

BID DOCUMENT

Procurement of Medical Equipment under the project of Up gradation of the Two Hospitals in Myanmar

INTERNATIONAL COMPETITIVE BIDDING – E Bidding Basis

BID REFERENCE: IFB No. HSCC/PUR/MEA - Myanmar/Equipment/2016-17/02 dated 11.05.2017

Ministry of External Affairs, Government of India

through

HSCC (I) LTD.

(A Govt. of India Enterprises)

Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301.

Website <http://www.hsccltd.com>

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Important Clauses in Brief, For Quick Reference only, (BIDDER MUST REFER ALL TERMS & CONDITIONS ETC. ENCLOSED WITH THE BID DOCUMENT IN DETAILS)

Instruction to Bidders (ITB)

- 1. Bid Security Amount** - As given in IFB Details.
- 2. Price Bid** - Please refer Clause 6 of ITB. Quoted price must include cost of standard onsite Comprehensive warranty having minimum period of 1 year.
- 3. Statutory Variation** - As per Clause 6.4 of ITB, any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.
- 4. Optional Items** - As per Clause 6.6 of ITB, Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the bid Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.
- 5. Manufacturer's Authorization** - As per Clause 7.2 (a) of ITB. In case of a Item in a package comprising group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer's of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorization as per the format given in the bid document. However the bidder has to give Manufacturer Authroisation of all the items mentioned in the package.
- 6. Bid Document Fee** - See Clause 9 [B] of ITB.
- 7. Bid Validity** - **180** days as per Clause 10.1 of ITB
- 8. Amount of Performance Security-** 10% as per Clause 24 of ITB.
- 9. Preliminary Examination** - As per Clause 17 of ITB, the Bid Form, signed by the Bidder which stipulates acceptance of all the terms & conditions of bid document and shall supersede all other terms & conditions given by the bidder in their bid.

General Conditions of Contract (GCC)

- 10. Delivery and Installation** - Delivery and installation of equipment/ goods shall be within 3 Months from the date of placement of order for (Package no. 1 -3 & 6-9) and 4 months for Package 4 as per Clause No.9 of GCC
- 11. Insurance** - 110% of Order Value as per Clause No.10 of GCC.
- 12. Payment Terms** - 70% & 30%, as per Clause No. 12 of GCC.
- 13. Liquidated Damages** - 1.0% per week upto 10% as per Clause No.15 of GCC.
- 14. Warranty** - As per Clause 26 of GCC.

Minimum Qualification Criteria as per Clause 4 of SCC

- 15. Minimum Qualification Criteria** - As per Clause 4 A (iv) of SCC. Bidders or the Manufacturer represented by him should have in the past 5 years from the date of bid opening, satisfactory executed for the package items offered, at least one single order of like nature of item and quantity not less than 25% or two single order of 12.5% of quantity of package item offered by bidder. For the package 8, bidder or the Manufacturer represented by him should have supplied orthopaedic items under two single orders in last five years from the date of opening. The bidders shall furnish "End User Certificates/Client Certificates" indicating contact details i.e. name of person, phone/fax/mobile nos. etc. End User Certificates/Client Certificates should be for those Purchase Order only for which Copies are submitted by the bidder.
- 16. Other eligibility requirements** - As per Clause 4 B (ii) of SCC. The Bidder should submit audited Balance Sheets and Profit & Loss Accounts along with audited reports for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.
- 17. Bid Form** - To be submitted as per Clause 6 of SCC in the given format.
- 18. Components & Quantities** - All components/ quantities of the line item must be quoted as per Clause 9 of SCC.
- 19. Turnkey activities** - The offer should be on turn-key basis including all costs incidental to the same as per Clause 12 & 15 of SCC.

**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS**

INVITATION FOR BIDS (IFB)

Dated 11.05.2017

IFB No. HSCC/PUR/MEA - Myanmar/Equipment/2016-17/02 dated 11.05.17

Joint Secretary (DPA-III), Ministry of External Affairs, Government of India, on behalf of President of India, through HSCC, invites ON-LINE sealed bids from eligible bidders, in Single stage two bid system, for Supply, Installation, Testing & Commissioning of OT Table – General surgery, Patient Trolley for Operation Theatre, Labour Table, Endoscopic Sinus Surgery Set under the project of Up gradation of the two Hospitals in Myanmar, as per the details mentioned in the bid document. Complete set of Bid Documents has been made available from 11.05.17 onwards at E-Tender portal/ website www.tenderwizard.com/HSCC, www.eprocure.gov.in, www.hsccltd.com, www.mea.gov.in.

For submission and other details please refer above websites. Prospective bidders are advised to regularly scan through aforesaid portal/ websites, as corrigendum/ amendments etc., if any, will be notified on the aforesaid portal/websites only and no separate advertisement will be made for this.

Joint Secretary – (DPA-III)

Ministry of External Affairs, Government of India
INVITATION FOR BIDS (IFB)

Dated 11.05.2017

IFB No. HSCC/PUR/MEA - Myanmar/Equipment/2016-17/02 dated 11.05.2017

Joint Secretary (DPA-III), Ministry of External Affairs Government of India on behalf of President of India through HSCC invites ON-LINE sealed bids from eligible bidders, in Single stage two bid system, for Supply, Installation, Testing & Commissioning of various Medical Equipment under the project Up gradation of the two Hospitals in Myanmar, as per the following details:

Package No.	Equipment	Qty	Bid Security in Rs.
1	Endoscopic Sinus Surgical set	1	42000
2	OT Table – General surgery	1	100000
	Patient Trolley for Operation Theatre	4	
	Labour Table	4	

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through **E-tendering basis**. For submission and other details please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.eprocure.gov.in & www.mea.gov.in for downloading from 11.05.17 to 01.06.17 (up to 1400 hrs.). Prospective bidders are advised to regularly scan through HSCC E-tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.eprocure.gov.in & www.mea.gov.in, as corrigendum/modification/amendments, if any, will be notified on these sites only and no separate advertisement will be made for this.

Details of the schedule and venue of various bid related activity are as per following:

S. No.	Description	Schedule details
1.	Bid Document Fee	INR 3500/-
2.	Bid document can be downloaded from	www.tenderwizard.com/HSCC , www.hsccltd.com , www.eprocure.gov.in & www.mea.gov.in from 11.05.17 to 01.06.17 (up to 1400 hrs.)
3.	Pre-bid meeting date & time	19.05.2017 at 1230 hrs.
4.	Venue of pre-bid meeting	HSCC (I) Ltd., E-6(A), Sector -1, Noida
5.	Pre-bid meeting query response on the website	www.tenderwizard.com/HSCC , www.hsccltd.com , www.mea.gov.in or www.eprocure.gov.in only
6.	Last date & time for submission of bid	Package 1 - 2 : 01.06.2017 by 1530 hrs.
7.	Techno-commercial opening of bids	Package 1 – 2 : 01.06.2017 from 1600 hrs.
8.	Venue of bid opening	HSCC (India) Ltd., E-6A, Block-E, Sector-1, NOIDA (U.P.) Ph No. 0120-2542436-40

2. Interested bidder may obtain further information about this requirement from this office inviting the tenders.

3. The prospective bidders who have not registered can register with HSCC E-procurement portal by paying necessary registration charges. The bidders may prepare a banker cheque/Draft in favour of HSCC (India) Ltd. Office at Noida, payable at Noida/Delhi and deposit it. In order to submit the bids electronically bidders are required to have type-II Digital Signature Certificate. Digital Signature can be obtained from any of the certifying agency.

The bid shall be submitted online for all the necessary documents and in physical form (with respect to few documents as mentioned in the ITB) in three parts/covers as mentioned below, (documents should be complete, duly signed and stamped):

(i) Bid Document Fee and EMD

(ii) Pre-qualification and Technical compliance as per following documents:

a) Manufacturer's authorization as per **Section V** 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) Bid Form as per **Section V**.

d) Certificate of Incorporation/Declaration being a proprietary firm.

e) Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account duly audited and signed by auditor)

f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.

h) Performance statement along with required PO copies and its corresponding end user's satisfactory installation certificate.

i) Affidavit as per **Section V**

j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications with all related brochures in the bid enquiry.

