

# **e-TENDER ENQUIRY DOCUMENT**

FOR PROCUREMENT OF  
**Modular Operation Theatre and Integration part**  
FOR  
GOVERNMENT MEDICAL COLLEGE & HOSPITAL, NAGPUR  
UNDER PMSSY PHASE II

**HLL/PCD/PMSSY-II/NAGPUR/04-RT/15-16**



BY

**HLL Lifecare Limited**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

**Procurement & Consultancy Services Division**

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**SECTION I**

**NOTICE INVITING TENDERS (NIT)**  
**For Tender from**  
**HLL Lifecare Limited**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
 Procurement & Consultancy Services Division  
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FOR  
 GOVT. MEDICAL COLLEGE, NAGPUR

**Tender Enquiry No.: HLL/PCD/PMSSY-II/NAGPUR/04-RT/15-16**

**Dated 16.09.2015**

**NOTICE INVITING TENDERS (NIT)**

Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Govt. Medical College & Hospital, Nagpur, invites sealed tenders, from eligible and qualified tenderers for supply, installation, commissioning of MOT and Integration part for five years for the college under PMSSY – II Scheme:

Sch No.	e-Tender Ref.No (Event No.)	Brief Description	Qty.	EMD (Rs.)
1	3000000309	Modular Operation Theatre	7	18,50,000
2	3000000310	OT Integration part	3	4,00,000

(2) **Tender No.: HLL/PCD/PMSSY-II/NAGPUR/04-RT/15-16**

Sl. No.	Description	Schedule
a	Cost of the Tender Enquiry Document	Rs. 50,000/- ( Rs. Fifty Thousand Only)
b	Pre-bid meeting date , time & Venue	23.09. 2015, 1100 hrs IST , HLL Lifecare Limited, , Procurement & Consultancy Services Division, B-14 A, Sector- 62, Noida-201307
c	Closing date & time for submission of tender fee and EMD in physical form	14.10.2015, 1700 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	Closing date & time for submission of online bids	16.10.2015, 1700 hrs IST

Sl. No.	Description	Schedule
	ii) Closing date & time for physical submission of bids (Price bid shall only be uploaded online; All other technical and commercial documents uploaded in the e-portal are to be submitted manually)	17.10.2015, 1300 hrs IST
e	Time and date of opening of online bids	17.10.2015, 1400 hrs IST
f	Venue for :- Submission of tender fee, EMD in physical form. E-Tender Opening-Tech Bid	HLL Lifecare Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

### **SPECIFIC Instructions for e-Tender Participation:-**

3. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
4. Bidders are requested to read the Bidders Help Document on e-tender web site link before proceeding for bidding.
5. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. The video tutorials on the process to be followed for **New Bidder Registration** and **Certificate Export** are available under Bidder Help Documents. On completion of the registration process, the Tenderer will be provided with user ID and password within 7 working days (excepting non-working days). In order to submit the Tenders electronically Tenderer are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption keys).  
Bidders are requested to register for issue of User ID and Password well in advance in order to avoid last minute rush.
6. Post receipt of User ID & Password, bidders can log on for downloading & uploading tender document.
7. The tenderers shall submit tender fee, EMD and technical & commercial documents (techno-commercial bid as uploaded in e-portal) in physical form at the scheduled time and venue.
8. Tenderer may download the tender enquiry documents from the web site [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal>.
9. The submission of online tender can only be done through <https://etender.lifecarehll.com/irj/portal>
10. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
11. 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. 50,000/-) 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 14.10.2015, 1700 Hours (IST). Submission beyond stipulated date & time would result in REJECTION of BID.**

**Head (P&CD)  
HLL Lifecare Limited**

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

### **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 Govt. Medical College & Hospital, Nagpur
- ii) "e-Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online. And "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / e-Tenders.
- iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- iv) "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.
- v) "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.
- vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- vii) "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.
- viii) "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.
- ix) "Consignee" means the Hospital / 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.
- x) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- xi) "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.
- xii) "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
- xxviii) "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.

## 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, *interalia*, 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 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

### **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. TENDER ENQUIRY DOCUMENTS**

### **8. Content of Tender Enquiry Documents**

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

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV-A & B – 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 – Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- 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 writing by registered/speed post or by fax/telex/e-mail, 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 same is received by the purchaser ON OR BEFORE THE 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 TENDERS**

### **11. Documents Comprising the Tender**

- 11.1 The tender shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:
- (i) Tender Fee, EMD (Physical form)
  - (ii) Technical Bid (Both online and physical)
  - (iii) Price Bid (Only online).

### **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. The same documents should be submitted in physical form on or before the mentioned date and time.**

**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.

**B) Price Tender:**

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. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.**

**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.
- The bidders have to quote for the complete schedules while quoting. Say if the bidder is quoting for MOT, the bidders has to quote for the entire quantity. Otherwise the bid will be rejected.**
- 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 along with applicable discounts (if any). 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.
- 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:
- 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;
  - Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
  - Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from ware house to the consignee site for a period including 03 months beyond date of delivery.
  - 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.
- 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/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) Freight and insurance charges.  
The price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List
- c) The charges for 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. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- d) The charges for Incidental Services, as in the 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.

13.5 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 reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 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 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. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.

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:

The Purchaser will pay the Customs duty wherever applicable.

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.

### **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.
- c. 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 as laid out in section VII (Technical specifications).
- e. Principal/ manufacturer's original proforma invoice with the price bid

## 15. Firm Price

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

## 16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

**16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. It may also be noted that Principal OEM cannot authorize more than one agent for a particular product in a particular tender.**

## 17. Documents Establishing Tenderer's Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV-A & B 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 A (i) 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. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. 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).

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 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 commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

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.



19.8 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 and the same should be submitted along with the bid.

## 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 tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the 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, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the 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 (both technical and price bids) and in physical form (technical bid only).

(i) Pre-qualification and Technical compliance as per following documents (**Online submission and physical 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.
- l) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- m) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.

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

- 22.2
1. The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
  2. 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.
  3. The bidder should submit the original proforma invoice from the foreign manufacturer along with the price bid.
  4. The bidder should not quote in Indian Rupees any foreign products, which are not already imported at the time of submitting the tender. Price bid in INR, if the product is not imported in India will not be considered and will be ignored.

### **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 before the end date & time.

## **E. TENDER OPENING**

### **25. Opening of Tenders**

25.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the 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. 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 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 Deleted
- 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 rejected.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- i) **The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).**
  - ii) Tender is unsigned.
  - iii) Tender validity is shorter than the required period.
  - iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
  - v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV-A & B.
  - vi) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
  - vii) Deleted
  - viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
  - ix) Poor/ unsatisfactory past performance.

- x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- xiii) Tenderer has not agreed for the delivery terms and delivery schedule.

Violation of any of the conditions mentioned in GIT Clause (22.1 (i) (1 & m)) and 22.1(ii) (3 & 4) will make the bid non-responsive

## **28. Minor Infirmary/Irregularity/Non-Conformity**

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, , the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax 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.

## **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. Discrepancy between original and copies of Tender**

30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

## **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 and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

### **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 on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation. **“Net Present value (NPV) of the Comprehensive Annual Maintenance charges (CMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum.**

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

35.1 Further to GIT Clause 34 above, the 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, 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.

35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1<sup>st</sup> April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall

enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

### **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, interalia, 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" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in

the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

#### **41. Notification of Award**

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/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 thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

#### **42. Issue of Contract**

- 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/Consignee by registered / speed post. **The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per price quote) within 21 days from the date of NOA.**
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignor wise.

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

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

#### **44. Return of E M D**

- 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 namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the 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 anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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)**

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

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) for 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. For technical bid, all document(s)/information(s) shall be submitted both online and in physical form.
- (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. The bidder should however ensure the clarity and legibility of the text.
- (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 upto 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & name the files in a way, which describes the contents.

**SECTION - IV****GENERAL CONDITIONS OF CONTRACT (GCC)****TABLE OF CLAUSES**

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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, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

### **4. Country of Origin**

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

### **5. Performance Security**

- 5.1 Within thirty (30) 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:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt 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. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 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 including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages 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:

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

## **8. Inspection, Testing and Quality Control**

- 8.1 The purchaser and/or its nominated representative(s) 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 and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/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 the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, 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 suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”

- 8.7 Goods accepted by the purchaser/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, Bureau Veritas, TUV 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 and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

#### **10. Transportation of Goods**

##### **10.1 Instructions for transportation of imported goods offered from abroad:**

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

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

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

#### **11. Insurance:**

##### **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 arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 6 months after the receipt of goods by the Consignee.

- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 6 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 6 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

## 12. Spare parts

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/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
- v. Running, operation and maintenance of goods supplied

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

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

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

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 / courier (or as instructed in the contract):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Certificate of origin;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) 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 registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (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) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV prior to despatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival.

