 30 mins backup -2 no.s.
9	Data Acquisition
a	The system should be capable of 2D and 3D acquisitions in conventional, fast & ultra-fast spin echo and gradient echo modes so that real- time online images can be observed if needed.
b	2D multi-slice imaging should be possible in all planes (axial, sagittal, coronal, oblique and double oblique).
c	512 x 512 matrix acquisition for all applications; (1024 x 1024 matrix acquisition to be offered wherever available.)
d	Half Fourier or other techniques to reduce scan acquisition time while maintaining adequate SNR
e	3D volume, multiple contiguous slabs, multiple interleaved and multiple overlapping slabs
f	Slice thickness in 2D and partition in 3D to be freely selectable
g	Dynamic acquisition (serial imaging) with capability to initiate scan sequences either from the magnet panel or from the console.

h	Dynamic acquisition number of repeat scans with delay time either identical time interval or selectable.
i	Auto slices positioning from the localizer images.
j	Maximum -off centre positioning both anterior-posterior and lateral direction and should be selectable.
k	Gating: physiological signals like ECG, pulse, respiratory, external signal triggering (interface for triggering input pulse from external source).
l	Simultaneous acquisition, processing and display of image data in 2D multi-slice mode.
m	Selection of voxel from oblique slices should be possible while doing spectroscopy.
n	The application software for image smoothing and edge sharpness etc. for improvement in image resolution should be quoted.
o	Artifact reduction/motion correction techniques/imaging enhancement/image filtering/image subtraction/addition multiplication/division techniques:
p	Flow 1st and 2nd order flow artifact compensation.
q	Presentation slabs: a number of relocatable saturation bands to be placed either inside or outside the region of interest.
r	Magnetization transfer saturation: Off resonance RF pulses to suppress signals from stationary tissue in FOV phase contrast capability in 2D & 3D mode.
s	Breath Hold Acquisition for Cardiac and Abdominal Imaging must be possible.
t	Fat saturation techniques: frequency selective RF pulses to suppress fat signal in the measured image FO. ROI selective (regional) fat suppression should also be given.
u	Magnetization transfer saturation; OFF-resonance RF pulses to suppress signals from stationary issue in FOV.
v	Phase contrast capability in 2D and 3D mode.
w	Image intensity correction.
x	Breath hold acquisition
10	EPI mode
	a. Single and multi shot EPI imaging techniques.
	b. Data acquisition in all three standard planes (axial, sagittal coronal) and oblique and double oblique planes
	c. Multi-coil acquisition in order to optimize throughput increase and increased effective FOV. Individual acquisition of every coil should be mentioned.
	d. Higher matrix acquisition capability in single shot EPI, Acquisition time, TR TE and slice thickness should be clearly mentioned and supported by data sheet reference.
	e. BOLD, SWI, T2 Perfusion (with all post processing licences as standard)
	f. Complete Functional MRI of Brain package as standard. It should be a goggle based system.(incl. of patient camera, goggles, headphone and all other related hardware).
	g. Susceptibility-weighted Phase Imaging to differentiate calcification & haemorrhage.
11	Imaging sequences
	a. The system should be capable of selecting TR and TEs as per requirement in majority of the pulse sequences.
	b. Spin echo (SE); multi-slice single echo, multislice multi-echo(B echo or more) with minimum TR and TE. SE with symmetrical and asymmetrical echo intervals: MT-SE imaging sequence.
	c. Inversion recovery (IR) including short TI, modified IRSE, FLAIR, DIR (Double Inversion Recovery) MT and FLAIR.
	d. Gradient echo (GE) 3D gradient echo with shortest TR and TE, free choice of flip angle selection while maintaining SNR

	Fast sequences
	a. Fast spin echo in 2D and 3D mode T1, T2 and PD contrast capable of acquiring maximum number of slices with a given TR a minimum TE. echo train should be at least 128 or more in fast spin echo mode.
	b. Half Fourier acquisition capabilities should be available with/ without diffusion gradients and in combination with fast spin echo.
	c. Fast inversion recovery with spin echo.
	d. Fast gradient spin echo, IR multi-slice multi-echo mode with maximum turbo factor Sequences should incorporate RF focusing to acquire ultra fast gradient spin echo.
	e. Fast gradient echo sequence should be provided to acquire images in ultra-fast 2D and 3D mode.
	f. Fat and water suppressed imaging sequences including the sequence which should give 4 contrast (in phase, opposed phase. FAT and Water) images in a single acquisition to be quoted as standard. EPI optimized sequences for T1, T2, PD imaging. perfusion, regular diffusion values {5b, 3 directions), EPI-FLAIR. CPI-IR, IPI-FLAIR diffusion tensor. EP1-MT-FLAIR, tensor diffusion (5b values in minimum in six directions) for diffusion studies. Suitable artifact/fat suppression techniques to be incorporated in the sequence to have optimum image quality. There should be capability of generation of ADC map (isotropic and anisotropy from the regular diffusion and tensor data). Facility of online generation of ADC map should be there. Optimized sequence package for special applications.
	g. MR angio; 2D/3D TOF, 2D/3D Phase contrast (with and without gating) magnetization transfer saturation, black blood angiography for cerebral, pulmonary, abdominal and peripheral vessel For peripheral angio moving table angiography should be offered so that complete limb can be examined in one go Bolus tracking software package should be offered. Sequences for breath hold angiography with contrast enchainment should also be offered.
	h. NON Contrast Angiography like Native, Inhance, Trance for whole body applications to be quoted as standard.
	i. Contrast bolus tracking (including single shot whole body MRA, interactive and automatic, etc.
	J1. The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel, multislice 2D, 3D Spectroscopy and also the Chemical shift imaging in 2D/3D. The complete processing / post- processing software including colour metabolite maps should be available. J2. Full comprehensive cardiac sequences which includes, (a) MR cardiology package for evaluation of heart in long and short axis with black blood cardiac imaging, (b) package for- prospective and retrospective gating, etc. Advanced Cardiac Applications: morphology, wall motion, perfusion imaging myocardial viability imaging, Myocardial tagging, Cardiac functions including EF, ED/ES volume, Cardiac output, and wall thickness. This processing can be in workstation and console.
	k. Sequence package for diffusion study including DTI (tractography) in organs like brain, kidney, muscle, heart etc if available . Unavailable techniques to be provided as and when available without any additional cost.
	l. Perfusion study in organ systems like kidney, brain, heart etc. Evaluation package for calculating CBV, CBF, MTT, perfusion map etc. Post processing of perfusion should be available in console also.
	m. Sequences for MRI imaging of joints with Metal implants like WARP/Maverick should be offered
	p. Hardware and sequences post processing software for MR Elastography of abdomen. (Optional)
	q. Contrast Kinematics like TWIST / TRICKS / 4DTRAK should be offered.
	r. Colour T2 mapping of cartilage should be offered as optional. (Optional)
	s. Image fusion should be offered
	t. Whole body imaging of 200 cm should be offered
	u. Programming environment under research agreement should be offered for creating and modifying pulse sequences and working on the system.
	v. Flow quantification in vessels and CSF, hepatobiliary system.
	w. MRI neurofunctional imaging sequence including BOLD/ Mosaic etc.