(iii) Price Bid (Only online).

4. All prospective bidders may attend the Pre bid meeting. Pre-bid meeting shall be held at the address as mentioned above.

5. Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.mea.gov.in or www.eprocure.gov in for downloading. The cost the Bid Document is **INR 3500/ which is payable in the form of Cash/Demand Draft** drawn on a scheduled bank in India in favour of **HSCC (India) Ltd.** payable at Delhi/Noida.. Bidder may download the bid documents from the website and submit its bid online after logging in to their user ID. The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for uploading its bid on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC.

7. Bidder shall ensure that their bid(s), complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.-201301 on or before the closing date and time indicated above, failing which the bid will be treated as late and rejected.

8. Bidder to quote for all the items mentioned in the package failing which the bid would be rejected.

9. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organization, the physical form of bids will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website www.tenderwizard.com/HSCC, www.hsccltd.com, www.mea.gov.in or www.eprocure.gov for corrigendum/amendments etc., if any, as these there no separate advertisement for them.

Joint Secretary – (DPA-III)

SECTION - I

INSTRUCTIONS TO BIDDERS (ITB)

This bid document should be read in conjunction with the Press Tender Notice/Invitation for Bid, **IFB No. HSCC/PUR/MEA - Myanmar/Equipment/2016-17/02 dated 11.05.2017**, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given else, where, in this document, on the same subject matter of the clause.

1. THE BIDDING DOCUMENTS:

CONTENT OF BIDDING DOCUMENTS:

- 1.1 The Goods required, bidding procedures and bid & contract terms are prescribed in this Bidding Document and includes (i) Annexure -A (ii) IFB , IFB (Details) (iii) Section I (ITB), (iv) Section II (GCC), (v) Section III (SCC), (vi) Section IV- Description & Specifications of Equipment, (vii) Section V - Formats for Bid Form and Price Schedule, Performance Statement Format, Contract Form, Manufacturer's Self Authorisation form & Manufacturer's Authorization forms, Technical Compliance, Bid Security Form, Performance Security Form, Affidavit (viii) Section VI - Consignee Receipt Certificate, Consignee Acceptance Certificate (ix) Section –VII - Schedule of Requirement (x) Section – VIII Check List and ECS Format.
- 1.2 The Bidders are expected to examine all instructions, terms & Conditions, specifications etc. of the Bid Document. Failure to furnish information required by Bid Document or submission of a Bid not in compliance to the Bid Document will be at the Bidder's risk and may result in rejection of its Bid.
- 1.3 **COST OF BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Ministry of External Affairs, hereinafter referred to, as "The Purchaser" acting through M/s HSCC (I) Ltd., hereinafter referred to, as "Consultant" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. CLARIFICATION IN BIDDING DOCUMENTS:

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the consultant mailing address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification of the Bidding Documents that it receives no later than fifteen (15 days) prior to the deadline for the submission of the bids . Purchaser response (including explanation of the query but without identifying the source of inquiry) will be displayed on the HSCC website www.tenderwizard.com/HSCC, www.hsccltd.co.in or www.mea.gov.in or www.eprocure.gov.in only.

3. **AMENDMENT OF BIDDING DOCUMENTS :**

- 3.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Document by amendment.
- 3.2 The amendment will be notified on the web-site **www.tenderwizard.com/HSCC**, **www.hsccltd.co.in** or **www.mea.gov.in** or **www.eprocure.gov.in** only.
- 3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extent the deadline for the submission of Bids.

4. **LANGUAGE OF BID :**

- 4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5. **DOCUMENTS COMPRISING THE BID :**

The bids shall be submitted online for all necessary documents and in physical form (only the documents mentioned below) as mentioned below:

- (i) Bid Document Fee & EMD (both online and Physical form)
- (ii) Techno-commercial Bid (un-priced bid) (Online)
- (iii) **Price Bid (Only online)**

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of tender. In case the hard copy of price 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) Techno-commercial Bid (un-priced bid): This should interalia include the following:

- i) Bid Form
- ii) Bid Security furnished in accordance with Clause 9 of ITB.
- iii) Detailed technical specifications of **items** quoted, along with Catalogue / Literature fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices).
- iv) Statement of deviations parameter-wise from Tendered Commercial conditions.
- v) Statement of deviations parameter-wise from tendered Technical specifications (Compliance Statement) if any.
- vi) Authority Letter from manufacturer in case Bid is submitted by Indian Agents;
- vii) Bidders to indicate Name and Address of their Bankers; and

- viii) Audited balance sheets and Profit and loss statement for the last three completed years in original or a Photostat copy thereof.
- ix) Documentary evidence established in accordance with Clause 7 of ITB that the Bidder is qualified to perform the contract if its Bid is accepted and clause 4 of SCC the minimum qualification criteria.
- x) Performance statement along with the relevant copies or orders and the end user's satisfaction certificates/installation certificate.
- xi) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents;
- xii) Proof of payment of Bid Document Fee as per clause 9[B].
- xiii) Affidavit
- xiv) Documents as per the check list.

b) Price Bid: The information given at Sr. No. 5 (a) (iv) above should be reproduced but with prices indicated. The prices shall be all inclusive lump-sum prices as per description given at Clause No. 6 of ITB.

N.B.

1. All the pages of the bid document should be page numbered and indexed.
2. It is the responsibility of the bidder to go through the bid document to ensure furnishing all required document in addition to above, if any

6. BID PRICE:

6.1 (a) The Price bid for the **package** to commensurate with scope of supply indicated against the **items of the package** and should indicate all inclusive lump sum price offered for each equipment/store in a **package** including cost of the stores, freight, insurance, transit cum erection insurance, packing forwarding, VAT, Excise duty, Basic Custom Duty upon production of CDEC, Inspection/Inspection certificate charges (ISO certified inspection agencies), road permit costs etc. and including charges whatsoever applicable, for equipment delivery, installation and commissioning at the designated consignee place with all the men and material required for the same and including charges, for the standard comprehensive warranty (min of one year in case it is less than one year) service with spares with downtime not more than 1 week,. The all inclusive lump sum price should be on **CIP destination i.e** 1.. Sittwe General Hospital, Sittwe, Myanmar, for the above and inclusive of all charges stated herein above. **The all inclusive lump sum price needs to be accompanied by a statement indicating a clear "break up" of all inclusive lump sum price of its various components constituting it along with values/amount indicating against each of such components adding to arrive at all inclusive lump sum price.** The prices are to be kept valid for acceptance up to 180 days from the date of the opening of bids. No other charges in addition will be payable on any account over and above the lump sum price quoted. The prices

should be given both in figures and words. Offers with price variation clause will not be accepted, the rates quoted in ambiguous terms such as "freight on actual basis" or "taxes as applicable extra" or "packing forwarding extra" will render the bid liable for rejection. VAT, whichever applicable will be incorporated in the above all inclusive lump sum price. Custom duty exemption certificate, custom clearance and octroi exemption certificate will be issued/ arranged by MEA/ Government of Myanmar and price to be quoted accordingly.

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advise the purchaser and quote accordingly. Bidders shall indicate the actual amount of Octroi, basic custom duty, custom clearance charges etc. which becomes otherwise payable in the extreme event of consignee not in a position to release certificates like CDEC, Octroi Exemption Certificate etc.

6.1(b) Offer for Import Origin Goods

Offers for Import origin goods shall clearly indicate firm, "All inclusive lump sum price" and giving its break up of as FOB (Free on Board), Insurance, **CIP** (Carriage and Insurance paid to, named place of destination), local transportation and Insurance etc. and all other charges for services to be rendered as explained under offer for Indigenous goods. Customs handling & clearance, CDEC will be provided/ arranged by MEA/Government of Myanmar.

