

NATIONAL TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENT

FOR & ON BEHALF OF

Safdarjung Hospital, New Delhi

On E-Tender Basis

HSCC/SJH/Medical Equipment/2015/22 Dated 10/10/2016

BY



HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

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

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SECTION- I

NOTICE INVITING TENDERS (NIT)
For NATIONAL TENDER ENQUIRY DOCUMENT
HSCC (INDIA) LTD
(A GOVERNMENT OF INDIA ENTERPRISE)
 Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301

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SAFDARJUNGHOSPITAL & VMMC, NEW DELHI
GOVT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE

Tender Enquiry No.: HSCC/SJH/Medical Equipment/2015/22

Dated 10.10.2016

NOTICE INVITING TENDERS (NIT) - On E-TENDER BASIS

Medical Superintendent, Safdarjung Hospital & VMMC, New Delhi under Ministry of Health & Family Welfare, Govt. of India through their Consultants HSCC (India) Ltd. invites **On-line bids** from eligible bidders, in single stage two bid system for supply, installation, testing, commissioning & handing-over of various **Medical Equipment for New Emergency Block & Super-Specialty Block at Safdarjung Hospital & VMMC, New Delhi:**

| Sr. No | Equipment Details | QTY/Requirements | EMD (INR) |
|---------------|-----------------------------------|--------------------------|------------------|
| 1. | 3 Tesla MRI Unit | 1 no. In Emergency Block | 20,00,000.00 |
| 2. | Digital Radio Fluoroscopy | 1 no. In Emergency Block | 4,00,000.00 |
| 3. | Digital Mobile Radiography System | 2 no. In Emergency Block | 3,40,000.00 |

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 for downloading from **10.10.2016 to 31.10.2016**. Prospective bidders are advised to regularly scan through HSCC E-tender portal www.tenderwizard.com/HSCC, as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate advertisement will be made for this.

(2) **Tender No.: HSCC/SJH/Medical Equipment/2015/22****Dated 10.10.2016**

| Sl. No. | Description | Schedule |
|----------------|---|---|
| i. | Dates of sale of tender enquiry documents | 10.10.2016 to 31.10.2016 10.00 hrs to 1400 hrs IST |
| ii. | Place of sale of Tender Enquiry Documents | HSCC (India) Ltd, Plot No. 6-A, Block-E, Sector-1, Noida (U.P)- 201301 |
| iii. | Cost of the Tender Enquiry Document | INR 3, 000/- |
| iv. | Pre Tender Meeting Date & Time | 20.10.2016, 14.30 hrs. IST |
| v. | Pre Tender Meeting Venue | Medical Superintendent Office, Conference Room, Safdarjung Hospital, New Delhi |
| vi. | Closing date & time for receipt of Tender | 31.10.2016, 1430 hrs IST |
| vii. | Time and date of opening of Techno – Commercial tenders | 31.10.2016, 1500 hrs IST |
| viii. | Venue of Opening of Techno Commercial Tender | Same as 2 (ii) |

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

3. The prospective bidders who have not registered can register with E-procurement system of NIC 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 tender shall be submitted all the necessary documents and in physical form (with respect to few documents as mentioned in the SIT) in parts/covers as mentioned below:

Part-I In Original Offline (In separate Envelope) & Copy Online

- (i) Tender Fee and EMD
- (ii) Affidavit as per Section XIX
- (iii) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- (iv) Technical compliance for the quoted goods vis-à-vis the Technical specifications and with all related brochures/catalogues in the tender enquiry, technical bid

Part-II Online

- (i) Tender Fee and EMD
- (ii) Power of Attorney
- (iii) Tender Form as per section X.
- (iv) Manufacturers Authorization Form
- (v) Affidavit as per Section XIX
- (vi) Proforma A

- (vii) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- (viii) Technical compliance for the quoted goods vis-à-vis the Technical specifications
- (ix) Name, address and details of account with respect to bidder and/or beneficiary of L/C. Copy of PAN. Certificate of Incorporation/Declaration being a proprietary firm.
- (x) Audited Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account). Certificate of Regn. Issued by Directorate of Industries/NSIC, if SSI unit.
- (xi) Quality Control Requirements as per Section VIII

Price Bid (Only online).