	x. Optimized breath hold sequences for abdominal studies including angiogram.
	y. Sequence package for functional mapping of brain.
	z. Internal ear imaging. 3D acquisitions like CUBE. SPACE, VISTA to be quoted as standard.
	aa. Susceptibility Weighted imaging should be provided as essential.
	bb. High SNR even in small FOV should be available. (Specify the details of the smallest FOV and the technique)
	cc. Non Contrast perfusion Imaging software like 2D-ASL and its post processing should be offered.
	dd. MR Cholangiography and Pancreatogram: Both breath-hold and respiratory triggered - Specialized sequences and processing to perform MRCP.
	ee. Pulmonary 2D/3D MRA sequence, including single breath hold sequence.
	ff. MR ventriculography and Cisternography, Myelography.
	gg. Parallel acquisition technique such as SENSE/SMASH/ASSET/ GRAPPA , iPAT, ARC and other new sequences to be quoted as standard
	hh. Specify the factor by which the acquisition time is reduced for similar acquisition with and with out parallel imaging technique. A scan time reduction factor 4 for head, body, cardiac, angio and ortho application is required
	ii. Flow quantification packages for CSF with dynamic CSF flow imaging, aqueduct. and spinal canal In-line motion correction for uncooperative' patients/pediatric applications, that is motions/patient movement correction sequence and algorithm (not just faster scanning or parallel imaging techniques) for non-cooperative/sick patients/children should be provided.
12	Imaging sequences
	a. MRS: Proton (1H) MRS- Single voxel (SV), Multi-voxel CSI -2D and 3D- in both short and long TE
	b. Multi nuclear – 31P, 23Na and 13C with compatible necessary hardware (Optional)
	c. Multi nuclear – 31P, 23Na and 13C (Optional) with compatible necessary hardware and software.
	d. Specify future upgradability for 23Na & 13C MRS with necessary hardware/coil.
	e. Fat and iron quantification of liver: standard
13	POST PROCESSING AND EVALUATION
	a. 3DMultiplanar reconstruction (MPR) in any arbitrary plane including curved planes with freely selectable slice thickness and slice Increments.
	b. 3D Surface reconstruction and evaluation on reconstructed images with minimum time.
	c. MIP in 2D and 3D mode, targeted/segmented MIP in any orthogonal axis with minimum processing time and capable of displaying in cine mode.
	d. Full cardiac evaluation Operator selective or automatic contour mapping and calculation of Cardiac parameters like wall thickness, stroke volume EF, filling rate myocardial wall motion including display of data in label, graph and in cine mode with standard cardiology reporting set in BullsEye method. Blood flow quantification, velocity mapping, pressure gradient quantification shunt quantification, regurgitation calculation, stenosis blood flow, etc. These should be usable on main or on the work station. Evaluation and display of diffusion images, fMRI reference of EPI optimized sequence
	e. Full Perfusion imaging with necessary post processing with time intensity graph and other statistical parameters
	f. Flow quantification and evaluation for vascular (high and low). CSF, bladder outlet and cine display Full Fledged Advanced Functional MRI: Whole brain coverage using high temporal resolution T2* - weighted (BOLD) imaging Single-shot EP1 for multi-slice imaging. Complete fMRI processing software, Automatic real-time processing of functional BOLD MR data sets into functional activation map
	g. Full post processing for SVS, CSI, metabolic mapping with colour coding for BRAIN , BREAST , LIVER & PROSTATE.