## 15. Warranty

**The supplier is to assure uninterrupted service without compromising OT/ICU**

15.1 Complete system including labour & spares should have comprehensive onsite warranty for five years; commencing from the date of issue of installation certificate by the institute. Post guarantee annual comprehensive maintenance contract (CMC) to cover



main equipment/ civil construction including all accessories supplied with the unit should be quoted separately for additional five years with year wise break up. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The price comparison shall be made taking into account on basic price and post warranty CMC.

- Incremental Cost (if any) for, up gradation, if required, should form part of the contract for the Warranty and Post Warranty period.
  - The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire turnkey system being offered, at short notice during the warranty and post warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within 1 hour's notice.
  - If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
  - If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
  - All faults appearing and their rectification shall be periodically advised to the hospital, the period being not more than a month.
  - Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
  - The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.
  - 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.
- a. The **warranty** shall remain valid for 60 months from the date of installation & commissioning with a regular up gradation of newer technology as and when evolved followed by a CMC for a period of 5 (Five ) Years for all the equipments 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.
- b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- c. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work

15.2 No conditional warranty will be acceptable.

- a. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
- Any kind of motor.
  - Plastic & Glass Parts against any manufacturing defects.
  - All kind of sensors.
  - All kind of coils, probes and transducers.
  - Printers and imagers including laser and thermal printers with all parts.
  - UPS including the replacement of batteries.
  - Air-conditioners
  - All kinds of painting, civil, HVAC and electrical work

- b. Replacement and repair will be under taken for the defective goods.
  - c. 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 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 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.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.
- 15.11 The supplier has to run, maintain and operate the MOT system for 5 years from the date of installation. The detailed scope of work is attached with the technical specification.

## **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.

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:**

Seventy (70%) payment of the delivered goods 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) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Manufacturer's warranty certificate

**b) Twenty (20%) payment of the delivered goods price shall be paid on installation and commissioning upon submission of following document:-**

Installation and commissioning certificate in original issued by the consignee

**c) On Acceptance:**

Balance Ten (10%) payment of the delivered goods value would be made against 'Final Acceptance Certificate' (FAC) 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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

- d) Payment of Other services, installation commissioning charges:-** Payment of other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee.

**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 Shipment:**

Seventy (70)% 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 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (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, BUREAU VARITUS and TUV prior to despatch.

- b) Twenty (20)% 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 the following document

**i) Installation and commission certificate issued by the end user**

**c) On Acceptance:**

Balance payment of 10% of net CIP price of goods would be made against 'Final Acceptance Certificate'(FAC) 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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

- d) **Payment of Incidental Costs till consignee site & Incidental Services** (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

**e) 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.

**C) Payment of Turnkey, if any:**

Turnkey payment will be made to the bidder/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.

**D) Deleted**

**E) Payment for Annual Comprehensive Maintenance Contract Charges:**

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

21.2 The supplier shall not claim any interest on payments under the contract.

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.4 Irrevocable & non – transferable LC shall be opened by the 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/consignee, 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 Final Acceptance Certificate 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. Delivery

- 22.1 The supplier shall deliver 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 the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security and
  - (ii) 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, interalia 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 or install /commission 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, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/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, 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 which 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 dispute or difference 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. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). 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 lakhs (Rs. 1,00,000/-)
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., 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 about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

### 33. **General/ Miscellaneous Clauses**

33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.

33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.

33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

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

**SECTION – V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

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

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

Sch No.	Equipment Name	Consignee Name	Qty.	Warranty required
1	Modular Operation Theatre	Govt. Medical College & Hospital, Nagpur	7	5 years
2	OT Integration part	Govt. Medical College & Hospital, Nagpur	3	5 years

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

120 days from date of Notification of Award to delivery, installation and commissioning at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period). 120 days is inclusive of installation and commissioning.

**b) For Imported goods directly from foreign:**

120 days from the date of opening of L/C. (Tenderers may quote the earliest delivery period). 120 days is inclusive of installation and commissioning.

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

<b>Note: Deleted</b>
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**Part III: Scope of Incidental Services:**

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13.

**Part IV:**

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

**Part V:**

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance.

**Part VI:**

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

**Part VII:**

**Required Terms of Delivery and Destination.**

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

At Consignee Site(s)

**b) For Imported goods directly from abroad:**

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

The shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XIX.

**Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 6 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 A (iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.
- Note 2:** General: Bidders are requested to make sure that they should attach the list of 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 Centres across the country on every preventive maintenance call.
- Note 3:** Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

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

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

## TECHNICAL SPECIFICATIONS

### SCHEDULE NO. 1

### Technical specification for Modular operation Theatre

#### MODULAR OPERATION THEATRE

#### **I RESPONSIBILITY OF BIDDER**

- a Bidder shall be responsible for complete design, construction, testing and commissioning of modular operation theatres based on seamless integration with modular concept.
- b Bidder shall execute all required civil, electrical and peripheral lighting, plumbing, air-conditioning system (Ducting inside the OT), fire safety, demolition and other works as may be required for complete installation and trouble-free functioning of the operation theatres as a part of the 'turnkey work'.
- c The bidder shall be responsible for the complete works including the submission of Working Drawings, and walk through view.
- d Bidder shall be responsible for installation and commissioning of medical equipment in coordination with hospital authorities.
- e The bidder should provide UPS power supply in OT complex.
- f Bidder shall be responsible for free maintenance of modular operation theatres during warranty period.
- g Bidder shall be responsible for commissioning of Medical Gas lines, Pendants, LED OT Light and Gas outlets for the OTs.
- h Gas pipeline upto the operation theatres is already available at GMC, Nagpur. Bidders should use the same for installation new pipeline and outlets.
- i Bidder shall be responsible for maintaining suitable air conditioning inside the operation theatre(Ducting inside the OT). MOT Bidder shall provide a control panel for regulating temperature & RH in the OT. The bidder will be responsible for the integration of this control panel with the Hospital AHU.
- j Bidder should provide factory test certificates for the material user for the construction of modular theatres.
- k Bidder should supply complete set of part manuals, service manuals for all the systems and subsystems to be supplied.
- l End users have to be trained for a week by the engineers from Original Equipment Manufacturer (OEM).
- m Final electrical safety test, system test, and calibration should be done by authorized persons using calibrated test equipments.
- n OEM or his authorized agent should post a trained engineer who should be available at site or should reach the site within 24 hrs of raising a service call.

#### **SCOPE OF WORK**

The turnkey work includes all modifications to the built up space provided at the hospital site including Installation of Medical Equipment, Communication Systems, civil modifications, electrical works, plumbing works, interior decoration, air conditioning ducting and other related works of the Operation Theatre required for the smooth and efficient functioning of the centre. These works shall comply with all relevant safety and standards guidelines. The vendor is fully responsible for installation and commissioning of all equipment mentioned in the tender. Bidders are strongly advised to visit the site for assessment before the submission of tender offer.

Turn Key Job to be provided by the Bidder

- 1 Commissioning and installation of Stainless Steel wall panelling and PVC flooring.
- 2 Installation of laminar flow.
- 3 Ceiling in all areas.

- 4 All cable trenches and railings wherever required.
- 5 All electrical accessories like cable wire, electrical outlets, switches, etc should be fire proof, of reputed make, certified for electrical safety.
- 6 Bidder has to provide hatch box, storage shelves, scrub basin and other service areas as mentioned in the bid.
- 7 Installation and commissioning of all equipment.
- 8 Installation of Pendants.
- 9 Any other necessary work required for satisfactory working of the modular OT and not mentioned.

## **1 WALL PANELING SYSTEM-SS**

- 1.1 The prefabricated Operating Room should be Cladding structure insulated Stainless steel wall panels. Total Panel thickness 50-60mm.
- 1.2 It should be 0.8mm 304 Grade Stainless Steel sandwich panel with core consisting of rigid polyurethane foam, which has been injected under high pressure, with a minimum density of 40 kg/m<sup>3</sup>.
- 1.3 The individual wall panels shall use the tongue and groove technology for joining two panels, no welding should be allowed.
- 1.4 The gaps between panels shall be suitably filled with metal filler/epoxy and sanded flush.
- 1.5 Stainless Steel plate finished to fine grain surface, treated properly to take antifungal paint.
- 1.6 Panelling should be easy to maintain, durable, antistatic/conductive and fire retardant.
- 1.7 Clearance between inner panel and outer wall should be sufficient to allow the maintenance personnel for service. This closed space should be flushed continuously to eliminate dust and bacterial accumulation.
- 1.8 Anti bacterial paint should be coated on the wall.
- 1.9 Bidder should maintain anti-bacterial paint during warranty and CMC period.
- 1.10 Wall elements should be resistant to all standard cleaning agents, disinfectants and fumigation agents.
- 1.11 Panel should be covered with protective sheath to prevent scratch during installation.
- 1.12 It should have minimum number of junction. The junction should be seamless and should be sealed with suitable sealants.
- 1.13 Wall panelling should have proper fire protection.
- 1.14 Bidder should provide factory test certificate for all the material used for wall paneling.
- 1.15 The wall panels should be CE/UL Listed/BIS certified.
- 1.16 Third party test certificate for SS304 from material testing lab (Govt. Authorized)

## **2 CEILING SYSTEM**

- 2.1 The ceiling plates /cassettes should be made up of SS 304 panels with sheet thickness of atleast 1.0mm with matt finish and should be coated with antibacterial paint. It should be from the same manufacturer of wall panel. Total thickness should be 30-40mm.
- 2.2 Support elements: Suspension bracket with tension spring. Material: High quality galvanized or powder coated steel.
- 2.3 Room lighting, air supply inlet, ceiling service units, return air outlets, etc should be integrated with SS metal ceiling system.
- 2.4 The individual panels except those at the edges should be removable individually.
- 2.5 The ceiling material should be CE/ UL/BIS certified.
- 2.6 Anti bacterial paint should be coated on the ceiling.
- 2.7 Third party test certificate for SS 304 from material testing lab. (Govt. authorized)

## **3 LAMINAR AIR FLOW SYSTEM**

- 3.1 The ceiling filtration system should be designed to ensure unidirectional distribution of sterile air of the surgical theatre to ensure the cleanliness of all the area covered by the air flow.