- Price Schedule
- CMC Price Schedule
- Turnkey Price Schedule

4. All prospective tenderers may attend the Pre Tender meeting. For all the above tender IDs, Pre-bid meeting shall be held as mentioned above.

5. To participate in the submission against the tender, it is mandatory for the Applicants to get digital signature and get themselves registered with e-tendering system.

6. Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com for downloading. The cost the Tender Enquiry Document is **INR 3,000/ 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.. Tenderer may download the tender enquiry documents from the website and submit its tender 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 tender on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC.

7. Tenderers shall ensure that their tenders, 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 tenders will be treated as late and rejected.

8. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organisation, the physical form of tenders 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 for corrigendum/amendments etc., if any, as these there no separate advertisement for them.

9. Purchaser/HSCC reserves the right to annul the tendering process at any stage without assigning any reason thereof.

**Medical Superintendent
SafdarjungHospital,
New Delhi.**

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

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers

- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxx) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxi) "RT" means Re-Tender.

2. Introduction

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

instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form

- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Affidavit
- Section XX – Check List
- Section XXI – Consignee

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

9. Amendments to TE documents

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified in the referred website only.
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser **in writing on or before the due date of pre-bid meeting**. No queries will be entertained later on. The purchaser will respond in writing to such request as per the schedule.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

- 11.1 The bids shall be submitted online and in physical form in three parts/covers as mentioned below:
- (i) Tender Fee, EMD, Pre-qualification as per Tender Terms and referred in checklist at section XIX and as mentioned in para A below.
 - (ii) Technical Bid
 - (iii) Price Bid (Only online).

Tenderers 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 Tender (Un priced Tender)

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate/Installation Reports.
- viii) Certificate of Incorporation in the country of origin.

B) Price Tender:

1. Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.
2. The price should be quoted for the accounting unit indicated on the website.

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

Note:

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent,

if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

- 12.3 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.

- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. Bidders must quote the prevailing taxes and duties as applicable.

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

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

- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
- c) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3

- months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- d) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the Total tender price of goods quoted CIP basis at consignee site in India as indicated in the List of Requirements, Price Schedule and Consignee List
 - g) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 Excise Duty:

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

13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the

contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.5 Customs Duty:

The Purchaser will reimburse the Customs duty wherever applicable. Supplier shall be responsible for customs clearances of the consignments.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- d) Copy of the agreement between Indian Agent & their principal detailing the scope of work/services during warranty & after sales periods.

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

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

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

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

17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

18. Documents establishing Good's Conformity to TE document.

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer

- falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be)
- 19.3 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque and
 - iii) Bank Guarantee
 - iv) FDR
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "**HSCC (India) Ltd**" payable at New Delhi/Noida. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from the **original last date** for submission of the tender/bid.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 The tender 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 submissions for all the documents and physical submission only for affidavit as per point i) below and original Technical brochures/catalogues against point j):
 - 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) b) Tender Form as per section X.
 - c) 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) Quality Control Requirements as per Section VIII
 - h) Performance statement along with required PO copies and its corresponding end user"s satisfactory performance certificate as per section IX.
 - i) Affidavit as per Section XIX
 - j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry (Both online and physical)
- (iii) Price Bid (Only online).

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

Unless otherwise specified, the tenderers 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).

22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for physical submission of tender falls on /is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

23. Late Tender

23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

24. Alteration and Withdrawal of Tender

24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

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

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

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

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

25.3 The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).

Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

27.2 Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

27.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- (i) Tender form as per Section IX (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

27.5 The following are some of the important aspects, for which a tender shall be declared nonresponsive during the evaluation and will be ignored;

- (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
- (ii) Tender validity is shorter than the required period.

- (iii) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (v) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
- (vi) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (vii) Poor/ unsatisfactory past performance.
- (viii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (ix) Tenderer is not eligible as per GIT Clauses 5& 17.1.
- (x) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xi) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Infirmary/Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Equipment-wise Evaluation

33.1 The tenders will be evaluated and compared separately for each equipment. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery on DDP basis at Consignee site basis, inclusive of applicable taxes, duties, incidental services. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

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

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

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

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

36. Tenderer's capability to perform the contract

36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the

List of Requirements, then, such determination will be made separately for each schedule.