	h. Image statistics: measurement of distance, area, volume (2D and 3D), angle, SD, mean, image addition subtraction, multiplication, division, interpolation, segmental, threshold, histogram (ROC) Evaluation features like zoom, rotation, scroll, image synthesis, multi point T1 and T2 calculation (more than 8) window searching, text dialogues graphics. Sorting, searching, archiving, recalling, etc.
14	UPS
	The system should be provided with the suitable UPS system for the complete system (MR + accessories except Chiller supplied) with at least 30 minutes back up.
15	DOCUMENTATION
	a. The dry imager system should have digital DICOM 3.0 dry chemistry camera with resolution of 16 bits/ 500 dpi or more. The system must have at least three online film sizes, and should be capable to print on any of the 8 x 10, 10 x 12, 11 x 14, 14 x 14 x 17 sizes. The system should be freely configurable by the user, to use any of the above mentioned size.
	b. A colour laser printer for printing colour images and protocols on plane in 1200 dpi resolution and more than 20 ppm
16	ACCESSORIES
	1. Storage box for all coils
	2. Dual Syringe Pressure injector : Independent dual-Syringe Pressure injector with following Features; Non-ferrous, automatic syringe size detection, performs single and dual phase contrast injections, provides Saline flush delivery and allows timed contrast delivery Must be compatible with 10, 15, 20 & 30ml pre-filled contrast syringes and 50 ml syringes for both saline & contrast (200 Nos of 50 ml Syringes with 500 nos. of tube connectors should be provided) Must be able to observe progress of injection and view injection result
	3. MRI Compatible ECG leads (with 1000 no.s Disposable Electrodes for MRI Image gating)
	4. MRI Compatible Pulse oximeter with MRI Compatible Adult & Paediatric Probes and Electrodes ; Adult probe – 2 no.s , Paediatric Probe – 2 no.s)
	5. MRI Compatible Anaesthesia Machine with integrated Ventilator, 2 vaporiser, circle absorber
	a) Capable of ventilating adult, pediatric and neonates.
	b) Soft ware for ventilation should support Volume control, Pressure control and Pressure support modes.
	c) Should have oxygen, nitrous oxide and air flow meters
	d) Isoflurane and sevoflurane vaporisers
	e) All safety alarms
	6. One MRI compatible Multiparameter Vital Signs Patient Monitor in MRI Room and One Slave monitor in console room with following modules provision to monitor the following
	a. Heart rate
	b. ECG
	c. NIBP – Size of Cuffs (adult & pediatric neonatal)
	d. Respiration (Capnograph)
	e. Two IBP – Pressure transducer with the MRI compatible stand.
	f. Oxygen saturation – Pulse oximeter with adult, pediatric probe, and neonatal probes - 2 sets (with the spare probes), Should have plethysmograph perfusion factor.
	g. ETCO2 and ETAA (end tidal anesthetic agents)
	h. Temperature (adult and pediatric)
	7. MRI compatible infusion pump – 3 Nos.
	8. Arrangement of Gas lines in recovery room and magnet room – MRI compatible high pressure gas outlet for :
	a. Oxygen
	b. Air
	c. Nitrous Oxide with MRI compatible indexed system.
	d. Vacuum suction

	9. MRI Compatible 2 sets of Laryngoscope :4 sizes blades- Neonatal, paediatrics, adult, extra
	10. MRI compatible Magill forceps : Adult & paediatric size- Two each.
	11. Stylet for endotracheal tube : Ault, paediatric size- Three each
	12. MRI compatible Clamps 2 Nos : Either towel clip or artery forceps.
	13. MRI Compatible two IV stands. (if not provided already)
	14. MRI compatible suction apparatus - 2 No.s
	15. Two Anaesthesia bed/trolley for recovery.
	16. Non magnetic IV stand.
	17. Two non-magnetic patient transfer trolleys should be provided
	18. Metal detectors three in number, two of which are hand held.
	19. Phantoms to be provided for regular QA studies.
	20. Complete manuals and other necessary documentation's should be provided.
17	TRAINING
	Qualified personnel nominated by the deptt, should be given application training by the vendor at their cost at site.
18	STANDARD AND SAFETY
	Should be FDA or CE approved product.
19	GUARANTEE
	5 years guarantee of complete MRI system along with all accessory equipment supplied i.e. Camera, AC, Chiller, UPS etc. The warranty should start from the day of complete satisfactory installation of equipment.
20	SERVICE
	After warranty CMC for next Five years for complete MR system and all that is supplied with the system including ACs, etc.
21	SPECIAL CONDITIONS
	In case the company can offer any other technical features which are better than these specifications of would be available at the time of machine is installed. Point wise technical compliance report supported along with the original product data sheet must be submitted in all truthfulness and shall be the essence of the technical bid. In the absence of this the offer may liable to be rejected. The offered unit must be FDA/CE approved. All operating, service and technical manuals of main and sub system must be supplied in duplicate.
22	TURN KEY WORKS FOR MRI INSTALLATION
	a. The system should be installed and handed over in working condition with all necessary electrical, air conditioning and civil work undertaken by the vendor in consultation with the user dept.
	b. All necessary interconnecting interfaces, cable, modules, and other hardware and software to fully integrate the system for full operational status.
	c. Diesel Generator of minimum 250KVA capacity to be installed , to provide power backup for normal functioning of the MRI with all accessories as well as room lighting and air-conditioning of the MRI scan centre area.(price to be quoted separately).
	The Turnkey Scope of Work - MRI The Supplier should inspect the proposed site offered by the Consignee in which the MRI system has to be installed and they are required to submit the plan for the complete MRI Scan Centre on a turnkey basis. Prospective bidders are advised to acquaint themselves with access to site , location of work , local labour problems and any other matter relating to availability and carriage of construction materials. The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Air-conditioning, Fire fighting and miscellaneous works for the construction of MRI Scan Centre. While preparing the plan, the following aspects have to be addressed.
	a. The MRI should be sited in such a manner; in order to minimise the effect of fringe magnetic field on surrounding areas. The areas lying within 5 Gauss line should be clearly demarcated and cordoned off with adequate warning.