- 3.2 The Laminar flow system should comprise of thick extruded aluminium profiles frame and sealed gasket. The filters installed in the plenum should be suitable for application for laminar flow and clean rooms. These filters should meet following specification.  
Separators : continuous thermo plastic chord  
Sealant : Polyurethane  
Gasket : One piece polyurethane  
MPPS average efficiency: > 99.95%  
3 Micron DOP efficiency > 99.99%  
Final Pressure drop : 600 pa(max)  
Maximum Operating Temp : 60 degree Celsius  
Maximum RH : 40-50 %
- 3.3 The ceiling system should be equipped with “H 14” class HEPA filters position in the ceiling to achieve 0.25m/sec flow at the diffuser.
- 3.4 Filtration Ceiling System holding structure, Filter frames and top plenum should be made of Aluminium/Stainless Steel.
- 3.5 The filtration ceiling system should have diffuser/flow equalizer to achieve uniform & constant air distribution over the whole surface. It should be CE/UL certified.
- 3.6 The air management system should be designed to achieve class 100 with the following parameters:  
Bacteriological class =B (5 CFU/m<sup>3</sup>)  
Particle decontamination kinetics CP =5 min  
ISO 14644/1 classification = ISO 5  
Third party validation by Govt. approved environment lab.
- 3.7 The positive pressure should be maintained inside the OT to prevent contamination due to air from outside the OT.
- 3.8 The supplier should provide test certificate for HEPA filter and laminar air flow systems from the original manufactures.
- 3.9 Size of laminar airflow system should not be less than 8 feet X 8 feet.
- 3.10 Should be CE certified.  
Note: Prospective bidders are advised to collect the information regarding CFM and AHU capacity from GMC, Nagpur. Total flow rate of filter bank shall match the CFM of AHU.

#### **4 EXHAUST AIR CABINETS**

- 4.1 Return air exhaust grill should be provided in the OT.
- 4.2 The exhaust air cabinets should be openable and cleanable.
- 4.3 These cabinets should have suction from bottom and top also.
- 4.4 Designed flow rate should not be less than 1000 m<sup>3</sup>/hr. Distribution of exhaust air volume should be divided between fluff strainers to maintain the required pressure within the theatre without causing turbulence.
- 4.5 The Exhaust air cabinet should be manufactured and supplied by the supplier of wall and ceiling system supplies.
- 4.6 Return air exhaust cabinet should be made from SS304 and should be from the same manufacturer of wall panel. Also it should match perfectly with the ceiling system aesthetically.

#### **5 PVC FLOORING – Imported**

- 5.1 It should be with 2mm antistatic seamless PVC flooring
- 5.2 Floor should be smooth, non-slip, impervious material conductive enough to dissipate static electricity but not conductive enough to endanger personnel from electric shock.
- 5.3 Electrostatic charge dissipation combat PVC seamless flooring of very high quality should be provided.
- 5.4 Thickness not less than 2 mm. Continuous roll should be used and joints should be welded by special PVC thermal welding units using PVC welding bars of same colour.

- 5.5 The sheets should be highly durable with resistance to shock and indentation. It should be scratchproof also. The conductive material should be uniformly impregnated as grains.
- 5.6 It should be inert to body fluids, chemicals and disinfectants. Should not be affected by temperature variation within the OT.
- 5.7 The floor should efficiently discharge electric charges up to 2 kV
- 5.8 Flooring should be done by skilled workers of accredited agencies authorized by the supplier of PVC sheets. The electrical resistance (point to ground) should be within  $2.5 \times 10^4$  to  $5 \times 10^6$  ohms. The floor should not allow build up of electrical charge beyond 100 volts due to antistatic effect. The corners should not be terminated sharply and concealed cove- former (aluminium) should be used to overlap the wall panel to a height of approx.25mm and sealed perfectly and uniformly. Self levelling compounds should be used.
- 5.9 The conductive copper grid laid underneath the PVC sheet should be supported by liquid epoxy compounds allowed to set as a uniform and level surface. The copper strips to be made visible by grinding and no copper strip should project more than 0.5mm above level surface to avoid damage to the PVC sheet. One earthing lead should be brought out from every 150sq.ft area and attaching it to the main earthing strip/ground.
- 5.10 Copper grounding strips (0.05 mm thick, 50 mm width) should be laid flat on the floor in the conductive adhesive and connected to copper strip of grounding. The connection from copper grid should be brought out uniformly at places to form equipotential grid.
- 5.11 Flooring should be mechanically shock proof, scratch proof, flame retardant and anti microbial.
- 5.12 Corners should be uniformly curved
- 5.13 Final surface should be non corrosive to biological fluids and detergents.
- 5.14 Colour should be uniform pleasant and matching with ambience.

## **6 HERMETICALLY SEALED DOORS 2.1m x 1.8m**

- 6.1 This should be a hermetically sealed, single sliding door of 2.1 (H)X 1.8 m(W)
- 6.2 The controller should be capable of being operated by elbow switches/foot switches as well as touch less sensor.
- 6.3 The track should be of stainless steel/Aluminium and the running surface for the top rollers should be suitably angled to reduce resistance to movement.
- 6.4 The door leaf should be hung by means of hard plastic rollers of high quality with double bearing at the top. Rollers should be provided under the stainless steel track to enable smooth and noiseless movement.
- 6.5 Opening and closing of the door should be microprocessor controlled electromechanical movement.
- 6.6 The door material should be of HPL Colour should match the interior and care should be taken to make the leaf strong and light weight.
- 6.7 One should be able to open and close the door effortlessly in case of failure of automatic mechanism.
- 6.8 Door opening handle should be strong and sturdy. Material should be of SS (gloss finish). Should be provided with high quality cylindrical lock.
- 6.9 Door leaf should have high quality synthetic rubber gasket with long life to ensure hermetic sealing (to maintain air pressure differential). Air tightness 99.99% at a pressure of 100KPa.
- 6.10 The finished floor on either side of the door should be perfectly level (maximum permissible difference +1mm).
- 6.11 The overall thickness of the finished door should be 55 to 60mm. The inner part of the door should be filled with CFC free polyurethane foam thickness of 48mm or nearby. (Sealed airtight to prevent further ingress of any microbial organism).
- 6.12 The door and controls should comply with IEE regulation. All motors used should be DC brushless motors with essential isolation from mains.
- 6.13 Door should be with vision window 300 mm x 300 mm with double glazed panels and hermetically sealed motorized roller blind inside.
- 6.14 Noise level should not exceed 60 db.

- 6.15 The starting time after receiving the signal should be adjustable between 0.5 to 20 seconds.
- 6.16 The door controller should be CE marked.
- 6.17 Test certificate for hermetically sealed door frame (factory test certificate) should be enclosed with the pre dispatch documents.

**6a HERMETICALLY SEALED DOORS 2.1mx1.0m (price to be offered separately)**

- 6a.1 This should be a hermetically sealed, single sliding door of 2.1 (H)X 1.0 m(W)
- 6a.2 The controller should be capable of being operated by elbow switches/foot switches as well as touch less sensor.
- 6a.3 The track should be of stainless steel/Aluminium and the running surface for the top rollers should be suitably angled to reduce resistance to movement.
- 6a.4 The door leaf should be hung by means of hard plastic rollers of high quality with double bearing at the top. Rollers should be provided under the stainless steel track to enable smooth and noiseless movement.
- 6a.5 Opening and closing of the door should be microprocessor controlled electromechanical movement.
- 6a.6 The door material should be of HPL Colour should match the interior and care should be taken to make the leaf strong and light weight.
- 6a.7 One should be able to open and close the door effortlessly in case of failure of automatic mechanism.
- 6a.8 Door opening handle should be strong and sturdy. Material should be of SS (gloss finish). Should be provided with high quality cylindrical lock.
- 6a.9 Door leaf should have high quality synthetic rubber gasket with long life to ensure hermetic sealing (to maintain air pressure differential). Air tightness 99.99% at a pressure of 100KPa.
- 6a.10 The finished floor on either side of the door should be perfectly level (maximum permissible difference +1mm).
- 6a.11 The overall thickness of the finished door should be 55 to 60mm. The inner part of the door should be filled with CFC free polyurethane foam thickness of 48mm or nearby. (Sealed airtight to prevent further ingress of any microbial organism).
- 6a.12 The door and controls should comply with IEE regulation. All motors used should be DC brushless motors with essential isolation from mains.
- 6a.13 Door should be with vision window 300 mm x 300 mm with double glazed panels and hermetically sealed motorized roller blind inside.
- 6a.14 Noise level should not exceed 60 db.
- 6a.15 The starting time after receiving the signal should be adjustable between 0.5 to 20 seconds.
- 6a.16 The door controller should be CE marked.
- 6a.17 Test certificate for hermetically sealed door frame (factory test certificate) should be enclosed with the pre dispatch documents.