6.1 (c) The payments to both indigenous supplies as well as import supply shall not exceed the All Inclusive lump sum price.

6.2 The purchaser will evaluate Bids based on all inclusive lump sum prices quoted for each **package**.

6.3 Any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.

6.4 The bidder shall bear all taxes / duties/ incidental charges for the parts replaced or supplied during the Warranty period.

6.5 Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the Tender Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder's qualifications to perform the contract if its Bid is accepted.

7.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- a) that, in the case of a Bidder offering to supply Goods of import origin under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. Manufacturers to quote themselves or through their Indian Agent duly authorised by them. In this regard, the Bidder should submit an Authority Letter from their manufacturers.

In case of a Item of package comprising group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer's of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorization as per the format given in the bid document.

- b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualifying criteria to satisfactorily perform the contract;
- c) The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

8. **DOCUMENT ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.

8.2 The documentary conforming evidence of the Goods' and Services' conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:

- a) a detailed description of the Goods essential technical and performance characteristics;

- b) **a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.**

8.3 For purpose of the commentary to be furnished pursuant to clause 8.2(b) above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or equipment, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

9. **BID SECURITY**

8.1 The Bidder shall furnish, as part of its Bid, Security as indicated in Invitation for Bids (IFB) Table - A/ Press Tender Notice, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB.

The bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid 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 bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be)

9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.

9.3 The Bid Security shall be in the form of a demand Draft drawn in favour of "HSCC (I) Ltd., payable at New Delhi from a Nationalised/Scheduled bank. Bid Security can also be in the form of Bank Guarantee drawn in favour of HSCC (I) Ltd., E-6(A), Sector -1, Noida. Bid Security shall remain valid for a period of 45 days beyond the bid validity period from date of initial bid opening. EMD/Bid Security Form Format has been enclosed.

9.4 Any Bid not secured in accordance with paras 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the techno-commercial & price bid will be treated as invalid.

9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by, clause 10.

9.6 The successful Bidder's Bid Security will be discharged upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.

9.7 The Bid Security may be forfeited:

- a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or
- b) in the case of a successful Bidder, if the Bidder fails:
 - i) to sign the contract in accordance with Clause 23 ;
 - ii) to furnish Performance Security in accordance with Clause 24.
 - iii) if the bidder does not accept an error correction pursuant to clause 17.2

9.8 No interest will be payable by the Purchaser on the Bid Security.

9 [B] **Bid Document Fee:**

Bid Document Fee is Rs.3500/-. Bid Document Fee paid is non-refundable and the Bid Documents are non-transferable. Bidders will deposit the Bid Document Fee at HSCC office at Noida. Fee can be deposited either in cash or through crossed account payee Demand Draft drawn in favour of HSCC (I) Ltd. drawn on any nationalized/Scheduled bank payable at NOIDA/New Delhi, before date & time of submission of bid. The Bids will not be accepted without proof of payment of the Bid Document Fee.

A bidder can quote for one or more packages by paying just once for the bid document fee of Rs.3500/-.

However, separate bid shall be submitted for each package.

Foreign eligible Bidder is allowed to submit bid document fee and Bid Security (as per ITB clause 9) in any freely convertible foreign currency of equivalent amount asked in the aforesaid bid document.

The bidder can contact Consultant, for any clarification in the matter.

10. **PERIOD OF VALIDITY OF BIDS:**

10.1 **Bids shall remain valid for 180 days** after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

A bidder granting the request will not be required nor permitted to modify its bid.

11. **PREPARATION AND SIGNING OF BID:**

- 11.1 The bidders shall submit their bid as per the instructions contained in ITB Clause 5.
- 11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised to bind the Bidder to the contract. The letter of authorisation shall be indicated by written power-of-attorney accompanying the Bid. All the pages of the Bid must be page numbered, initialled and stamped by the person or persons signing the Bid.
- 11.3 The Bid shall contain no inter-lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

12. **SUBMISSION OF BIDS:**

The bid shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:

- (i) Tender Fee and EMD (Both online and physical)
- (ii) Pre-qualification and Technical compliance as per following documents (online):
- 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) Bid Form as per section V.
 - c) Copy of PAN.
 - d) Certificate of Incorporation/Declaration being a proprietary firm.
 - e) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
 - f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
 - g) Performance statement along with required PO copies and its corresponding end user's satisfactory performance/ installation certificate as per section V.
 - h) Affidavit as per Section V.
 - i) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry
- (iii) Price Bid (Only online).

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of bid. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

Unless otherwise specified, the bidders are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at HSCC (India) Ltd., E-6A, Sector-1, Noida-201301, ((UP).

13. **DEADLINE FOR SUBMISSION OF BIDS i.e. TECHNOCOMMERCIAL BID (UNPRICED) AND PRICE BID INCLUDING BID SECURITY**

- 13.1 As indicated in the Press Tender Notice/IFB.
- 13.2 Bids must be submitted as per the instruction given in ITB 5 on the specified date and time as mentioned in the bid document. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.
- 13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. **LATE BIDS & MODIFICATIONS/WITHDRAWAL OF BIDS**

- 14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the purchaser, pursuant to clause 13 will be rejected.
- 14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed & signed, marked and submitted in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 14.4 No bid may be modified subsequent to the deadline for submission of bids.
- 14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7.

15. **OPENING OF BIDS BY PURCHASER:**

- 15.1 The Purchaser will open the Techno-commercial bid only, in the presence of Bidder's representatives who choose to attend, in the HSCC office, on the due date and time as mentioned in the IFB. The Bidder's representatives who are present shall, sign a register evidencing their attendance. The Bidders' representatives shall furnish letter of Authority as per bidding document format from their principals to attend the Bid opening.

- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially suitable and comply with the Bid will only be opened on a date to be intimated later to these bidders.
- 15.4 Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.
- 15.5 Non-submission of Bid Security & Bid document fee by any bidder will render the bidder invalid and such bidder's bid will not be opened.

However the bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid 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 bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be)

16. **CLARIFICATION OF BIDS:**

- 16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid.
- 16.2 Clarifications sought & reply received to be all in writing, no change in price or substance of Bid permitted.

17. **PRELIMINARY EXAMINATION:**

- 17.1 The Purchaser will examine the Bids 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 Bids are generally in order.
- 17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected (unless in the opinion of the purchaser there is an obvious error in the unit rate, in which case the total price against item would prevail and unit rate shall be corrected accordingly). If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.

- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6) Warranty (GCC Clause 26). Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself. In case of any deviation to the Warranty (GCC Clause 26), Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) in the Techno-commercial/ Price Bid, the Bid Form, signed and accepted by the Bidder, which stipulates acceptance of all the terms & conditions of tender document, shall supersede all other terms & conditions given in the tender by the Bidder.
- 17.5 In normal circumstances if a bid is not substantially responsive, it will be rejected by the purchaser.

18. **EVALUATION AND COMPARISON OF BIDS:**

- 18.1 The Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation.

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.

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 1st 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.

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 L1 price, in a situation where L1 price is from someone other than on 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 L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

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 on MSE, failing which their tender will be liable to be ignored.

19. **CONTACTING THE PURCHASER:**

- 19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.
- 19.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

20. **AWARD OF CONTRACT:**

20.1 **AWARD CRITERIA:**

Subject to Clause 22, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be techno commercially acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. **PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The Purchaser reserves the right at the time of award of contract to increase/decrease the total quantity of Goods and services for which bids have been invited by up to 25% of their value (rounded to the next whole number).

22. **PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or reject any Bid and annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.