	b. Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through corridors and doors.
	c. RF shielding for doors, walls, glass viewer etc.
	d. Furniture like desk, chairs, shelves etc.
	e. Patient stretcher and other furniture/ accessory to make the scan centre functional.
	The cost of Turnkey for the area of 1500sq.ft and Air-conditioning of Tonnage 25 TR will be considered for Ranking / Evaluation purpose. Moreover Bidders will have to quote the Unit Rates of the following components of turnkey work and detailed BOQ should be mentioned.
	a. Civil works (in units like sq.m / cubic m , kg etc)
	b. Electrical work (in unit s like per metre price , unit price for panel , isolation etc)
	c. Public health (plumbing and sanitary fittings like per metre of pipe, number of points etc.)
	d. Air Conditioning (HVAC)-rate of tonnage, type of false ceiling and sq.m rate etc
	e. Interior Furnishing & Furniture
	f. Miscellaneous
	Scope of work for turnkey MRI unit works:- The supplier should inspect the proposed site and submit all the detailed structural and architectural drawings and BOQ for the proposed MRI Scan Centres along with technical bid of the tender. The MRI SCAN CENTRE shall consist of the following rooms:
	a. MRI Room
	b. Console room
	c. Equipment room
	d. Patient preparation room
	e. Reporting room
	f. Patient waiting area
	g. Radiologist room
	The actual area of turnkey works done will be considered for payment, based on the site measurements.
	Civil work Any ab initio new construction or demolition of existing structure/walls etc and reconstruction is unambiguously included in the turnkey scope of work. This includes, but is not limited to expanding the area of MRI gantry room so as to make it compliant for installation of a 3T strength magnet.
	a) Civil construction work including construction of brick wall, plastering, flooring as per the approved plan and equipment layout plan.
	b) Concrete bed at MRI equipment area.
	c) Platform for unloading and shifting the MRI should be provided if necessary.
	d) Platform for Chiller unit would be provided. Fencing and weather protection facility should be provided for the Chiller unit.
	e) Cable tray, trench & channel – necessary trenches, cable tray and channels at required location would be provided.
	f) All the construction work to be done as per the final plan approved by the purchaser.
	g) Active and passive room shielding for magnetic, fringe field should be provided as per the requirement of the equipment.
	h) The entire complex will be made rodent/pest proof.

	<p>a) Flooring Providing and laying approved quality , colour, design and shade fully homogeneous 600 x 600 mm(thickness to be specified by the manufacturer) vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%) flooring in pattern as detailed in drawing or as directed by the EIC and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the EIC. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings & specification and as directed by EIC with 100mm tile skirting to match in MRI room , console room , equipment room , patient preparation room, reporting room , patient waiting area and radiologist room. Note: Mode of measurement (Finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying levelling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastages).</p>
	50 mm thick cement concrete flooring at all heights and locations including scaffolding , preparing the surfaces , neat cement finished to correct line or as required to receive architectural finish , level and plumb , curing wherever required complete as per requirements and drawings , with Vinyl flooring in MRI equipment / UPS room.
b)	Painting
	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in patient preparation area, Lobby area, console room, MRI equipment room etc. Pre laminated particleboard wall panelling in MRI examination room.
c)	False Ceiling
	Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.
d)	Plumbing work
	I. All water pipes and fittings shall be of high density polythene of approved and standard make. The gratings shall be brass chrome plated. All plumbing accessories should be of standard make.
	II. Copper pipes to be used for plumbing the Chiller to the MRI
	Note:
1	Tenderers are advised to visit the site of work to acquaint themselves about the levels of sub soil water, drainage facility for dewatering, accessibility to site etc. and quote the rates accordingly.
2	All sanitary wares & CP brass fitting & fixtures shall be of first quality with ISI mark (unless otherwise specified) and shall be of the make as per the latest approved list of materials as per list of approved make/model, if any. They shall be got approved by the Engineer-in-charge before incorporating in the work
3	All the items include testing after completion of the work. Concealed/underground GI pipe line is to be wrapped with hessian cloth and painted with two coats of anticorrosive paint. Disposing off: The surplus excavated materials by mechanical transport lead up to 2KM to the nearby dumping pits/dumping areas within institute campus identified by Engineer in charge, including all lifts, loading, unloading, stacking etc. complete as per specifications & as directed by the EIC.
e)	Electric work
	The supplier shall be required to specify the total load requirements for the MRI scan centre including the load of air conditioning , room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the MRI Scan centre area. The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the UPS to provide emergency lighting. The electrical work shall include the following