**7 TOUCH SCREEN CONTROL PANEL**

- 7.1 The control panel should be touch screen panel. This control panel should work as the central control panel for the HVAC controls, instruction board. Touch screen, OT light control. The controller should be capable of adjusting the temp adjustment of +/- 5 Deg with in 5Minutes. It should be European CE or UL Listed.
- 7.2 The touch screen should be wall mounted, stationed in the visibility line of the surgeon and OT staff. The access height should be convenient for the nurse to operate and help/assistant when in need.
- 7.3 The panel should accommodate digital clock and the elapsed time indicator.
- 7.4 The medical gas alarm should indicate high and low gas pressures for each gas service present in the OT including vacuum. This should be supported by audible alarm also. The panel should have an alarm mute (fault annunciation) facility. The sensors (pressure switches) should be at the nearest isolation valve.

- 7.5 Control for general lighting: ON/OFF and dimming controls organized in groups to provide uniform illumination.
- 7.6 Control of the operating light (major and satellite and camera control (on/off and intensity control) should be provided.
- 7.7 Hand free telephone set with memory should be located at one side.
- 7.8 Temperature and humidity control for the room connected to the AHU. (Adjustable from the panel) The controller should be capable of adjusting the temp adjustment of +/- 5 Deg with in 5Minutes wherever separate AHU is provided for each OT .
- 7.9 Digital room pressure indicator in cm of H<sub>2</sub>O or equivalent (signal from pressure sensor shall be provided to indicate pressure differential between OT and outside)
- 7.10 HEPA filter bank differential pressure indicator.

## **8 PRESSURE RELIEF DAMPERS**

- 8.1 Pressure relief dampers or Over flow ports should be provided in each room to prevent contamination of air from clean and dirty areas.
- 8.2 Suitably sized air pressure relief damper should be strategically placed, enabling differential room pressure to be maintained and ensure that when doors are opened between clean and dirty areas.
- 8.3 Counter- weight balancing system should be provided in the PRD to maintain positive pressure inside the operation room.
- 8.4 Air pressure stabilizers should have unique capability of controlling differential pressure to close tolerance. The PRD should remain closed at pressure below the set pressure and should open fully at a pressure only fractionally above the threshold pressure.
- 8.5 The body should be epoxy powder coated as per standard BS colours. High grade electrolyzed steel plate should be used for body and high grade SS304 stainless steel for blades.

## **9 HATCH BOX**

- 9.1 A hatch should be provided in each operation theatre to remove waste materials from the operation theatre to dirty linen area/corridor just adjacent to Operation Theatre.
- 9.2 Each hatch box should be equipped with two doors and the door should be operated electrically/motorised.
- 9.3 The hatch should be designed in such a way that only one door should be opened at one time.
- 9.4 The UV light should be so installed that it is kept on while both the doors are closed. This UV light has to be automatically turned off in case of opening of either of the doors.
- 9.5 Indicators should be provided on both sides of the OT so that door open / close status can be monitored from both sides.
- 9.6 Hatch Box material should be SS304

## **10 DISTRIBUTION BOARD**

- 10.1 All high voltage equipment should be installed in a separate enclosure.
- 10.2 The remote cabinet should house the operating lamp transformers, mains failure relays, UPS, electrical distribution equipment & circuit protection equipment for all circuits within the operating theatre.
- 10.3 All internal wiring should terminate in connectors with screw & clamp spring.
- 10.4 Connections of the clip- on type mounted, on a CE approved rail & labelled with indelible proprietary labels.
- 10.5 Individual fuses or miniature circuit breakers should protect all internal circuits.
- 10.6 Complete schematic drawing with description should be enclosed with the equipment.

## **11 OPERATING LIST BOARD**

- 11.1 One operating list board should be provided in each operating theater.
- 11.2 It should be made of ceramic having magnetic properties and should be flushed to the wall of the operating room.

## **12 X RAY FILM VIEWER**

- 12.1 LED type flat panel X-ray viewing panel should be supplied.
- 12.2 This should comply with relevant electrical safety codes.
- 12.3 This should be a 3 panel viewing screen.
- 12.4 Mounting should be flush with the wall to avoid dust accumulation and growth of organisms between wall and panel.
- 12.5 Body should be of extruded aluminium powder coated black with bacteria resistant and disinfectant resistant finish.
- 12.6 The diffuser on the front panel should be a uniformly lit screen.
- 12.7 Dimming electronic control should be enclosed at the bottom of the cabinet.
- 12.8 Proper spring loaded film clip with rollers should be provided to hold the films firmly and to remove the film without scratches.
- 12.9 Each panel should be able to illuminate films up to 14"x17" size. (Total 3 panels)

## **13 SCRUB STATION**

- 13.1 Compact surgical scrub sink should be designed for use in OT complex providing for pre procedural scrub up. (Double sink combination as suitable).
- 13.2 Each fixture should be fabricated from heavy gauge type 304 stainless steel (minimum thickness 1.5mm) and should be seamless welded construction, polished to a satin finish.
- 13.3 The scrub sink should be provided with a front access panel which should be easily removed for access to the water controlled valve, waste connections, stoppers and strainers.
- 13.4 Hands free operation should include infra red sensors with programmable adjustment.
- 13.5 Thermostatic mixing, valve control should be located behind the access panel and maintain constant water temperature.
- 13.6 Timing should be adjustable to meet individual application requirements.
- 13.7 Provided with infrared sensors, thermostatic control taps with fail safe temperature controls.
- 13.8 All units should have reduced anti-splash fronts.
- 13.9 Knee/foot operated switch should be provided additionally.

## **14 STORAGE UNIT**

- 14.1 The storage unit should be made with 1.50 mm thick stainless steel panels.
- 14.2 It should be continuously ventilated by positive air in the room through ventilation holes provided at the bottom and top of opposite sides.
- 14.3 The shelves should be of welded SS mesh of size 3 mm and grid size 30 mm X 30 mm removable for cleaning.
- 14.4 The storage unit should be divided 2 or more parts and each part should have individual glass doors with high quality locking system.
- 14.5 The overall size should be approx 180 cm X 60 cm X 45 cm

## **15 PENDANTS FOR ANESTHETIST AND SURGEON**

- 15.1 Double arm moveable Pendant for Anesthetist
  - a The Pendants should comply with NFPA 99C/HTM 02-01/DIN. The support arms should be extremely robust and revolve on high quality bearings, so that the pendant head glides smoothly and quickly to any desired position.  
The Pendant should have the following specification:
  - b Double moveable arms (any combination) with total coverage of 1800mm +/- 10% and 330 deg. Horizontal movements for each arm. Vertical movement should be motorized and the arm height should remain to a height greater than 6.5 feet above floor level.
  - c Weight carrying capacity of the arm should not be less than 125 Kgs. should have electromagnetic/pneumatic brakes.
  - d Each arm should be capable of 300-340 degrees of rotation, which can be easily adjusted to suit the desired mode of operation.