23. **NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:**

- 23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder by registered post/speed post/courier/fax that its Bid has been accepted by enclosing detailed order copy in duplicate. This will constitute the formation of the contract and date of the contract shall be the date of each notification.
- 23.2 Upon the successful Bidder's returning back one copy of the order within 10 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of

successful bidder, pursuant to Clause 9, and also discharge Bid Security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

24.1 Within 10 days of the date of notification under Clause 23.1 the Successful Bidder shall furnish the Performance Security/Security Deposit for 10% of the contract price in the form of a Demand Draft/ Bank Guarantee drawn in favour of HSCC (India) (I) Ltd. payable at Noida or New Delhi from a Nationalised/Scheduled bank.

24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, and in such event the Purchaser may go for re-tendering.

25. **LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors that would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Purchaser accepts the Bid.

Joint Secretary – (DPA-III)

SECTION - II

GENERAL CONDITIONS OF CONTRACT (G.C.C.)

1. DEFINITIONS:

- 1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated.
- (a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).
 - (b) "The Contract Price/All inclusive lump sum Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;
 - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
 - (e) "The Purchaser" means the organisation purchasing the Goods i.e., Ministry of External Affairs , Government of India, South Block, New Delhi acting through their Consultants HSCC (I) Ltd.
 - (f) "Consultant" shall mean M/S. HSCC (INDIA) LTD, having its Corporate Office at E-6(A), Sector-1, Noida (U.P.)-201301 and registered at 205, East End Plaza, Plot No.-4, D.D.A.- L.S.C., Center-II, Vasundhra Enclave, Delhi- 110 096
 - (g) "The Supplier" means the individual or firm supplying the Goods and services under this contract;
 - (g) "Consignee" means where the Goods are required to be delivered at the destination, i.e. 1. Sittwe General Hospital, Sittwe, Myanmar

2. APPLICATION:

- 2.1 These General "Conditions" shall apply to the extent that provisions in other parts of contract do not supersede them.

3. STANDARDS:

- 3.1.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the

authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

4. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern sample, or information furnished by or on behalf of the Purchaser in connection there with, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any documents or information enumerated in para 4.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself enumerated in para 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by the Purchaser.

5. **PATENT RIGHTS:**

- 5.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design right arising from use of the Goods or any part thereof.

6. **CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):**

- 6.1 Within 10 days after the Supplier's receipt of award notification and order copies of the contract, the Supplier shall furnish performance Security to the Purchaser in the amount specified (IFB) in the document.
- 6.2 The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the expiry of the period stated in clause 6.3.
- 6.2 The Performance Security unless deposited under GCC clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the suppliers performance obligations, including the warranty obligations under the contract.

7. **INSPECTION & TESTS:**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.
- 7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier (s) at point of deliver and/or at the Goods' final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' delivery to the Consignee shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.
- 7.5 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 26.
- 7.6 Principal/ foreign supplier shall also have the equipment inspected by recognized/reputed agency like SGS, Liloyd or equivalent (acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

8. **PACKING:**

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods' final destination and absence of heavy handling facilities at all points in transit.
- 8.2 The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the

supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

- (a) a packaging note quoting the name of the purchaser
- (b) the number and date of order
- (c) nomenclature of the goods
- (d) schedule of parts for each complete equipment giving part number with reference to assembly

8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods due to faulty protective & insecure packing and shall arrange for prompt replacement.

9. **DELIVERY and INSTALLATION:**

9.1 Delivery and Installation of the Goods upto the site shall be made by the Supplier as per following from the date of placement of order or from the date of establishment of Letter of credit in favour of principals in case of imported origin Goods unless specified in IFB :

S. No.	Package No	Time Period
1	1 to 2	3 months

In case spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer spare parts and tools for delivery along with the main Goods only and not before. The name of consignee is : 1.Sittwe General Hospital, Sittwe.

10. **INSURANCE:**

10.1 The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery and installation at site. Insurance policy shall be valid upto date of Installation and commissioning of equipment. Proof of Insurance shall be made available before issuance of dispatch clearance.

10.3 For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" {final destination(designated consignee place)} on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the suppliers risk until delivery, Installation & Commissioning at designated consignee place. The claimant of the insurance shall be HSCC (I) Ltd., Noida.

11. **TRANSPORTATION:**

To be arranged by the supplier up to consignee duly insured as per clause 10.

12. **PAYMENT:**

Both for Indian origin goods and for import origin goods. To be read in conjunction with clause 6.0 of ITB.

12.1 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the Goods delivered and Services performed and by shipping documents, such Goods to be duly certified and wherever applicable supported with documentary evidence in support there of Satisfactory installation duly certified by authorized personnel of 1. Sittwe General Hospital, Sittwe./MEA authorities shall accompany for release of balance payment.

12.2 **FOR INDIGENOUS GOODS & IMPORTED ORIGIN GOODS QUOTED IN INDIAN RUPEES:**

Both, for Indian origin goods quoted directly by Indian manufactures only as well as for imported origin goods quoted in Indian Rupees by Indian Agents duly authorized by foreign manufacturers as per tender conditions. To be read in conjunction with clause 6.0 of ITB.

- i) **70% of the invoice value** will be made within 30 days as per provisions in Clause GCC 15 on receipt of following necessary documents:
- 1). Country of Origin Certificate.
 - 2). Quality & Quantity Certificate.
 - 3). Packing List.
 - 4). Internal Factory Inspection Report.
 - 5). Warranty Certificate.
 - 6). Copy of Airway Bill/Bill of Lading (in case of imported goods).
 - 7). Copy of Bill of Entry (in case of imported goods).
 - 8). Insurance certificate valid up to installation & commissioning of equipment at site
 - 9). Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.
 - 10). Invoice.
 - 11). Dispatch Clearance Certificate of MEA/HSCC.
 - 12). Transportation Invoice.
- ii) **Balance 30% payment** subjected to clause 6.1 of ITB will be released within 30 days, upon receipt of consignee receipt certificate and Consignee Acceptance Certificate (as per the format attached with the bid) from Medical Superintendent of 1. Sittwe General Hospital, Sittwe. Invoice as per provisions in Clause GCC 15.

All such Invoices/Certificates/Reports as mentioned above shall be addressed as: **Ministry of External Affairs, Government of India, South Block, New Delhi through HSCC (I) Ltd., Noida**

12.3

FOR IMPORT ORIGIN GOODS:

Payment will be made by opening of Irrevocable Letter of Credit (LC) in favour of the Foreign manufacturer, covering 100% of the Net FOB value of the equipment with the condition of remittance of **70% of net FOB value + Freight & Insurance charges** through LC on shipment and on submission of the following necessary documents from foreign manufacturer:

- 1) Country of Origin Certificate
- 2) Quality & Quantity Certificate
- 3) Packing List
- 4) Internal Factory Inspection Report
- 5) Warranty Certificate
- 6) Airway Bill/Bill of Lading
- 7) Insurance certificate valid up to installation & commissioning of equipment at site
- 9) Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch
- 10) Invoice of LC amount
- 11) Dispatch Clearance Certificate of MEA/HSCC

Balance 30% payment subjected to clause 6.1 of ITB will be released within 30 days, upon receipt of consignee receipt certificate and Consignee Acceptance Certificate (as per the format attached with the bid) from Medical Superintendent of 1. Sittwe General Hospital, Sittwe. Invoice as per provisions in Clause GCC 15

For equipment quoted in foreign currency, payment shall be made through LC at an exchange rate prevailing on the date of negotiation of LC. The LC will be opened by the HSCC (I) Ltd. through its accredited bank.

Indian Agency Commission along with other charges (wherever applicable) towards turnkey activities, local transportation, Installation etc. shall be released within 30 days upon after receipt of following necessary documents:

- 1). Satisfactory Installation & Commissioning Certificate and Consignee Receipt Certificate from Medical Superintendent of 1. Sittwe General Hospital, Sittwe/MEA
- 2). Transportation Invoice
- 3). Bill of Entry
- 4). Invoice
- 5). Warranty Certificate

All such Invoices/Certificates/Reports as mentioned above shall be addressed as:
Ministry of External Affairs, Government of India, South Block, New Delhi through HSCC (I) Ltd., Noida

Indian Agency Commission shall be paid considering the exchange rate prevailing on the date of placement of Order/Notification of Award.