	a. Wiring – All interior electrical wiring- with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
	b. Switches light and power points should be of modular type and of standard make as listed below.
	c. General lights – Mirror optical type 1X28 W or 2X28 W/CFL fittings 2X36, 3X36 W with electronic ballasts.
	d. MRI compatible lights for MRI examination room. The bulbs used within the RF cage should be easy replaceable and locally available.
	e. All wires used must be FRLS (Fire Retardant with low smoke) type only
f)	AIR CONDITIONING:
	i. Total capacity of the Air-Conditioning (duct-able + split) for the entire MRI scan centre area should be at least 25 TR.(incl. standby airconditioning)
	ii. Ductable package air conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be effective to eliminate moisture condensation on equipment surface. . The Air conditioning should be designed with standby provision to function 24 hours a day.a)
	iii. The outdoor units of AC should have grill coverings to prevent theft and damage.
	iv. Ventilation is required in toilet.
g)	Environment specifications:
	i. Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
	ii. Temperature ranges: 22 ± 2° C in all areas except equipment room which shall be as per requirement of the equipment.
	iii. Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder
h)	Furniture:
	i. Revolving chairs height adjustable, medium-back with hand-rest in the Control room, Radiologist room and viewing area. – 4 NO.S
	ii. Chairs for patient waiting area – Three seater (chrome plated). - 10 NO.S
	iii. Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement. – 3 NO.S
	iv. Drug trolleys for patient preparation area.- 1 NO.
	v. Patient trolley with rubber foam mattress to be kept in the patient preparation room.
	vi. Tables for Workstation and Radiologist in reporting room.- 2 NO.S
	vii. Changing rooms should have change lockers and dressing table.
	viii. Dustbins (plastic with lid) to be provided as required.
	ix. All the rooms in the complex will be signposted. Sun film & ventilation blinds / curtain will be put up in all windows.
	a. All furniture items should be of standard make as mentioned in the table below.
i)	Miscellaneous:
	1 Reporting room should have LED X-ray Film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size. – 2 no.s
	2 Cabling of Network (LAN) connectivity for camera system, console system, workstation and computers etc
	3 Broadband connection: for REMOTE SERVICE of MRI system.
	4 Dry chemical power type fire extinguisher of 5kgs capacity, with initial filling in brand new cylinder with power coated finish, fitted with Gun metal union, high pressure CO2 gas cartridge, discharge hose, wall mounting bracket etc. complete, confirming t IS:2171 of approved make & complete as directed by EIC.

Item no-2**Digital Mammography**

	General description: Large field of view digital mammography system for general screening, diagnostics and interventional applications.
	The system should consist of:
1	large field digital flat panel detector
2	Ergonomic examination gantry designed for mammography applications with motorized movements
3	integrated digital acquisition system with user console and flat panel monitor
4	Single track dual focus mammography X-ray tube with additional beam filters and automatic collimator
5	High frequency generator
6	Exposure control system and selectable dose modes
7	Radiation shield and a mammography image receptor grid
8	motorized compression device and compression paddles
9	FFDM based stereotaxy availability
10	Upgradable to advanced applications
11	Magnification device
	TECHNICAL SPECIFICATIONS
1	X-Ray Generator
	High frequency generator type
	5.0 kw or more generator power
	kV range: 20 to 35 or more in 1 kV steps
	mAs range: 3 to 500
	mA range: up to 100 or more
	Exposure monitoring generator and tube load pre- exposure display of the exposure parameters
	Displayed parameters kV, mAs, target filter, density selection Auto record of the exposure parameters for each mammogram
2	X-Ray tube
	Dual focus x-ray tube with small focal spot: 0.1 mm
	Spot size large focal spot: 0.3 mm
	Rotating Anode
	Anode heat storage capacity >150 KHU or more
	Anode heat dissipation: 40 KHU/min
	Beam or Target filter materials: mention the materials used.
	Tube heat monitoring system / device/ program
	Tube current large focal spot (25-30kV): -100 mA
	Tube current small focal spot (25-30 kV): 40mA
3	Gantry assembly
	Isocentric system
	Motorized rotation and vertical movement
	Dual speed movements
	Rotation angle: +180 to -165 degree
	Distance floor to image receptor:-65 to 150 cm

	Source to image receptor distance (SID) : 62 cm or better
	Wheelchair access
	Face shield
	Compression force display
	Pair of dual foot- pedals
	Automatic decompression after exposure
	magnification stand with dedicated paddles
	Magnification: 1.5
	Magnification: 1.8
	Motorized compression force: 0 to 200 newtons
	Manual compression force: up to 270 newtons
	Large paddle
	Regular 19 x 23 sliding paddle
	Spot sliding compression paddle
4	Exposure control
	Both manual and Auto mode (Automatic Technique selection) Should be available
	Parameters controlled: kV mAs, filter
5	Automatic technique selection
	Parameters: Anode track, filter, kV mAs, Virtual cell and dose should be chosen automatically
	Different modes should be available for selection
6	Collimator
	Beam filter: Mo and Rh
	Light beam intensity (Lux)> 300
	FOV can be modified manually and can also be selected automatically based on the paddle and magnification platform
7	Flat panel detector
	3rd generation Mamography machine suitable for reconstructive algorithm for optimal Tomosynthesis (3D) viewing.
	Specify detector material (Amorphous Se or others) and detector type (Direct or independent type)
	Detector size:- 24 x30 cm
	Pixel size: 100 um or less
	DQE at OLP/mm: 60%
	DQE at 5LP/mm : 29%
	Image depth>=14 bit
	Operating temperature: - 15 to 35 degrees Celsius
8	Digital acquisition system
	Local storage capacity:8000 images & more
	Preview image: <16 seconds
	LCD image monitor
	High luminance LCD: up to 500 cd/m ²
	Image annotation
	Measurement functions
	Automatic dose (Skin dose and average Glandular Dose) annotation Automatic windowing
	Multi format display
	Zoom and roam
	Image invert