- e The pendant should be European CE Certified or US FDA listed under Medical Devices Directive.
  - f The Pendant Service Heads should be modular with minimum 400mm head. The heads should be capable of accepting a range of shelves, and infusion poles or other accessories. The Pendant Heads should support the range of Physiological Monitor Mounting Solutions.
  - g The Pendant Service Heads should be supplied with medical gas terminal units and 15 Amps. Sockets.
  - h Each pendant should have:  
Each pendant should have –  
Oxygen Outlets – 2 nos.,  
Vacuum Outlets – 2 nos.,  
Nitrous oxide – 2 nos.,  
Air(4 bar) Outlets - 2 nos.,  
AGSS outlet - 1 no  
Electrical sockets - 6 nos.  
Shelf with two rails one on each side – 3 no.  
Data socket RJ-45 -2 nos.
  - i The pendants Should be European CE or UL Listed or USFDA or DIN or EN 7936 certified.
  - j Pendant supplier should provide cutouts for Patch Panels in Integrated OTs. (only for integrated OT)
- 15.2 Double arm moveable Pendant for Surgeon
- a The Pendants should comply with NFPA 99C/HTM 02-01. The support arms should be extremely robust and revolve on high quality bearings, so that the pendant head glides smoothly and quickly to any desired position.
  - b The Pendant should have the following specification:
  - c Double moveable arms (any combination) with total coverage of 1800mm +/- 10% and 330 deg. Horizontal movements for each arm. Vertical movement should be motorized and the arm height should remain to a height greater than 6.5 feet above floor level.
  - d Weight carrying capacity of the arm should not be less than 200 Kgs. Should have electromagnetic/pneumatic brakes.
  - e Each arm should be capable of 300-340 degrees of rotation, which can be easily adjusted to suit the desired mode of operation.
  - f The pendant should be European CE Certified or US FDA under Medical Devices Directive.
  - g The Pendant Service Heads should be modular with minimum 400mm head. The heads should be capable of accepting a range of shelves, and infusion poles or other accessories. The Pendant Heads should support the range of Physiological Monitor Mounting Solutions.
  - h The Pendant Service Heads should be supplied with medical gas terminal units and 15 Amps. Sockets.
  - i Each pendant should have:
  - j Each pendant should have –  
Vacuum Outlets – 2nos,  
Air(7bar) Outlet- 02nos,  
CO2 Outlet - 02 nos.,  
Electrical sockets - 6 nos.  
Expandable shelf (minimum width: 70cm & Depth min. 45cm) with two rails one on each side – 5 nos.  
Data socket RJ-45 -2 no.
  - k The pendants Should be European CE or UL Listed or USFDA or DIN or EN 7936 certified.
  - l Pendant supplier should provide cutouts for Patch Panels in Integrated OTs (only for integrated OTs).

## 16 PERIPHERAL LIGHTING AND CLEAN ROOM LUMINARIES

- 16.1 To provide peripheral lighting and clean room luminaries with intensity min 500 Lux, it should be 8 in numbers for each OT. Should be with highly specular anodized aluminum reflectors and optical antiglare system.
- 16.2 Luminaries cover should be made of highly resistant, disinfectant proof laminated safety glass with stylish fine grained surface, glass pane with white coated steel frame.
- 16.3 The reflectors should be of high quality, cleanable and non deteriorating.
- 16.4 The white luminaries body should be made of sheet steel/ perfectly powder coated, supplied ready for connection optionally for individual or series circuit with digital electronic control gear in multilamp technology.
- 16.5 Recess frames should be gas tight. The fitting should be flush with the ceiling and should be removable from top or bottom. The light fitting should be uniformly and aesthetically distributed on the ceiling to provide uniform illumination in the OT. Light should not interfere when green mode endoscopy is performed.
- 16.6 Peripheral lighting should be done according to IP65(international protection rating 65)
- 16.7 Control equipment for the general lighting and the light dimming should be provided in the theatre control panel.

## **17 ELECTRICAL INSTALLATIONS**

- 17.1 Power distribution within the OT should be 'provided' from distribution boards located local to each theatre. Sub mainspower to these panels should be by the general electrical contractor. From these panels all distribution services within the departments should be run. Isolated power supply, insulation measuring and protection as per IEC standards should be provided. This unit should be EN/CE/UL/FDA/IEC certified.
- 17.2 Earthed equipment bonding of all exposed metalwork should be provided.
- 17.3 Power sockets within the Operating Theatres ancillary areas should be matched to the rest of the hospital.
- 17.4 Light fittings within the clinical areas should be recessed LED type with control gear.
- 17.5 Fittings should be sealed In accordance with the standard IP54.
- 17.6 All equipment should be fully and permanently labeled to identify and describe the function, operation and voltage of the apparatus concerned. Throughout and upon completion of the electrical installation, tests in accordance with relevant sections of the local wiring regulations should be carried out and the results recorded.

- 18** Medical grade isolation transformer of 10 & 25KVA capacity should be provided for every operation theatre which ensures the safety of staff and patient. System should have automatic fault monitoring & isolators provided through leakage relays etc according to IEC recommendation. This unit should be EN/CE/UL/FDA/IEC certified. These systems are to be commissioned by specialists.

## **19 MEDICAL GAS LINE INSTALLATION**

- 19.1 The bidder should ensure that all works carried out are to the recommendation made in the Department of Health and Social Securities HTM 02-01 /NFPA 99C / DIN.
- 19.2 Bidder should provide Oxygen, Air, Vacuum, AGSS, and Nitrous Oxide supply to Operation Theatres from the existing lines terminated outside the OT .
- 19.3 Bidder shall be responsible for supply, installation, testing and commissioning of complete MGPS system inside the operation theatre including Distribution piping, Pendants, outlets and other essential accessories.
- 19.4 Terminal units should be gas specific and only accept the correct Medical gas probe. Gas specific components shall be pin indexed to ensure that a correct gas specific assembly is accepted.
- 19.5 Each terminal unit should be identified by the appropriate recognized name or symbol, colour, coding and shape as per HTM 02-01 /NFPA 99C. Outlets should be CE certified/UL listed.

- 19.6 Copper pipes should be of solid drawn, seamless, deoxidized, non-arsenical, half hard, tempered and degreased copper pipe. All copper pipes should be degreased & delivered capped at both ends. The pipes should be accompanied with manufacturers test certificate for the physical properties & chemical composition. The copper pipe should comply with EN 13448 .

Copper pipe must have reputed third party inspection certificate (Eg. Lloyd's, TUV,SGS).

Fittings should be made of copper and suitable for a working Pressure of up to 17bar and especially made for brazed socket type connections.

The copper fitting should comply with EN 1254-1

The Brazing filler material should comply with EN 1044

## **20 DEMOLISHING, RECONSTRUCTING, WATER PROOFING, PLUMBING, REPAINTING AND REPLACEMENT**

- 20.1 Any demolition , reconstruction, water proofing, necessary plumbing, anti-microbial painting, replacement of any door or windows to provide structured design for modular OT should be carried out by the bidder.

## **21 CENTRAL UPS**

- 21.1 Bidder should provide central sine wave based UPS to support all modular theatre equipment.

- 21.2 Bidder should supply, install and commission two 50 KVA UPS per each floor.

- 21.3 Bidder should provide required electrical wiring from UPS to all modular OTs.

- 21.4 Back up time of 30 min.

UPS should be provided with bypass switch and it should work in n+1 redundancy mode. to be supplied with 50KVA – 1 Nos.

## **22 OT LIGHT WITH CAMERA**

### **A OT Light – LED**

Operating Room Surgical Lighting System should provide an ideal combination of brightness, maneuverability, and shadow resolution without sacrificing colour accuracy through a consistent LED technology with a unique faceted reflector design technology.

Such Lighting System should have the following technical specifications:

Number of Light heads: Two per suspension

Colour Temperature : 4300 k -4700 ( $\pm 10\%$ ) (White LED)

Field Size Diameter : 20 to 28cm ( $\pm 10\%$ )

Depth of Field : 750 to 1100mm ( $\pm 10\%$ )

Illumination level : 1,60,000 Lux major dome and 1,60,000 lux minor dome

Controls : Control Panel (wall and on dome)

Rotation : 360 -330degrees

Sterilizable Handle : Yes

Light head area : 5000 square cm ( $\pm 10\%$ )

Mounting Type : Ceiling

Supply Voltage : 230 VAC 50 Hz

Bulb Type : LED

Dimming Range : 30% - 80%

Operating/Storage Humidity : 10 – 95%

Life of Light Source : >40,000 Hrs

There should be a provision to mount the camera in one dome.

Cra & Ra both should be > 95%

Surgical Light System Should be compliant with relevant European CE /US FDA standards

### **B. HD Camera System – 1080i or 1080p**



Description: Integrated In-Light Camera System should be integrated at the centre of one of the domes of this lighting system/ third arm in order to capture images & video sequences of the open cases.

Such a autofocus – Locable camera should have the following specifications

Signal to Noise Ratio (S/N Ratio) : >50 dB

CCD : 1/3”

Optical Zoom : 10X

Digital Zoom : 12-15X

Video Output : HD, S-Video & Composite Video

White Balance & Gain : Automatic/Manual

Light and Integrated Camera should have a control through Touch Panel of the control equipment placed inside the operating room.

**C. HD LED FLAT PANEL MONITOR (Only for non integrated OT's, for GMC Nagpur)**

Should be 32” High Definition Progressive Scan Flat-panel Monitors with ceiling mounted spring arm suspension to support high-definition/HDTV progressive Scan images and should be able to support and display DVI/HDTV, RGBHV, S-Video, Composite video signals. Aspect ratio 16:9/16:10. Resolution – 1920X1200.

The flat Panel suspension should be ready with the cables for integration of High Definition Digital (DVI/HDTV), RGBHV (High Resolution), SVHS (S-Video), Composite video signals to travel from the various sources of video like endoscopic camera, room camera, in light camera, high definition flat panel monitors, while assuring native resolution / signal.

Data cable for communication from both pendants and monitors should be laid down upto outside of OT in a patch port for future expansion for all OT's where there is no integration.