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to fifty (50) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to fifty (50) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

Further, Purchaser reserves the rights to delete any of the tendered items without assigning any reason whatsoever. Purchaser as deemed fit, out of the total tendered quantity for the tendered items may place Notification of Award for the quantity as per the requirements and may defer the balance quantity of the item(s) to be supplied later.

41. Notification of Award

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

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

42. Issue of Contract

42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

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

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

44. Return of E M D

44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

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

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after

Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

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

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

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| F | 26 to 27 | Scrutiny and Evaluation of Tenders | No Change | 26 |
| G | 36 to 46 | Award of Contract | No Change | 26 |

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below: In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

Submission of Tenders

(i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF or JPEG format as prescribed) and uploaded for on-line submission of Proposal. However, physical documents as per NIT to be submitted in “**ORIGINAL**” to HSCC (India) Ltd. before the prescribed date & time for submission of physical tender restricted to the following documents only.

- a) Demand Draft towards Tender Fee in favour of HSCC (India) Ltd.
- b) EMD in the prescribed format in favour of HSCC (India) Ltd.
- c) Technical Data Sheet and original technical literature/ Brochure (if any)
- d) Affidavit as per Section XIX

(ii) All document(s)/ information(s) other than above including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF PRICE BID/FINANCIAL PROPOSAL**) should be **uploaded online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.

(iii) The prospective bidders may scan the documents in low resolution (**75 to 100 DPI**) instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.

(iv) The prospective bidders may upload Drawing files, if any, in “**.dwf**” format so that the size of document is less. This is a generic format and all software supports this format.

(v) At the time of cover content creation, the prospective bidders would have to define the document type as “**.rar**” format.

(vi) The prospective bidders should be asked to zip all the .dwf files to a .rar file & upload it

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

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

All documents submitted physically or uploaded as scanned copies must be self-attested, legible and numbered.

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 66 months (as applicable warranty period of 5 years) from the date of Notification of Award.

- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form - B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub - clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

For Radiology, the equipment viz. CT Scan, MRI, Digital Radiography, Digital Radio Fluoroscopy, Ultrasound, X-Ray Machines etc. Should be DICOM 3.0 enabled & complied with HL7 (Health Level 7) Standards. DICOM 3.0 provides reliable protocols for integration of image data between imaging, non-imaging modalities, devices & systems.

For Laboratory Equipment, equipment should be ASTM (American Society for Testing & Materials) compliant for integration of System Software with Lab. Records & Database.

Above standards are required for interfacing of equipment with PACS (Picture Archiving & Communication System) & HMIS (Hospital Management & Information System) during the computerization of the Hospital.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration

etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following-g with indelible paint of proper quality:

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

8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such pre-dispatch inspections, inspections and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and

complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 Third Party Inspection to include only Physical & Relevant records Inspection of the Ordered Goods. However, Dispatch Clearance Certificate is issued without prejudice to the Purchaser's right to accept/reject the Ordered Goods after it's arrival at site/destination, if not found in accordance with the Purchase Order during the installation and testing at site and during the performance guarantee period. This dispatch clearance certificate will not absolve manufacturer from his responsibility to ensure that the Ordered Goods supplied are totally in accordance with the Purchase Order/Notification of Award.
- 8.10. The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency like SGS, Lloyd, TUV & Bureau Veritas prior to dispatch at the supplier's cost and furnish necessary Certificate from the said agency in support of their claim.

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

1. Copy of supplier's invoice showing contract number, goods description, quantity, unit price & total amount.
2. Country of Origin Certificate
3. Quality & Quantity Certificate
4. Packing List with Complete contents.
5. Internal Factory Inspection Report
6. Warranty Certificate
7. Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd, TUV & Bureau Veritas, prior to dispatch.

All such Certificates/Reports as mentioned above shall be addressed as:

**Medical Superintendent Safdarjung Hospital & VMMC, 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 HSCC.

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

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

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

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

11. Insurance:

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

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

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

13. Incidental services

- 13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.
- i) Installation & commissioning, Supervision and Demonstration of the goods
 - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
 - iv) Supplying required number of operation & maintenance manual for the goods

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

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

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

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

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin;
- (vi) Insurance Certificate as per GCC Clause 11.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The **warranty** shall remain valid for **60 months** from the date of installation & commissioning followed by a **CMC for a period of 5 (Five) Years** for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:-
 - X-ray and CT tubes and high-tension cables.
 - Helium replacement
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors including oxygen sensors.
 - All kind of coils, probes and transducers
 - All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys etc
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of sixty (60) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

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

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

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

19. Prices

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

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until final acceptance of the contracted goods to the purchaser. However, for goods directly imported shall be guided by the INCOTERM.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for Domestic Goods Or Foreign Origin Located Within India.