	Print layout for multi format printing
	Integrated CD R/W
	Thickness equalization (image harmonization)
	Fine view (improved conspicuity)
	Integrated quality Assurance program
	Repeat reject analysis
9	Connectivity
	Autosend (Autopush)
	Autoprint
	Autodelete based on storage commitment
	DICOM SEND (storage provide)
	DICOM storage commitment (storage commitment user)
	DICOM Work list (Modality work list user)
	DICOM Query/ Retrieve user
	DICOM Print (basic grayscale print user)
	Verification service (verification provider)
	DICOM CD
10	Printer interface
	Basic Grayscale print user
	Validated printer list for hardcopy diagnostic
11	Grid/ Breast support assembly
	Grid ratio:5:1
	Removal and installation of the grid/ breast support motorize
	Low attenuation carbon fiber support
12	Accessories included
	Pair of dual foot pedals
	Radiation shield with 0.3 mm Pb equivalent at 49 kV
	Face shield
	Large paddle- 24x31cm
	19x23 cm sliding paddle
	Spot sliding compression paddle
	Remote service modem
	Quality control toolkit
	User manual and technical documentation
	UPS for power supply & backup of 60 minutes.
13	Display workstation
	Mammography diagnostic workstation
	Two high contrast and resolution 5 MP LCD B & W monitors
	Multi-modality viewer to integrate with PACS and to view DICOM images from other modalities.
	Customizable having protocols
	Dedicated mammography keypad
	Customizable functions buttons
	Patient list management tool
	User selectable auto contrast modes
	On line storage capacity for > 15000 images

	Is the hard disk capacity expandable
	Image retrieval time to display (4 Views) : <4 seconds
	RAM: minimum 2 GB
	Quadrant glass
	Flip, Rotate, Invert
	Annotations and graphics
	Measurements
	Zoom and roam
	Brightness and contrast
	Print screen
	Contrast enhancement processing
	Internal DVD-ROM drive
	DICOM storage SCU/SCP
	DICOM Query/ Retrieve SCU/SCP
	DICOM Print Storage commitment SCU
	DICOM Print (Color and B&W)
	DICOM Media interchange
	TCP/IP network layer
14	FFD based stereotaxy Unit
	Biopsy table for patient positioning during stereotaxy in Decubitus or prone position. It must have motorised longitudinal, transverse and vertical movements. It should also have locking facility. Mention the type of detector used for stereotaxy biopsy. Table should be FDA/ CE approved.
15	CAD Solutions-
	CAD solution should be FDA/ European CE approved. Kindly confirm availability of Breast Density Assessment software
16	System should have tomosynthesis as a standard. Attach catalogue of tomosynthesis product data and images.
	System should be available / upgradable to contrast enhanced mammography
17	System should be upgradeable to contrast enhanced mammography.
18	Dry view camera: 500 DPI or more.
19	It should be possible to perform biopsy in sitting and decubitus /prone positions.

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

Five years Comprehensive Warranty **unless otherwise specified in special condition of contract (SCC) or as mentioned in Technical Specification (Section VII)** of the TE document for complete equipment (including X ray tubes, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/ Institution/ Medical College/ Organisation/Consignee/ User.

2. After Sales Service:

After sales service centre should be available at the city or nearby city of Hospital/Institution/Medical College/Organisation/Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within **48 hrs**. The service should be provided 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. If the manufacturer /agent do not have the service centres in India they will have to set up the same within 45 days after award of contract.

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 consignee.

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 as mentioned in the Technical Specification (Section VIII) for complete equipment (including X ray tubes, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any).

The price quoted shall remain firm and fixed during CMC period.

b) The consignee will enter into CMC with the supplier at the rates as stipulated in the contract three months prior to the completion of warranty period. A security deposit in the form of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment, valid for a period till 2 months beyond the expiry of CMC period shall be furnished within 21 days of award of CMC. The performance security submitted against the order for main equipment shall be forfeited if security deposit for CMC is not furnished within the above said period.

Turnkey:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Turnkey details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Hospital/Institution/Medical College. **The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.**

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 duties and taxes and no claim for the same will be entertained later. The Turnkey Work should completely comply with AERB requirement, if any.

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

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last **Five** years from the date of Tender Opening, at least 50% of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.
02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 50% of the quoted quantity of similar equipments which is functioning satisfactorily, any where in India of the same manufacturer.

Note:

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.
The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory **Performance cum installation Certificate** in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.
2. The Tenderer shall furnish a brief write-up, packed 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/Consignee)	Order number and date	Description of ordered goods and services	Quantity of ordered goods	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	9

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 duly notarised certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money and or performance security furnished will be forfeited. Such certificates from a third party or middleman other than actual end user will not be accepted. The satisfactory performance implies working satisfactorily without any complaint since the date of installation, commissioning & handing over to the end user as per the standard format enclosed.

Section – X
TENDER FORM

Date_____

To

SVP (GB)

HLL Lifecare Limited, Procurement and Consultancy Division
B-14A, Sector -62, Noida -201307, Uttar Pradesh

Ref. Your TE document No. _____ dated _____

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, 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 statutory Authorities as per govt. rules/procedures.