<b>REVISED BOQ FOR MOT FOR GMC &amp; SSH, NAGPUR</b>			
<b>S.N</b>	<b>NAME OF THE ITEMS</b>	<b>UNIT</b>	<b>Qty</b>
<b>1</b>	Prefabricated SS room walls as per tender specifications	Sq M	804
<b>2</b>	PVC Flooring for Modular OT as per tender specifications	Sq M	231
<b>3</b>	Self Levelling Compound as per tender specifications	Ls	7
<b>4</b>	Anti microbial Painting as per tender specifications	Sq M	1035
<b>5</b>	Ceiling as per tender specification	Sq M	231
<b>6</b>	Laminar Flow Air System and Exhaust cabinets as per tender Specification	Nos	7
<b>7</b>	Peripheral Lighting and Clean Room Lumiaries as per tender Specification	Nos	56
<b>8</b>	Touch screen control panel as per tender Specification	Nos	7

9	LED X ray Viewing Screen as per tender Specification	Nos	7
10	Storage Shelves as per tender Specification	Nos	7
11	Hatch Boxes as per tender Specification	Nos	7
12	Pressure Relief Dampers as per tender Specification	Nos	7
13	Hermetically sealed automated door as per tender Specification	Nos	11
13 a	Hermetically sealed automated door 01X2.1Mtr as per tender specification (Only for SSH Ots) (Price to be offered separately)	Nos	3
14	Operating List Board as per tender Specification	Nos	7
15	Air Conditioning duct only within the OT as per tender specifications	Ls	7
16	2 Bay Scrub Sink made of 304 grade steel as per tender specifications	Nos	5
17	Distribution Box and Internal electrical wiring inside the OT and Provision for connecting to pendants as per tender specifications	Nos	7
18	Cable Trays for Electrical and Video as per tender specifications	Nos	7
19	UPS 50 KVA with 30 min battery backup as per tender specifications (2 nos. For GMC & 2 nos. For SSH)	Nos	4
20	Demolition, reconstruction, water proofing, plumbing, repainting and replacement (Corridor & endoscopy room renovation work).	Ls	1
20 a	<b>Demolition, reconstruction, water proofing, plumbing, repainting and replacement as per tender specification (for SSH OTs)</b>	Ls	1
21	Medical Gas copper pipeline inside the OT and the Provision to connect to Pendant Systems as per tender specifications	Ls	7
22	Supply installation testing and commissioning of Medical gas hose assemblies as per tender specifications. Hoses shall be colour coded throughout their length as specified in British standards.	Mtr	140
23	Outlets with probe as per tender specifications-		

24	Oxygen	Nos	28
25	Vacuum	Nos	35
26	Medical Air 4 Bar	Nos	21
27	Surgical Air 7 Bar	Nos	21
28	Nitrous Oxide	Nos	21
29	CO2	Nos	21
30	AGSS	Nos	14
31	Double arm movable pendant for Anesthetist as per tender specifications	Nos	7
32	Double arm movable pendant for Surgeon as per tender specifications	Nos	7
33	OT Light LED with camera as per tender specifications	Nos	7
34	<b>32" Monitor as per tender specifications (only for Non integrated OTs, GMC, Nagpur)</b>	<b>Nos</b>	<b>4</b>
35	10 KVA Isolation Transformer as per tender specifications (for GMC, Nagpur)	Nos	2
36	25 KVA Isolation Transformer as per tender specifications (2 for GMC, Nagpur & 3 for SSH)	Nos	5
37	Duplex AGSS System: Supply installation and commissioning of Duplex AGSS system and AGSS Cabling from Plant to OT's as per technical specifications complete with required piping, as per BS: EN 13348 :2008 standards (1 no. for GMC, Nagpur, 1 no. for SSH, Nagpur)	Nos	2
38	<b>Suitable independent AHU of reputed make having heating facility for each MOT of GMC, Nagpur along with AC Duct work from AHU to MOT &amp; required connection from existing chiller plant of hospital to AHU. Civil works if any required are also under the scope of bidder.</b>	<b>Nos</b>	<b>4</b>
39	<b>Air-conditioning system of suitable ratings required for 2 corridors &amp; 2 endoscopy rooms (for GMC, Nagpur). Bidder should quote unit TR rate of Air-conditioning. For ranking purpose 20 TR AC for all the corridors &amp; rooms will be considered. However payment will be made at actual basis.</b>	<b>Nos</b>	<b>1</b>

**Note: Bidder to quoted unit price and total price for each of the item**

**Price of all the items to be offered separately**

\* Out of 11 doors, 7 nos. Doors are to be provided for four modular OTs, remaining four doors are to be provided to 4 nos. Nonmodular OTs which are in the same floor of OT complex for GMC, Nagpur.

Additional works for GMC, Nagpur

Corridor civil work (renovation) – for Two corridors each having approx. dimensions: 30.75mtr (L) x 3.5 mtr (W) x 2.6 mtr (H) Including flooring, painting, electrical fittings, electrical illumination, false ceiling and air conditioning

i. Tiling: Verified tiling of reputed make on floors & walls up to ceiling

ii. False ceiling: Removable Aluminum Composite Panel false ceiling & lightening of OT corridor

renovation of endoscopy rooms – 2 rooms each having floor area 18 Sq.mtr. including flooring, painting, electrical fittings, electrical illumination, false ceiling, air conditioning and extension of gas pipe lines for two beds in each recovery room

i. Tiling: Verified tiling of reputed make on floors & walls up to 1.5mtr height. Wall above the tiling is to be painted with primer and then with emulsion.

ii. False ceiling: Removable gypsum board false ceiling & lighting.

Two nos. Doors at the entrance of two OT corridors in 1st & 2nd floor to be provided.

### **AGSS (Anesthetic Gas Scavenging System) Plant –600 LPM**

Duplex Anesthetic Gas Scavenging System (AGSS) of 600 l/min.

should be European CE Certified or UL listed under Medical Devices Directive. It shall conform to HTM 02-01/ NFPA 99 C/EN/DIN.

Duplex AGSS System with twin stand alone AGSS pumps of 3phase 600 l/min capacity each with built in flow indication and pressure regulation valve. It should be mounted on single frame with control panel and separate warning label. One pump working and one stand by and vice versa. The package should consist of two rotary vane vacuum pumps, a control panel, and mounted on a common base frame.

AGSS pump: AGSS pump shall operate completely dry permanently lubricated and sealed. Each pump should be completely air cooled and have absolutely no water requirements.

Control System: The duplex control system should conform to International Standards.

The control system should provide automatic changeover from running to reserve with circuit breaker disconnects for each AGSS pump with external operators, full voltage motor starters with overload protection, control circuit transformers, visual and audible reserve unit alarm with isolated contacts for remote alarm.

Should be in duplex format and must be chassis mounted ready for installation.

Duplex system in-line non-return valves should allow individual pump servicing.

Active anesthetic gas scavenging systems should be designed to safely remove exhaled anesthetic agents from the operating environment and dispose of them to atmosphere, thus preventing contamination of the operating department and providing a safe and healthy workspace for the personal.

"AGSS design should be dependent upon flow rate and pressure drop characteristics of the individual components of a systems, it is essential that terminal units, remote controls and pump units."

AGSS Remote Control indicator (or equivalent as per NFPA99C standards like WAGD) must be provided for each OT with the system.

Installation should be on roof top. Piping, Non-Return-Valves (NRVs), and inlet nozzle should be suitably placed.

Connecting hose suitable to fit with anaesthesia workstation.

**NOTE: Prospective Bidders are advised to have site visit before submitting their offer.**

**SCHEDULE NO. 2**

**INTEGRATION AND DATA MANAGEMENT SYSTEM FOR MODULAR OT**

**1 DIGITAL DISPLAY MONITOR**

- 1.1 Should have 2 nos of 32” monitors
- 1.2 Monitors should be high-definition medical grade monitor flat panel LED color screen
- 1.3 The monitor 1 should be on ceiling suspended boom arm and monitor 2 on top shelf of surgical pendant (Incase any attachment will be needed to mount the monitor2, the same is to be supplied by the integration vendor).  
Should be supplied Patch panel for power & signal to be laid down for 32" LCD Monitor at Wall of MOT.