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

a) On delivery:

80% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Dispatch Clearance Certificate issued by HSCC.

b) On Acceptance:

Balance 20% payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

B) Payment for Imported Goods:

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

a) On Shipment:

80% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill , marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;

- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the despatched equipments issued by recognized/reputed agency like SGS, Lloyd, TUV & Beauru Varitus, prior to despatch.
- (x) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (xi) Dispatch Clearance Certificate issued by HSCC.

b) On Acceptance:

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

- c) **Payment of Incidental Costs** till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.
- d) **Payment of Indian Agency Commission:** Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

C) Payment of Turnkey, if any:

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

D) Payment for Annual Comprehensive Maintenance Contract Charges:

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

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non - transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges

would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We ____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery/Delay in the supplier's performance

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/

Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

22.6 Passing of Property:

22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

23.2 In the event of delay in submission of Proforma Invoice beyond 7 working days from the date of notification of award, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages, as per clause 23.1. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award / Tender Conditions.

23.3 Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 23.1.

24. Termination for default

24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

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

26. Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations

under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be

as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by **Medical Superintendent, Safdarjung Hospital, New Delhi**. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

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

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

31. **Applicable Law**

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

32. **Withholding and Lien in respect of sums claimed**

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. **General/ Miscellaneous Clauses**

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

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

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

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

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

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

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

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

34.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

34.3 i. In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 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.

- i. 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.
- ii. 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.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

SECTION - VI
LIST OF REQUIREMENTS

Part I

| Sr. No | Equipment Details | QTY/Requirements | EMD (INR) |
|--------|-----------------------------------|--------------------------|--------------|
| 1. | 3 Tesla MRI Unit | 1 no. In Emergency Block | 20,00,000.00 |
| 2. | Digital Radio Fluoroscopy | 1 no. In Emergency Block | 4,00,000.00 |
| 3. | Digital Mobile Radiography System | 2 no. In Emergency Block | 3,40,000.00 |

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

60 days from date of Notification of Award except, for MRI, CT Scan, DR System, DRF System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which the delivery period will be 90 days from date of Notification of Award. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

b) For Imported goods directly from foreign:

60 days from date of opening of L/C except, for MRI, CT Scan, DR System, DRF System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which the delivery period will be 90 days from date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway Bill. (Tenderers may quote earliest delivery period).

c) Installation & commissioning within 15 days of receipt of goods at site except for MRI, CT Scan, DR System, DRF System, DSA, Gamma Knife, Gamma Camera, PET CT, Cath Lab. for which installation & commissioning to be done within 90 days of receipt of goods at site.

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

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

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V:

Warranty & Comprehensive Maintenance Contract (CMC) as per bid document.

Part VI:

Required Terms of Delivery and Destination.

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

At Consignee Site – Specified in the List of Requirements

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

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on Consignee site basis. The shipping arrangements shall be made by the supplier accordingly.

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

NOTE: For goods to be imported from abroad the Tender shall submit Proforma Invoice within 07 working days from the date of Award for establishing Letter of Credit process.

Consignee/destination details as mentioned in Section-XXI.

Section - VII
Technical Specifications

Technical Specification of 3.0 Tesla MRI System

Technical specifications

Whole Body 3.0 Tesla Magnetic Resonance Imaging System optimized for all body applications, such as musculoskeletal, vascular, pediatric, hepatobiliary, abdominal, cardiac and neurological applications with super conducting magnet, high performance gradients and digital Radio Frequency System. The manufacturer/ bidder must quote the latest 'state of the art' 3 Tesla MR system as per the specifications below or better.

Please mention the year of launch of the quoted model Offered model should be latest RSNA November 2015 launch- or later **the manufacturer will guarantee the latest available model at the time of delivery**. The detailed specification that follows shall be understood to be minimum requirement.

The offered model should be **USFDA approved**. Authentic and legible certificate for the same should be annexed.