12.4

The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

To enable MEA/HSCC to issue Dispatch Clearance Certificate, supplier/manufacture is to furnish following documents:

1. Country of Origin Certificate
2. Quality & Quantity Certificate
3. Packing List
4. Internal Factory Inspection Report
5. Warranty Certificate
6. Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.

All such Certificates/Reports as mentioned above shall be addressed as:
Ministry of External Affairs, Government of India, South Block, New Delhi through HSCC (I) Ltd., Noida

After scrutiny, if the documents found in order, **Dispatch Clearance Certificate** shall be issued to the supplier.

No goods (both Indians & Import origin goods) shall be dispatched before issue of Dispatch Clearance Certificate by MEA/HSCC.

- 12.5 Payment for turnkey activities, local supplies, local transportation, Installation etc. (wherever applicable) shall be released as per Clause GCC 12.3

13. **PRICES:**

- 13.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.
- 13.2 In receipt of offer in foreign currency, the exchange rate prevailing on the date of opening of bid (Techno Commercial bid) shall be taken for comparison of bid prices.

14. **DELAYS IN THE SUPPLIER'S PERFORMANCE:**

- 14.1 The time and the date specified in the Contract for the delivery and installation commissioning & training of the Goods shall be deemed to be the essence of the Contract.
- 14.2 Delivery, installation and commissioning & training of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 14.3 An unexcused delay by the Supplier in the performance of its delivery, installation & commissioning Training obligations and performance of Services shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.
- 14.4 If at any time during performance of the Contract, the Supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the Goods and performance

of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.

15. LIQUIDATED DAMAGES:

15.1 Subject to force majeure, if the Supplier fails to deliver, install and commission & training any or all of the Goods or perform the Services within the time period(s) specified in the Contract and during the warranty period_ the Purchaser shall, without prejudice to its other remedies under the Contract or extended under clause 14.3, deduct from the Contract price, as Liquidated Damages, a sum equivalent to 1.0% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the delayed portion of work. Once the maximum is reached, the Purchaser may consider termination of contract.

16. TERMINATION FOR DEFAULT:

16.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.

- (i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- (iii) If the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

For the purpose of this clause

“Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprived the Borrower of the benefits of free and open completion.

16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or unperformed and the Supplier shall be

liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminate.

17. **FORCE MAJEURE:**

17.1 Notwithstanding the provisions of Clauses 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause and clauses 14.3, 15.1 & 17.3 "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or sovereign or contractual capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.4 In case of Force Majeure event the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs. In such event, supplier shall not raise any claim against the Purchaser.

18. **TERMINATION FOR INSOLVENCY:**

18.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. **TERMINATION FOR CONVENIENCE:**

19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

19.2 The goods that are complete and ready for shipment within 20 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For remaining Goods the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the reminder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20. **RESOLUTION OF DISPUTE**

20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred for resolution to the Indian Arbitration by Indian Council of Arbitration in accordance with the Arbitration & Reconciliation Act 1996 with latest amendments if any.

20.3 Venue of Arbitration shall be at **New Delhi**.

20.4 The language of the Arbitral proceedings shall be English.

21. **GOVERNING LANGUAGE:**

21.1 The Contract shall be written in the language of the Bid (English Language) as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

22. **APPLICABLE LAW:**

22.1 The Contract shall be interpreted in accordance with the laws of Union of India.

23. **NOTICES:**

23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

23.2 A notice shall be effective when delivered or on the Notice's effective date, whichever is later.

24. **TAXES AND DUTIES:**

- 24.1 Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted Goods to the Purchaser.
25. **The Bid Security of successful bidders will be released after receipt of contract performance security and contract formation under clause of 23.1 of ITB.**
26. **WARRANTY (For Equipment, Accessories, Software & Hardware):**
- 26.1 The supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials **both in Hardware and Software**, unless otherwise provided in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevalent in India.
- 26.2 This warranty shall remain valid (subject to clause 26.4) for minimum 12 months after the Goods have been satisfactorily installed & commissioned as duly certified by the appropriate authority, whichever is earlier. The comprehensive Warranty shall include free services and free provision of spares. It shall be the responsibility of supplier (or their principal) to ensure all consumables/reagents/necessary spares are available continuously without interruption.
- 26.3 The Purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.
- 26.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The Supplier shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter. The warranty period will stand extended accordingly. The supplier shall ensure a minimum uptime guarantee of 95% for the equipment.
- 26.5 If the Supplier having been notified fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract or in Law.
- 26.6 The Purchaser reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.
- 26.8 Nothing in this clause 26 shall affect the Purchaser's other rights under the Contract or in Law.

27 INSPECTION & TEST PROCEDURES:

- (i) The Stores will be inspected at MEA/HSCC's sole discretion before packing at the manufacturer's premises and on receipt at site by MEA/HSCC nominated representatives. The decision of MEA/HSCC (I) Ltd. in the matter of acceptability of the

stores will be final and binding. In case MEA/HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at site at no extra cost.

28 SUPPLY, INSTALLATION AND COMMISSIONING AND WARRANTY SERVICING: (IN RESPECT OF EQUIPMENTS)

The Supply, Installation and Commissioning of the equipment & trial run have to be done at site by the supplier/or his authorised agent. No additional charges for installation and commissioning will be paid. The Supplier and Indian agent shall be liable for this service for goods of import origin.

29 TRAINING:

Free demonstration, operational and maintenance training will have to be provided at the site of installation to the assigned personnel, during trial period.

For high end equipment like CT Scan and MRI training and hand holding should be provided for radiologists and technicians for a period of 3 months onsite at the expense of supplier and the supplier has to depute its technical person onsite for three months for the above purpose.

30 MANUALS:

The Supplier has to provide **three sets (two in hard copy and one in CD)** of operation manuals and maintenance manuals along with each equipment to each consignee and one set of Operation & Maintenance Manual is to be provided to Purchaser while claiming 70% payment. The maintenance manual should give details up to component level and the faultfinding procedure with detailed illustrations.

31 JURISDICTION:

All disputes arising out of the contract shall (subject to clause 20) be subject to the jurisdiction of the appropriate court at New Delhi only.

Special Note: (Forming part of SCC).

- i) MEA/HSCC is not bound to accept the lowest tender or any tender or to assign any reasons for non-acceptance.
- ii) MEA/HSCC reserves right of selection of equipment without restrictions to price factor alone.
- iii) Deleted

Joint Secretary – (DPA-III)

SECTION – III

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever, there is a conflict, the provisions herein shall prevail over the General Conditions of Contract.

1. The Performance Security unless deposited under GCC Clause 6.2 will be discharged by the purchaser not later 30 days following the date of completion of the supplier's performance obligations, including the Warranty obligations under the contract.
2. Insurance: For delivery of goods at site, the insurance including transit and installation & commissioning insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination – designated consignee place) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the Supplier's risk until delivery and installation & commissioning at site.
3. For Import origin goods quoted, the Supplier or the Indian agent shall have to arrange at his own cost for all import/custom clearance handling formalities. Purchaser upon advance notice from supplier shall only provide the CDEC (Custom Duty Exemption Certificate), Octroi Exemption Certificate, etc. wherever required.
4. **A. Minimum Qualification Criteria (For Equipment):**

Qualifying Minimum Requirements:

(To be supported with documentary evidence strictly as per instructions given as foot-note under Proforma for Performance Statement)

- i) Bidder should be a regular manufacturer or an authorised Indian agent for the type of stores offered.
- ii) An authorised Indian agent could be for (a) an imported origin equipment duly authorized by the foreign principal quoting through the Indian agent (b) Sole selling Agent duly authored by the Manufacturer for Indian origin equipment.
- iii) Indigenous Manufacturers to quote themselves or through their Sole selling Agent duly authored by them.