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

SECTION – XI PRICE SCHEDULE**A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1	2	3	4	5							6
				Price per unit (Rs.)							
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Transportation, loading/ unloading and Incidental costs till consignee's site (d)	Insurance charges for a period including 3 months beyond the date of delivery (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)

Total Tender price in Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section-XI – Price Schedule C

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5										
				Price per unit (Currency)										
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	Gross FOB price at sea/air port of Lading (inclusive of Agency Commission)	Amount and percentage of Agency Commission **	Net FOB (excluding Agency Commission) (a-b)	Insurance & Freight	Net CIP by Air/Sea at the port of entry (c+d)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable) **	Custom Clearance & Handling Charges **	Loading/unloading, inland transportation, insurance as per Clause 11 of GCC & incidental cost till consignee's site **	Installation commissioning, supervision. Demonstration & training at the consignee's site **	Unit price on DDP basis at consignee's site	
													(A) In foreign currency (e)	(B) In Indian Rupees (b+f+g+h+i)
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j) = (A) + (B)	

** to be quoted in Indian Currency

Total price at Consignee's site

(A) In foreign currency : column (4 x e) _____ (In figures and words) plus
 ** (B) In Indian Rupees : column 4 x (b+f+g+h+i) Rs _____ (In figures and words)

Note: -

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
2. The bidders break up of prices under various columns are for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.
4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.
5. The prices quoted in foreign currency in column (e) shall be converted in Rupees at the rate of exchange applicable on the date of price tender opening. The Custom duty at a uniform rate of 16.27% on net CIP value in rupees will be added to CIP price for evaluation and equitable comparison of tenders on DDP basis.

Place: _____

Date: _____

Name _____

Business address _____

Signature of Tenderer _____

Seal of Tenderer _____

C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

5 YEARS ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT TO BE QUOTED IN THE SAME FORMAT

1	2	3	4					5
Item Sl. No.	Brief Description of the Goods	Quantity (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 5 Years[3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

* After completion of Warranty period

NOTE:-

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
2. 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.
3. Cost of CMC will be added for Ranking/Evaluation purpose.
4. The payment of CMC will be made as per clause GCC clause 21.1 (D).
5. All software updates should be provided free of cost during CMC period.
6. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

D) PRICE SCHEDULE FOR TURNKEY

Item Sl. No.	BRIEF TURNKEY DESCRIPTION OF GOODS	Turnkey price

Note: -

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum 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.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

Name_____

Business Address_____

Signature of Tenderer_____

Seal of the Tenderer_____

Place: _____

Date: _____

**SECTION – XII
QUESTIONNAIRE**

Fill up the Section XX – 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:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - b) fails or refuses to accept/execute the contract.
 - or
 - c) 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 of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

To

SVP (GB)

HLL Lifecare Limited, Procurement and Consultancy Division
B-14A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sirs,

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 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 than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note : 1. This letter of authorisation should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.

SECTION – XV

A) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

**To
SVP (GB)
HLL Lifecare Ltd.,
B-14A, Sector 62, Noida-201 307**

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 30 (thirty) 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

b) BANK GUARANTEE FORM FOR CMC SECURITY

To
Head of Hospital/Institute/Medical College

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 30 (thirty) 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

**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:

Item Sl. 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
4. Warranty clause
5. Payment terms
6. 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 MAINTENANCE CONTRACT (as applicable)

Annual CM Contract No. _____ dated _____
 Between _____

(Address of Head of Hospital/Institute/Medical College)
 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
Item No.	Brief Description of Goods	Quantity (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

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 98% 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 6 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/Consignee.

- 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/
Institute /Medical College's authorised
official)

**(Signature, name and address
of Hospital/Institute/Medical College'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: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee’s authorized representative)

The following store(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
Proforma of 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/Transporter:** _____

(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:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

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/Consignee in respect of the installation of the equipment(s)/plant(s).

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:

He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

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/Consignee in respect of the installation of the equipment(s)/plant(s).

Training of personnel has been done by the supplier as specified in the contract

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

DETAILS OF SHIPPING ARRANGEMENT FOR LINER CARGOES IN RESPECT OF C&F/CIF/TURNKEY/F.O.R CONTRACTS FOR IMPORTS

1. SHIPMENT FROM PORTS OF U.K INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF MEDITERRANIAN (I.E. FRENCH WESTERN ITALIAN PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the 'Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference, Conferity House, East Grinstead, Sussex (UK), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s Schenker & Co., 2000-Hamburg (Cable: SCHENKER CO., HAMBURG) OR obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Surface Transport, (TRANSCART), New Delhi.

2. SHIPMENT FORM PORTS OF U.K. INCLUDING NORTHERN

Goods under this contract would be shipped by the national shipping companies of the Contracting Parties operating bilateral shipping service and vessels under the flag of third countries in accordance with the Agreement between the Government of German Democratic Republic and the Government of the Republic of India in the Field of Merchant Shipping signed on 9.1.1979, as amended up-to-date.

3. ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

The seller should arrange shipment of the goods by vessels belonging to the following Indian member lines;

1. The Shipping Purchaser of India Ltd.
2. The Scindia Steam Navigation Co., Ltd
3. India Steamship Co., Ltd

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

The seller should arrange shipment through the Government of India's Forwarding Agents M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Surface Transport, (TRANSCART), New Delhi.

4. SHIPMENT FROM POLAND & CZECHOSLOVAKIA

(i) IMPORTS FROM POLAND

Shipment under this contract would be made by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding Shipping Co-operation dated 27.6.1960 as amended up-to-date.