**2 AUDIO-VISUAL COMMUNICATION SYSTEM**

- 2.1 The operating rooms should be connected to the Conference room for video conferencing and live transmissions. Suitable cable should be laid accordingly. (For comparison purpose 100mtr length will be considered. Bidder also to give unit price. However, payment will be made at actual. If any switch/ router will be required during installation bidder has to provide the same.
- 2.2 "The Audio Video Router/management system should be able to manage minimum following inputs and outputs. The router/management system should be having 12x12 Digital and upgradable to 18x18 (DVI-I/ DVI-D) with open architecture and upgradable to future input / output requirements. The routing/management system should be able to integrate HD signal (e.g. Room Camera) if available inside OT."
- 2.3 Audio – Visual system should receive the signal from different sources like Room camera, Endoscopy camera, Overhead camera, Archiving System, Auxiliary devices like C-Arm, Video Microscope, Mobile ultrasound.  
The routing system should allow selection of multiple views for simultaneous transmission in QUAD or PIP format. PACS dedicated PC has to be provided in each OT or suitable system to receive and transmit the PACS from OT. PACS license and cabling from radiology Department to OT will be in the scope of PACS vendor.
- 2.4 Two loudspeakers shall be installed within the Operating room. Loudspeaker with Digital volume control and Audio mixer and Audio equalizer should be installed at a most suitable place. Suitable cable material and a patch panel should be offered as per the position of the Loudspeaker.
- 2.5 The surgeon and his team should be able to do Bi-Directional Audio/Video communication from OT to Conference Room via a mobile video conference trolley.
- 2.6 "An independent trolley based HD Video Conferencing system should be offered for external communication from the operating room. The system should be able to transfer high quality real time images and audio signals from multipoint at a minimum speed of 2Mbps. The system should be compatible to 1080p full HD resolution for transmission over the ISDN lines or IP Service. The video conferencing system should be controlled via its monitor/touch screen of the integration system of the OT. Suitable Number / Sets of Transmitters, Receivers and Cables, connectors and accessories should be offered as per the requirement."  
Required DVI patch panel inside MOT to be provided which will interconnect mobile video conference system and router.
- 2.7 Deleted

**3 CENTRAL CONTROL SYSTEM**

- 3.1 Full High Definition 19” or more Medical grade LED monitor should be wall mounted or desk mounted for the display of live transmission of images and video sequences from the Operating Room ( eg. images from C arm, endoscope, OR light camera and Microscope)
- 3.2 Should have provision to record the images and video sequences from OT.

- 3.3 "The Full High-Definition Digital Documentation System should be designed specifically for recording, managing, and archiving surgical images and video in native full HD resolution. The captured full high-definition images & videos can be accessed from the hard drive for printing or saving onto multiple forms of external media which includes , USB Flash Drive & Hospital network."  
Optional price for DVD burning facility on digital documentation system to be quoted separately.
- 3.4 The system should be integrated with the Central Control System in such a way that the central control system is capable to route any running high-definition surgical videos, which is being recorded in it, onto any display device in an operating room.
- 3.5 "It should have atleast 1 TB internal Hard Disk Drive (HDD) for in-system archiving (Optional - Price to be quoted separately for following)  
Also, it should have a feature of real time in-procedure DVD burning besides at-the end procedure DVD burning."
- 3.6 Patient and image data should be able to call up and distributed to required monitors in the operating room.

**4 HIGH DEFINITION MONITOR FOR IMAGE DATA MANAGEMENT SYSTEM**

- 4.1 Should have individual full high definition medical grade 32” LED monitor, wall mounted (to display images from PACS).
- 4.2 Patient and image data should be able to call up and distributed to required monitors in the operating room.

**5 CAMERA INSIDE OT’S**

- 5.1 The bidder should install the room camera inside OTs. Camera should be full HD - 1920x1080p.
- 5.2 It should be high speed cameras, with 20X-25X zoom lens, with pan tilt with power supply and reliable strong mounting assembly.
- 5.3 It should be integrated to the central control system and it should be controlled via 10” or more touch screen of integrated system.

**Recording System (for Non-Integrated OTs of GMC, Nagpur)** - The Full High- Definition Digital Documentation System should be a designed specifically for recording, managing, and archiving surgical images and video in native full HD resolution. The captured full high-definition images & videos can be accessed from the hard drive for printing or saving onto multiple forms of external media which includes USB Flash Drive & Hospital network. Controlled & preview in Full HD medical grade monitor LCD 19” touch screen and having the one TB or more storage space.

Optional price for DVD burning facility on digital documentation system to be quoted separately.

<b>BOQ-Integration (SSH, Nagpur)</b>			
<b>S.No</b>	<b>NAME OF THE ITEMS</b>	<b>UNIT</b>	<b>Qty</b>
<b>1</b>	Digital display monitor 32" HD flat panel Medical grade LED as per tender Specification (2 Nos per OT).	<b>Nos</b>	<b>6</b>
	32" High Definition Medical Grade wall mounted Monitor as per tender specs.	<b>Nos</b>	<b>3</b>
<b>2</b>	<b>Ceiling arm to mount 32" monitor as per tender specifications.</b>	<b>Nos</b>	<b>3</b>

<b>3</b>	Audio Visual Communication System as per tender Specification.	<b>Nos</b>	<b>3</b>
	Central Control System with 19" HD flat panel LED as per tender Specification.		
	Digital Documentation System integrated with Central Control System as per tender specifications.		
<b>3.a</b>	<b>Recording System for Non-Integrated OTs of GMC, Nagpur as per technical Specifications.</b>	<b>Set</b>	<b>4</b>
<b>4</b>	Microphone & Camera Inside OT's. Audio-Visual Communication from OT to OT as per tender specifications.	<b>Set</b>	<b>3</b>
<b>5</b>	Two Way Audio Communication system from OT to change room of Faculty, Resident and Sister incharge room as per tender specifications.	<b>Set</b>	<b>3</b>
<b>6</b>	<b>Cable for video conferencing</b>	<b>RMtr.</b>	<b>100</b>

**Note:**

- 1. Bidder to quote unit price and total price for each of the item**
- 2. Price of all the items to be offered separately**
- 3. Prospective Bidders are advised to have site visit before submitting their offer.**

## GENERAL TECHNICAL SPECIFICATIONS

### GENERAL POINTS:

1. Warranty:

- a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) from the date of installation, commissioning and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

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

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the 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 may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) 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.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.



***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 Tenderer 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, wherever applicable.

## **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.

1. Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - c. telegraphic address
  - d. telex number
  - e. telephone number
  - f. fax number
2. Plant and machinery details
3. Manufacturing process details
4. Monthly (single shift) production capacity of goods quoted for
  - a. normal
  - b. maximum
5. Total annual turn-over (value in Rupees)
6. Quality control arrangement details
  - a. for incoming materials and bought-out components
  - b. for process control
  - c. for final product evaluation
7. Test certificate held
  - a. type test
  - b. BIS/ISO certification
  - c. any other
8. Details of staff
  - a. technical
  - b. skilled
  - c. unskilled

**Signature and seal of the Tenderer**

## **Section – IX**

### **Qualification Criteria**

01. **Status:** The Bidder should be a Manufacturer or its authorized Agent.
02. **Turnover:** The average annual financial turnover in the consecutive past three financial years (2012-13, 2013-14, 2014-15) should be at least 30% of the estimated cost. Bidder has to meet turnover requirement depending upon schedule for which bid is submitted.
03. **Minimum Work of Similar Nature:**
- i) Eligible bidders should have successfully completed similar work during last 7 years ending last month previous to the one in which tender is invited should be either of the following:  
  
Three similar\* completed works costing not less than the amount equal to 40% of the estimated cost.  
OR  
Two similar\* completed works costing not less than the amount equal to 60% of the estimated cost.  
OR  
One similar\* completed work costing not less than the amount equal to 80% of the estimated cost.
  - ii) One completed work of any nature (either part of Clause 03. i) or separate one) costing not less than the amount equal to 40% of the estimated cost with some Central/State Government Organization/Central Autonomous Body/ Central Public Sector Undertaking. The certificate should not be more than six months old.
- \*Similar nature of works means successful completion of Supply, Installation and commissioning of Modular OT/ OT Integration (Data Management System) meeting major technical parameters of the current BOQ floated in the tender enquiry document.
- The value of the executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of applications for tenders.
04. A certificate from client for completion of work(s) must be submitted along with tender. Own works/ certificate of agencies shall not be considered for prequalification.
05. **Solvency Certificate:** A Solvency certificate from bidder's bank (Nationalized/ Scheduled) that the bidder is solvent for the sum of 40% of the estimated cost. The certificate should not be more than one year old.
06. **Financial Status:** Eligible Bidders should have a positive net worth and should not have any loss in more than 2 years during the last five years ending 31<sup>st</sup> March 2015. Audited Profit & Loss account and Balance Sheet (duly notarized copies) for the immediate last five consecutive financial years should be submitted along with the bid
07. **Manufacturer Authorization:** Eligible bidders should submit a **mandatory** letter of authority from the Foreign Principal / Manufacturer, mentioning country of origin with name of manufacturing company for major products quoted by them.

**For the following major items, Manufacturer's Authorization as per Section XIV- A should be submitted:**

1. **Modular Operation Theatre**
  - a) Laminar Air Flow System
  - b) Touch Screen Control Panel
  - c) Pendants
  - d) OT Lights

- e) Recording System
2. **Integration And Data Management System For Modular OT**
- a) Audio Visual Communication system
- b) Central control system

**For the other items in the BOQ, Manufacturer's Authorization as per Section XIV- B should be submitted:**

**08. Bid for Complete Schedule/Part Schedule:** Bidder cannot choose to submit bid for part schedule/part sub schedule. If the bid is submitted for part schedule/sub schedule, the same will be termed as non- responsive.