In case of item of a package comprising group of items, then Bidder may give Self Manufacturer's authorisation for main equipment and for associated equipment from other manufacturers of his choice (indigenous/imported) for which Bidder shall submit Manufacturer's Authorization as per the bid format.

- iv) For Package 1 to 4: Bidders or the Manufacturer represented by him should have in the past 5 years from the date of bid opening, satisfactory executed for the package items offered, at least one single order of like nature of item and quantity not less than 25% or two single order of 12.5% of quantity of package item offered by bidder.

The bidders shall furnish "End User Certificates/Client Certificates "indicating contact details i.e. name of person, phone/fax/mobile nos. etc. End User Certificates/Client

Certificates should be for those Purchase Order only for which Copies are submitted by the bidder.

B. Other eligibility requirements:

- i) Bidder should have a present installed capacity/sales capacity to match the delivery requirements.
- ii) **The Bidder should submit audited balance sheet and Profit & Loss Account along with auditor's report for the last 3 years duly signed and stamped by the Chartered Accountant with their member number to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.**

Notwithstanding anything stated above, the purchaser reserves the right to assess the capability and capacity of bidder to perform the contract.

- iii) Clause 13 shall apply for the relevant items.
- iv) Bidder should not stand deregistered/banned/blacklisted by any government authorities and an undertaking for the same shall be submitted by the bidder on non judicial stamp paper duly notarized.

Note: The purchaser reserves the right to ask for a free demonstration of the quoted equipment at a predetermined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the price bid.

5. Last Five years Performance Statement from the date of Bid opening: Bidders should give performance statement of orders for similar Package items satisfactorily executed to sizeable value both in quantity & cost in comparison to Package items offered in the price bid.

6. **Bid Form: To be submitted by all bidders as per format enclosed. In case Bid Form is not submitted by the Bidder as per format, their bid shall be liable for rejection.**

8. Deleted

9. Miscellaneous:

- a) While quoting for the **package**, all components and quantities specified in the **package** must be quoted. The purchaser will evaluate bid on Package wise basis. **The bid shall stand rejected if all the components and quantities specified in the package are not quoted.**
- b) Evaluation will be made on the basis of total all inclusive lump sum price value offered for the each package.
- c) The break up of "all inclusive lump sum price" of the **package items**; is also to be furnished in the price offered by bidder.
- d) i) Bidders are requested to quote for the proven and time tested renowned brands of equipment/accessories having countrywide reputation and acceptance. The Purchaser, however, reserves the right to decide on it's own as to which of the brand/makes quoted by the bidders are to be considered or not to be considered as proven/reputed, for the purpose of evaluation.

- ii) No bidder for the purpose of offering lowest price shall quote for local brands/refurbished/ reconditioned stores, which are not time tested, as these would be liable for rejection.
 - iii) Although bidder may quote for more than one brand for the same price, the purchaser shall have the right to select the brand amongst alternatives quoted and its decision will be binding on the bidder.
 - iv) **Bidder in their own interest can quote for items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the commissioning or acceptance or otherwise of the equipment of the bidder will be a doubtful proposition.**
- e) The Supplier directly or through his Indian agent wherever applicable will be liable for the contractual obligation including delivering the ordered goods and for undertaking satisfactory installation and commissioning etc. including warranty servicing.
10. Bidders are to inspect the site premises and the proposed place of installation of equipment and certify their satisfaction that the proposed site is suitable and compatible for the installation of the offered unit. Bidder may take up with consignee for their site visit.
 11. Bidders are to ascertain normal power supply fluctuation range and to certify that it is compatible with the offered unit of equipment. A guarantee to such effect should be offered by each bidder along with details of electrical appliances proposed to be deployed for taking care of such fluctuation.
 12. Bidder's offer should be on a "Turn Key" basis for inclusion of all costs incidental to the same.
 13. For X-Ray and related equipment in any **package** only such of those bidders who have the approval/authorisation of BARC/AERB shall only be considered and this clause to be read in conjunction with qualifying criteria clause.
 14. The substantial responsiveness of bidder will be determined as per MEA/HSCC'S own qualitative internal assessment in consultation with client/consignee, and with reference to bidders reasonable level of compliance to various stipulated terms and conditions in the Bid Document, Compliance to submission of various documentary supporting evidence, other related information along with the bid, the degree of performance status, and high order value execution for prestigious good clients etc. weight age given to bidder on qualitative basis by the evaluation committee, besides other merits of the bidder such as proven source market reputation, past experience and feed back gained in respect of bidder etc. Accordingly, in line with the above, the purchaser reserves the right as not liable to bidder on account of this prudent internal assessment and that bidder shall have not claims whatsoever.
 15. Bidders must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilisers, U.P.S. etc. required for successful installation testing and commissioning of the system and the "All inclusive lump sum price" should include all such

costs, each **package** is to be considered a package in itself and suppliers to execute the order package on a “turn key basis” including all civil, electrical, air – conditioning & allied requirement for the equipment, at the site.

16. Every effort has been taken to put forth general specifications in this bid documents. If inadvertently, any of the specification drawn happens to match with the specifications of any one particular firm’s product only, in respect of critical parameters, than it will not automatically mean that this particular firm’s offer is only technically suitable. In general, the specifications offered by other firms will be assessed in their own entirety to ascertain whether or not the broad functions in general expected of the equipment are available with reasonable tolerance on the desired requirements of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.
17. Bidders who have paid the Bid Document Fee as per Clause 9[B] of ITB & Bid Security as per Clause 9 of ITB are only eligible to quote. The bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid 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 bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be)
18. The supplier/manufacturer shall be responsible for organising timely delivery of the equipment to the destination including installation and commissioning of the same at the designated consignee site. Necessary insurance strictly as per the instruction given in the relevant clause (GCC 10) of this bid shall also be arranged by the supplier/manufacturer covering all these activities including transit cum erection insurance from destination to destination (designated consignee site).
19. **The following clause needs to be read in conjunction with Clause 6 of ITB and Clause 26.2 of GCC & will prevail upon the description given for warranty elsewhere in the bid document/ with Equipment Specifications.**
Warranty for Equipment:
“Supplier/ Manufacturer should provide minimum 1 year standard warranty (if the warranty is less than 12 months) full onsite comprehensive warranty with spares from the date of installation. Warranty will start only from the date of final acceptance of the machine at the department and price quoted inclusive of these criteria.
The HSCC/MEA shall enter into agreement with the principal manufacturer and the agent for warranty as per enclosed format. The principal Manufacturer and the agent shall adhere to it.
20. **Bidders should provide list of consumables and standard spare parts separately in the Techno-commercial Bid along with details of source of supply.**

Joint Secretary – (DPA-III)

SECTION - IV

Description & Specifications of Equipment

Technical Specification

Package 1

Instrument set for Functional Endoscopic Sinus Surgery

Qty 1 each for all the items

- 1 BLAKESLEY nasal forceps Straight 11/13 cms working length, sizes 2 & 3
- 2 BLAKESLEY nasal forceps 45 deg upturned 11/13 cms working length, size 2
- 3 BLAKESLEY nasal forceps 90 deg upturned 11/13 cms working length, size 2
- 4 Through cutting, tissue sparing
 - (a) straight, size2, length 11/13 cms
 - (b) upturned, size2, length 11/13 cms
- 5 Antrum punch
 - (a) right side backward cutting, length 10/14 cms
 - (b) left side backward cutting, length 10/14 cms
- 6 Maxillary antrum cannula
 - (a) long curved, out side 2.5/3mm length 12.5/15cms
 - (b) short curved, outside 2.5/3mm length 12.5/15cms
- 7 nasal forceps
- 8 Cup shaped forceps, size 2, length 11/13cms
- 9 STAMMBERGER forceps 65deg upturn, 3/3.5 mm dia., length 12cm
- 10 KERRISONS punch, straight, size 2mm, 3mm
- 11 Sickel Knife standard size
- 12 Curette – Frontal Sinus/Maxillary Sinus (cup)

Endoscope for Sinus Surgery length 18 cm

Qty 1 each for all the items

- Endoscope 0° 4mm & 2.7 mm
- Endoscope 30° 4mm & 2.7 mm
- Endoscope 70° 4mm

Technical Specification

Package 2 Operation Table: ELECTRO – HYDRAULIC

1 Description of Function

SI	Name
1.1	Electro- Hydraulic operating Tables are simple tables for performing surgical procedures.