(ii) IMPORTS FROM CZECHOSLOVAKIA

Goods under this contract would be signed by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement Co-operation in shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangement should be made by the Sellers in consultation with Resident Representative of the Indian Shipping Lines in Gdynia, Co., Morska Agencja W. Gdyniul, Pulaskiego 8, P.O. Box 246, Gdynia (Poland) – Telex : MG PL. 054301, Tel.: 207621, to whom details regarding contract number, nature of cargo , quantity, port of lading, discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, (Chartering Wing), New Delhi, (Cable: TRANSHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

5. SHIPMENT FROM U.S.S.R

Shipment under this contract should be made in accordance with the agreement between the Government of the Republic of India and the Government of U.S.S.R on Merchant Shipping 1976, as amended up-to-date, by vessels of Indo-Soviet shipping Service.

6. SHIPMENT FROM JAPAN

The shipment of goods should be made of India vessels to the maximum extent possible subject to the minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo to whom details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

Note: The copies of such contracts are to be endorsed both to the Attached (commercial) embassy of India in Japan, Tokyo, and the shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi.

7. SHIPMENT FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels, the seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Purchaser of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay – 400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

8. SHIPMENT FROM PAKISTAN

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50 %.

Shipment arrangement should be made by the sellers in consultation with M/s Mogul Line Ltd., 16-Bank Street, Fort, Bombay – 400023 (Cable: MOGUL BOMBAY; Telex: 011 – 4049 MOGUL), to whom, details regarding contract number, nature of cargo, quantity, port of lading discharging, name of government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

9. SHIPMENT FROM U.S ATLANTIC & GULF PORTS

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India – Pakistan – Bangladesh – Ceylon and Burma Outward Freight Conference. If the Seller finds that the space of the ‘Conference Lines’ vessels is not available for any specific shipment he should take up with India – Pakistan- Bangladesh – Ceylon and Burma Outward Freight Conference, 19, Rector Street, New York, N.Y. 10006 USA, for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

10. SHIPMENT FROM ST. LAWRENCE AN EASTERN CANADIAN PORTS

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines;

1. The shipping Purchaser of India Ltd.
2. The Scindia Steam Navigation Co., Ltd

If the Seller finds that the space in the vessels of these Lines is not available for any particular consignments, he should inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be sought.

11. SHIPMENT FROM WEST COAST PORTS OF U.S.S CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of lading, discharging, name of government consignee, expected date of readiness of each consignment etc. to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159) at least six weeks in advance of the required position.

B) BILLS OF LADING:

(i) C.I.F./C&F/TURNKEY SHIPMENTS

The Bills of lading should be drawn to indicate Shipper and ‘Consignee’ as under:

SHIPPER: The C.I.F (C&F)/TURNKEY SUPPLIERS concerned.

CONSIGNEE: As per consignee's particulars in the contract (The name and address of the 'Port Consignee' and 'Ultimate' both should be indicated).

(ii) F.O.R SHIPMENTS

The Bills of lading should be drawn indicating shipper Consignee as under:

SHIPPER: The F.O.R suppliers Concerned

CONSIGNEE: Supplier's Indian Agent on order

Note:

1. Moreover the name of the 'Purchaser' and 'Ultimate' Consignee should appear in the body of the Bills of Lading as the 'Notify' or as a remark.
2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to The Shipping Co-ordination Officer, Ministry of surface Transport (Chartering Wing), New Delhi after the shipment of each consignment is effected.
3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used the cost of additional. Insurance, if any, shall be borne by the seller.

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

Sl. No.	Activity	Yes/ No/ NA	File name	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted item(s)?			
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 165 days from Techno-Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney/ Partnership Agreement in favour of the signatory attested by a Notary Public?			
3.a	Are you a SSI unit, registered with NSIC under Single point registration Scheme or registered with DGS&D for the quoted items? If so, have you enclosed a copy of the registration certificate?			
b.	Are you enlisted with DGS&D as Indian Agent under the compulsory Enlistment Scheme of Ministry of Finance, Govt. of India? If so have you enclosed a copy of the enlistment certificate?			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			

Sl. No.	Activity	Yes/ No/ NA	File name	Remarks
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 from the end users in respect of all orders mentioned in the Proforma for performance statement in Sec. IX of TE document.			
b.	Have you submitted copy of the supply order(s) and installation report?			
6.a	Have you submitted manufacturer's authorization as per Section XIV?			
b.	Have you submitted a copy of the agreement between you and your Principal as per clause 14 of GIT?			
7.a	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Bid as per Section XI?			
b.	Have you submitted with your Price Bid your Principal's /Manufacturer's Original Proforma Invoice indicating FOB value and Indian Agent Commission			
8.	Have you kept validity of 120 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?			
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?			

Sl. No.	Activity	Yes/ No/ NA	File name	Remarks
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.a	Have you fully accepted payment terms as per TE document?			
b.	Have you accepted “terms of delivery” as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you confirmed that the terms of delivery shall be “Delivery at Consignee Site” ?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted the Annual Comprehensive Maintenance Contract (CMC) as per TE document?			
16.	Have you accepted all other terms and conditions of TE document?			
17.a	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
b.	Have you given “write up” as asked for in Qualification Criteria (Section IX) under Note 2 ?			
18	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
19	Have you submitted the certificate of incorporation?			

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.

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- 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. Non submission of the above information/documents makes the bid liable to be ignored without any further reference to the Bidder.**

(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 – XXI

Consignee Address

**REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL
Lamphelpat, Imphal – 795004
[Under Ministry of Health & Family Welfare, Government of
India]**

**NB: The consignee will ensure timely issue of , CDEC, Octroi Exemption
Certificates, Road Permits & Entry Tax Exemption Certificates,
wherever applicable, to the suppliers against request from the
supplier.**