**Eligibility Table**

**For MOT:-**

Sch No.	Total Qty	Estimat ed Cost Rs. Cr.	EMD Rs. Cr.	Turnover ( Rs. Cr)	Minimum work of similar nature executed as per quoted BOQ				Solvency of at least 40% of the estimated tender value Rs. Cr
					Three similar completed works	Two similar completed works	One similar completed work	One completed work of any nature with some Central/ State Government Organization/ Central Autonomous Body/ Central Public Sector Undertaking	
1	7	9.20	0.184	2.76	3.68	5.52	7.36	3.68	3.68

**For OT Integration Part:-**

Sch No.	Total Qty	Estimat ed Cost Rs. Cr.	EMD Rs. Cr.	Turnover ( Rs. Cr)	Minimum work of similar nature executed as per quoted BOQ				Solvency of at least 40% of the estimated tender value Rs. Cr
					Three similar completed works	Two similar completed works	One similar completed work	One completed work of any nature with some Central/ State Government Organization/ Central Autonomous Body/ Central Public Sector Undertaking	
2	3	2	0.04	0.60	0.80	1.20	1.60	0.80	0.80

**Notes:**

1. The bidder shall furnish Performance statement in the enclosed Proforma 'A'.
2. The bidder shall furnish a brief write-up, along with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's

capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

**PROFORMA 'A'**  
**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years)

Tender Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name and address of the Tenderer : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

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

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

**Signature and seal of the Tenderer**

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

**\*\* The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, Institute of National importance for the specific model quoted along with the price bid.**

**Section – X**  
**TENDER FORM**

Date \_\_\_\_\_

To

---

**Head (P&CD), HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, 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 **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

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

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

---

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

**SECTION – XI PRICE SCHEDULE**

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

1	2	3	4	5					6	
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)					Total Price (at Consignee Site) basis (Rs.)  4 x 5(g)	
				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)	Inland Transportation, Insurance for a period including 6 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (e)		Unit Price (at Consignee Site) basis  (g) =a+b+c+d+e

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 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Currency)							6 Total price on CIP Named Port of Destination 4X 5 (e)	
				FOB price at port/ airport of Lading	Indian Agency Commission (% of FOB)**	Net FOB	Freight & Insurance (port of loading to port of entry) and other Incidental costs	Unit Price on CIP named port of Destination	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site**	Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 6 months beyond date of delivery**	In foreign currency	In Indian Rupees

\*\* To be paid in Indian Currency (Rs.)

(A) Total Tender price in foreign currency: \_\_\_\_\_

In words: \_\_\_\_\_

(B) Total Tender price in Indian 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
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
4. Custom duty @ 11.64% and 2% C& F charges will be added to the CIP price to arrive at the DDP price for evaluation purpose.

**Indian Agent:**

**Indian Agency Commission - \_\_\_% of FOB**

**Signature of Tenderer** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Signature of Tenderer** \_\_\_\_\_

**Seal of the Tenderer** \_\_\_\_\_

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

1	2	3	4					5	6
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for Each Unit for 5 years (4a+4b+4c+4d+4e)	Annual Comprehensive Maintenance Contract Cost for 05 years (3 x 5)
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>		
			a	b	c	d	e		

\* After completion of Warranty period

**NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. 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).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. **“Whether service tax on CMC is inclusive or extra, if extra, indicate the present rate.....”**. 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.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. 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.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Name \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 Signature of Tenderer \_\_\_\_\_  
 Seal of the Tenderer \_\_\_\_\_

**D) PRICE SCHEDULE FOR TURNKEY/ OTHER SERVICES:-**

<b>Schedule No.</b>	<b>BRIEF TURNKEY DESCRIPTION OF GOODS</b>	<b>CONSIGNEE CODE</b>	<b>Price (Rs.)</b>

**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:-
  - fails or refuses to furnish the performance security for the due performance of the contract or
  - fails or refuses to accept/execute the contract or
  - if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

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

.....  
Name and designation of the officer

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

**To be enclosed with Techno-Commercial Bid**

**ANNEXURE-A**

**BIDDER PARTICULARS**

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

Telephone:

Telex :

Fax :

E-mail address:

Witness:

Signature

Name Address

Designation

Company Date

Company Seal

To be enclosed with Techno-Commercial Bid

**ANNEXURE-B**

**UNDERTAKING**

To,

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

Sir,

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

**Signature and Seal**

**(In the capacity of)**

**Only Authorized to sign bid for and on behalf of**

**To be enclosed with Techno-Commercial Bid**

**ANNEXURE-C**

**BIDDER PROFILE**

**A. General Information:**

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

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

\_\_\_\_\_ S. No., Customer Name, Address, Product Description  
Telephone  
Fax Number  
(No. of Machines installation year wise).

Date.....

Signature and seal of bidder



**SECTION – XIV- A**

**MANUFACTURER’S AUTHORISATION FORM**

Head (P&CD),  
HLL Lifecare Limited, Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sir,

Ref: Your TE document No \_\_\_\_\_ dated \_\_\_\_\_

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

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

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

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

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

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

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs \_\_\_\_\_

[*Name & address of the manufacturers*]

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

2. *Original Letter may be sent. Photocopy not acceptable.*

**SECTION – XIV- B**

**MANUFACTURER’S AUTHORISATION FORM**

Head (P&CD),  
HLL Lifecare Limited, Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sir,

Ref: Your TE document No \_\_\_\_\_ dated \_\_\_\_\_

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

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

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

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

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

Yours faithfully,

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

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

**SECTION – XV**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY**

Head (P&CD),  
HLL Lifecare Limited, Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

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

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

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

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

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

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

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

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

.....  
Name and designation of the officer

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

To be enclosed with Techno-Commercial

**ANNEXURE**

**PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD**

To,

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

Sub: Tender No.....

Dear Sir,

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

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

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

Dated..... day of.....20.....  
Witness: (Name of manufacturers):  
Signature and Seal:

(Signature) Name:  
For & on behalf of M/s....

**SECTION – XVI**

**CONTRACT FORM - A**

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

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

Contract No \_\_\_\_\_ dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

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

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

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

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

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

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

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

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedule

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

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

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

Received and accepted this contract

---

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

For and on behalf of \_\_\_\_\_

(Name and address of the supplier)

---

(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**CONTRACT FORM – B****CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annual CM Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
Between \_\_\_\_\_

(Address of Head of Hospital  
And \_\_\_\_\_

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

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

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, \_\_\_\_\_ & \_\_\_\_\_) and Turnkey (if any).
- d) There will be 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 authorised official)

\_\_\_\_\_  
(Signature, name and address  
of Hospital authorised official)

For and on behalf of \_\_\_\_\_

Received and accepted this contract

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

For and on behalf of \_\_\_\_\_

(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_



**SECTION – XVII**  
**CONSIGNEE RECEIPT CERTIFICATE**  
**(To be given by consignee’s authorized representative)**

The following 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/Transporters: \_\_\_\_\_

(g) Name of the Consignee: \_\_\_\_\_

(h) **Date of commissioning and proving test:** \_\_\_\_\_

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to ‘Technical Specifications’.
- b) He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the

period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

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

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

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

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

*(Signature)*

*(Name)*

*(Designation with stamp)*

**## Explanatory notes for filling up the certificate:**

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

**SECTION – XIX**  
**ANNEXURES**

**Annexure 1**

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

- 1. (a) 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: TRANSHART, 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, (TRANSHART), New Delhi.

- (b) 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.

- (c) 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: TRANSHART, 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, (TRANSCHART), New Delhi.

**(d) 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: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

**(e) 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.

**(f) 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.

**(g) 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: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

**(h) 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: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

**(i) 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: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

**(j) 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: TRANSCART, 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.

**(k) 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.

## 2. 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 to indicate 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	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 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 in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate? <b>It is requested not to hide prices as the same will be required for establishing price reasonability. Provide latest purchase order copies issued by INI.</b>			
6.	Have you submitted manufacturer's authorization as per Section XIV- A & B?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			



Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted all terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you enclosed the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER or Institute of National importance for the specific model quoted along with the price bid			
19	Have you enclosed an affidavit as under: <b>“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”</b>			
20	Have you enclosed the Guarantee for supply of spares during post warranty period as per Section – XV (Annexure)			
21	Have you enclosed the Bidder Particulars as per Section – XIII (Annexure-A)			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
22	Have you enclosed the Undertaking as per Section – XIII (Annexure-B)			
23	Have you enclosed the Bidder Profile as per Section – XIII (Annexure-C)			

**N.B.**

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

---

(Signature with date)

---

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

---



---

(Name, address and stamp of the tendering firm)

**Section – XXI**  
**Consignee List**

Consignee Code	Medical Institutions	Contact Address.	AirPort	Sea Port
Nagpur	Government Medical College & Hospital, Nagpur	The Dean, Government Medical College & Hospital, PMSSY Office, Hanuman Nagar, Nagpur - 440 009 Ph: 0183 257 2304	MUMBAI	MUMBAI

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