2 Operational Requirements

SI	Name
2.1	OT Table is required for general surgery and should have X-Ray translucent tops.

3 Technical Specifications

SI	Name
3.1	<ul style="list-style-type: none"> a. Four/five section table top with divided foot section b. Table top should permit x-ray penetration and fluoroscopy c. All table positioning, i.e., height, back section, lateral tilt, trendelenburg, and antitrendelenburg, except foot and head section should be operated hydraulically and electro - hydraulically" d. Should have a manual position selector/ remote controlled. e. The casings on the frame and centre supporting column should be made of hygienic stainless steel f. Mattress should be radioluscent and suitable for fluoroscopy
3.2	Measurements:(approximate) <ul style="list-style-type: none"> a. Height: 730-1040 mm b. Side tilt: + 15-20 degrees c. Back section adjustment: 20 degree (Down) to 70 degrees (Up). d. Foot section adjustment: - 90 to 0 degree, detachable e. Trendelenburg: 25 degree f. Anti trendelenburg: 25 degree g. Head section adjustment: -40 to -30 degree, detachable h. Width: 550 mm with side rails i. Length: 1950 mm

4 System Configuration Accessories, spares and consumables

SI	Name
4.1	System as specified
4.2	ACCESSORIES: All accessories including the ones listed below should be quoted. The specific accessories and their quantity will depend upon actual requirement

- a. Padded arm rest with straps - pair with clamps 2nos.
- b. Anaesthesia screen with clamps 1 nos.
- c. Side supports: pair with clamps 2nos.
- d. Shoulder supports: pair with clamps 2nos.
- e. Knee crutches for lithotomy position: pair with clamps 2 nos.
- f. X-ray cassette tray 2nos.
- g. Kidney bridge 1nos.
- h. Patient Restraint Strap 4nos.
- i. All Accessories for operating in prone position 1set

5 Environmental factors

SI	Name
5.1	The unit shall be capable of being stored continuously in ambient temperature of 0 -50 deg C and relative humidity of 15-90%
5.2	The unit shall be capable of operating continuously in ambient temperature of 10 - 40deg C and relative humidity of 15-90%

6 Standards & Safety

SI	Name
6.1	Should be US FDA or European CE approved product
6.2	International Safety standards like IEC 60601-2-46 or equivalent

7 Training

SI	Name
7.1	Comprehensive training for staff of user department and support services till familiarity with the system.

8 Warranty & Service

SI	Name
8.1	Comprehensive warranty as per bid.

Package 2 -PATIENT TRANSFER TROLLEY

1. Overall length 205cm – 215 cm
2. Overall width 76 cm – 80 cm
3. Should have weight bearing capacity of 200 kgs or more
4. Height range 55 cm – 92 cm
5. Trendelenburg and reverse Trendelenburg 12-180
6. Should have pneumatic cylinders assisted back rest 80-900
7. Roller bumpers on all corners
8. Fold down full length siderails on each side
9. Retractable fifth wheel to assist in maneuver ability of the stretcher
10. The castors should be of 20 cm diameter
11. Central locking brake and steer controls at head and foot end
12. The mattress should be of vinyl/polyurethane and with thickness of 8-10 cm, water proof and antibacterial, fire retardant, and anti static
13. The stretcher should have integrated storage space for oxygen cylinder.
Foldable IV poles on all 4 corners.
14. Should have detachable and foldable shelf for keeping monitor.
15. CE Europe marked or FDA US approval is required
16. Demonstration of model quoted in the hospital is must

Package 2 LABOUR TABLE

Specifications:

- Tubular Stainless Steel Frame with three section SS Top with manually operated back rest on ratchet, U Notch on middle section.
- Foot end section sliding completely (telescopically) under main frame. Adjustable height & Trendeleberg position. Gas Spring assisted /strong mechanism. Pair of detectable padded leg rest. Self locking Traction Handle
- Adjustable I/V rods.
- Removable style SS side railing on three sides with mattress covered with leatherite.
- Size 180 L x 68W x 75 cm (Approx)

SECTION -V

FORMATS

Price Schedule

PRICE SCHEDULE – A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED IN INDIA

1	2	3	4	5							6
Schedule	Brief Description of Goods	Country of Origin	Qty. (No.)	Ex-factory/ Ex-Warehouse/ Ex-Showroom/ Off the Shelf	Excise Duty (if any) – In % or value	Sales Tax/ VAT/ CENTVAT (if any) – In % or value	Packing & Forwarding charges	Inland Transportation, Insurance, Loading/ unloading,, Incidental Costs till Consignee's Site	Incidental Services (including Insurance, Installation & Commissioning Supervision, Demonstration & Training) at Consignee's Site	Total Unit Price (Rs.) =a+b+c+d +e+f	Total Price (Rs.)
				5(a)	5(b)	5(c)	5(d)	5(e)	5(f)	5(g)	4x5(g)

Total Tender Price in Rupees:

In words:

- Note: 1. If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.
 2. The bidder will be fully responsible for the safe arrival of the goods at destination (consignee's site) in good condition.

Signature of the Bidder:

Name:

Business Address:

Seal of Bidder:

Date & Place:

PRICE SCHEDULE

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5								6
				Price Per Unit								
Item	Brief description of goods	Country of Origin	Qty (Nos)	FOB Price at port/ airport of Loading	Freight and Insurance	CIP Price at port/ airport 5(a) + 5(b)	Customs Duty with CDEC & NMIC if applicable (To be reimbursed by the purchaser)	Customs Clearance & Handling	Inland Transportation, Insurance, loading/ unloading and incidental cost till consignee's site	Incidental Services (including Insurance, Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site	Total Unit Price = 5(c)+5(d)+5(e)+ 5(f)+5(g)	Total Price
				5(a)	5(b)	5(c)	5(d)	5(e)	5(f)	5(g)	5(h)	4x5(h)

Total Tender Price: _____

In Words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The Bidder will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition.

Indian Agency commission- _____% of FOB (included/excluded above)

Signature of Bidder _____
 Name _____
 Business Address _____
 Seal of the Bidder _____

Place: _____ Date: _____

C) PRICE SCHEDULE FOR TURNKEY

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE	Turnkey price

Note: -

1. The cost of Turnkey as per Technical Specification 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 100% after the installation of the equipment and submission of Installation Report .

Name_____

Business Address_____

Signature of Tenderer_____

Place: _____

Date: _____

PROFORMA FOR PERFORMANCE STATEMENT
{For a period of last five years from the date of Bid opening}

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

Order Placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been supplied satisfactorily (Attach a certificate from the Purchaser/ Consignee)
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

Note: This form will be considered complete only if duly filled and supported with proof of satisfactory client’s installation certificates along with respective order copies & same shall be applicable for assessing single order execution criteria as per SCC clause 4A (iv) of this document.

Contract Form

CONTRACT FORM

THIS AGREEMENT made the day of20..... between [name of Purchaser] of [country of Purchaser] (hereinafter called "the Purchaser") of the one part and[name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz, [brief description of Goods and Services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of[Contract price in Words and Figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz. :
 - a **the Bid No. HSCC/PUR/MEA - Myanmar/Equipment/2016-17/02 dated 11.05.2017**
 - b Bid Form and the Price Schedule submitted by the Bidder;
 - c the Schedule of Requirements;
 - d the Technical Specifications;
 - e the General Conditions of Contract;
 - f the Special Conditions of Contract; and
 - g the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Goods & Services	Quantity to be Supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE :

DELIVERY & INSTALLATION SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the

said _____ (For the Purchaser)

in the presence of : _____

Signed, sealed and delivered by the

said _____ (For the Supplier)

in the presence of : _____

MANUFACTURERS' SELF AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFBNO. _____

Line Item No. _____

We _____ who are established and reputable manufacturers of _____ (name and description of goods offered) having factories at _____ (address of factory) do hereby submit a bid, and sign the contract with you against the above IFB. No. _____

No company or firm or individual other than M/s _____ (name of the manufacturer) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for the goods and services offered for supply by us against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFB.No. _____

Line Item No. _____

We _____ who are established and reputable manufacturers of _____ (Name and Description of Goods offered) having factories at _____ (Address of Factory) do hereby authorize M/s _____ (Name & Address of the Agent) to submit a bid, and sign the contract with you against the above IFB. No. _____

No company or firm or individual other than M/s _____ (Name of the Agent) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note: - This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. Authorisation to be given to the one firm only, otherwise bid will stand rejected.

BID SECURITY FORM

Whereas1 (*hereinafter called "the Bidder"*) has submitted its bid dated

..... (*date of submission of bid*) for the supply of
(*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of

.....
(*name of country*), having our registered office at (*address of bank*)
(*hereinafter*

called "the Bank"), are bound unto **HSCC (I) Ltd., E-6(A) Sector – 1 , Noida**(*name of Consultant*) (*hereinafter called "the Consultant"*) in the sum of

_____ for

which payment well 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 Bidder

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) does not accept the correction of errors in accordance with the ITB; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

- (a) fails or refuses to execute the Contract Form if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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 of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and **including forty five (45) days after the period of the bid validity**, and any demand in respect thereof should reach the Bank not later than the above

Date: (Signature of the Bank)

Name of Bidder

PERFORMANCE SECURITY FORM

To: HSCC (I) Ltd. (Name of Consultant) **WHEREAS**
..... (Name of Supplier) hereinafter called "the
Supplier" has undertaken , in pursuance of Contract (Purchase order) No.....
dated,..... to supply.....(Description of
Goods and Services) hereinafter 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 recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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 limit 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.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20.....

Address :

.....

AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money and blacklisting of our firm.

Date:
bidder)

(Signature of the

NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by Public Notary

Format of Compliance Statement

TECHNICAL COMPLIANCE FORMAT

This information to be filled in as per the following format by all the bidders for each equipment quoted by them and duly signed and to be submitted along with the techno-commercial bid:

Line Item No. (1)	Technical Specifications as mentioned in the bid document (2)	Technical specifications of equipment offered by the bidder (3)	Compliance w.r.t. bid specification (4)	Deviation w.r.t. bid specification (5)	Remarks (6)

The information given above is factual & based on product specification details as per the latest catalogues/ product data sheets and technical literature enclosed.

Signature of the bidder & seal:

SECTION - VI

Consignee Receipt & Acceptance Certificate

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorised representatives)

The following Goods (Quantity mentioned against each) has/have been received in good conditions along with a copy of inspection report and Purchase Order / Contract copy containing details of the equipment ordered.

- 1. Name of the item supplied :
- 2. Product No. :
- 3. Name of the Supplier/ Manufacturer :
- 4. a) Quantity supplied :
b) Quantity supplied in damaged condition, if any :
- 5. Place of destination :
- 6. Name and Address of the Consignee :
along with Telephone No. & Fax No.
- 7. Date of the receipt of stores by consignee :
- 8. Signature of the Medical Superintendent :
of Hospital with date
- 9. Name of the Medical Superintendent :
- 10. Seal of the consignee
- 11. Contract No :

CONSIGNEE ACCEPTANCE CERTIFICATE

(To be issued by Purchaser's representative/Consignee's authorised representative)

The following goods/equipment, supplied by the Supplier at this Hospital are as per the specification mentioned in the Purchase Order/ Contract and have been successfully installed, tested and commissioned by the Supplier including imparting training:

1. Description of the item(s) supplied :

2. Name of Supplier :

3. a) Quantity Supplied :

- b) Quantity supplied in
 damaged condition, if any :

4. Name and address of Consignee :

5. Date of receipt of Consignee :

6. Date of Installation, Demonstration
and Training by Supplier :

7. Signature of the Medical Superintendent
of Hospital with date :

8. Name of the Medical Superintendent

9. Seal of Consignee :

- Telephone Number of Consignee :

- Facsimile Number of Consignee :

10. Contract No.

SECTION - VII

Schedule of Requirement

Package No.	Equipment	Qty	Bid Security in Rs.
1	Endoscopic Sinus Surgical set	1	42000
2	OT Table – General surgery	1	100000
	Patient Trolley for Operation Theatre	4	
	Labour Table	4	

DELIVERY, INSTALLATION and COMMISSIONING (GCC 9):

Delivery and Installation of the Goods upto the site shall be made by the Supplier as per following from the date of placement of order or from the date of establishment of Letter of credit in favour of principals in case of imported origin Goods unless specified in IFB :

S. No.	Package No	Time Period
1	1 to 2	3 months from the date of placement of order (or from the date of establishing Letter of Credit in favour of the Principals in case of imported origin Goods)

Details of the Consignee

Details of the Package	Consignee
Package No. 1 to 2	Sittwe General Hospital, Sittwe

Section -VIII

CHECK LIST FOR BIDDERS

(Bidders must fill-up this Section in all respects and submit with un-priced bid)

IFB No:

Package No.:

Sr. No	Document	Bidder's Confirmation (confirmed / not confirmed)	Page No. in the bid	Remark
1.	Bid document fee submitted.			
2.	EMD submitted along with details i.e. item no., item description, amount etc.			
3.	Bid form as per the Bid document submitted on the letter head of the company.			
4.	Manufacturer authorization form as per Format given in the Bid document on the letter head of the company.			
5.	Original copy of Power of attorney (on non- judicial stamp paper of appropriate value) of the signatory to the signing Bidding Document.			
6.	Copy of PAN			
7.	Certificate of Incorporation / Declaration being proprietary firm			
8.	Technical Compliance Statement submitted			
9.	Commercial Compliance Statement submitted			
10.	Audited Balance sheet & Profit and Loss statement (duly signed by the auditor) for the last 3 financial years			
11.	Price schedule has been filled-up strictly as per Format given in bid document.(submitted only online)			
12.	Copy of price schedule with prices blanked out has been submitted with un-priced bid			
13.	Affidavit			

Important Note:

- 1) All pages of bid submitted should be page numbered are indexed.
- 2) The bidder may also go through the check list and ensure that all the documents / confirmed listed above are enclosed in the bid and no column if left blank. If any column is not applicable, it may be filled up as NA.

Signature with Date _____
Name & Designation With Company's Seal _____

ECS Format required with every bill for payment

- 1. Name of the Beneficiary & address : -----
- 2. Name of Beneficiary's Bank : -----
- 3. Name of Beneficiary's Bank Branch. : -----
- 4. A/c No. Current /Saving : -----
- 5. IFSC/RTGS/ECS No. of Beneficiary's Bank Branch. (Please give complete Number) : -----
- 6. Account of Remittance : -----

NOTE:-

- 1. The Bank should be Computer Based Service
- 2. Should be on Letter head of the vendor
- 3. A copy of Bank cheque in case of ECS.

(Signature of Beneficiary)
Name -----
Designation -----
Date -----

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