The scanner supplied should not have any refurbished/recycled parts/accessories.

1 Magnet

- a 3.0 T active shielded super conductive magnet should be short and non-claustrophobic.
- b It should have at least 70 cm patient bore with flared opening.
- c Magnet length should be less than 200cm.
- d Homogeneity of the magnet should be better than 1.5 ppm at 40 cms (guaranteed homogeneity)
- e The magnet should be well ventilated and with in-bore illumination with built in 2 way intercom for communication with patient.
- f It should have a built in cryo-cooler such that helium consumption is minimized and does not exceed 0.05 litre/hour.
- g. Specify hardware and software for acoustic noise reduction.
- h Active shielding/ Fringe field - quote values for 5 Gauss and 1 Gauss line.
- i External shielding - external interference shield (sufficient to house the magnet, anaesthesia and physiologic monitors) should be provided.

2 Shim System

- a High performance, highly stable shim system with global and localized manual and automated shimming including 3D shimming for high homogeneity magnetic field for complete imaging, volume imaging & CSI and spectroscopy.
- b Auto shim should be available to shim the magnet with patient in position

3 Gradient System

- a Actively shielded Gradient system in X, Y, Z planes
- b The gradient should be actively shielded with each axis having independently a slew rate of at least 200 T/m/s and a peak amplitude of 40mT/m.
- c The system should have efficient and adequate Eddy current compensation.
- d Effective cooling system for gradient coil and power supply

4 RF System

- a A fully digital RF system capable of Multi Transmission with 2 amplifiers of at least 15kW each or one amplifier of 30 kW, to reduce magnetic susceptibility affects.
- b It should also have at least 32 independent RF receiver channels "acquisition" with each having bandwidth of 1 MHz or more along with necessary hardware to support quadrature array / Matrix coils.
- c It should support Parallel acquisition techniques with a factor of 12 or more. Highest available PAT factor to be quoted.
- d Should allow remote selection of coils and or coil elements.
- e The operating frequency should cover 1H and 31P nucleus (for multinuclear spectroscopy 1H and 31P)

5 Patient Table

- a) Patient table should be fully motorized and dockable with computer controlled table movements in vertical and horizontal directions. (Specify the patient load capacity)
- b) A CCTV system with LCD display to observe the patient should be provided
- c) Emergency manual traction of the subject from the magnet.
- d) Table technology - Bolus chasing with automatic/ continuous moving table should be offered and should be available with fluoro triggered MR angiography for manual and fast switchover in less than 1 sec for CE-MRA. Latest table technology available with the vendor (globally) should be offered (eg. TIM-CT, etc.)

6 Computer System/Image Processor Operator Console

- a) The main Host computer should have a 19 inches or more high resolution LCD TFT color monitor with 1024 x 1024 matrix display. The system should have image storage capacity of 100 GB for at least 2,00,000 images in 256 x 256 matrix.
- b) The Image reconstruction speed should be at least 1300 images/second or more for full FOV 256 matrix.
- c) The main console should have facility for music system for patient in the magnet room. The system should have DVD / CD/ Flash drive archiving facility. Supply 1000 DVD along with the system. The system should be provided with auto DVD writer.
- d) Patient monitoring devices for ECG, respiratory rate, pulse rate, O2 saturation at console.

7 Measurement System

- a) Largest Field of View should be at least 48 cm in all three axis. Specify the highest FOV and minimum FOV.
- b) The measurement matrix should be from 128x128 to 1024x1024. Highest matrix available to be quoted.
- c) Minimum 2D slice thickness mm should be equal to or less than 0.5
- d) Minimum 3D slice thickness mm should be equal to or less than 0.1

8 Coil System

The main body coil integrated to the magnet must be Quadrature/CP of the latest technology. In addition to the inbuilt body coil, following coils should be quoted for which the number of channels and number of elements for each coil should be maximum that the vendor has in their product list. All coils (other than coils for exclusive spectroscopy, like surface coils) should be compatible for parallel acquisitions.

- i Multichannel Head coil with at least 16 channels for routine brain imaging.
- ii Multichannel Head coil with 32 channels or more for EPI/DTI application.
- iii Neuro-vascular Coil with 20 or more channels or Head / Neck Coil combined, capable of high resolution neuro-vascular imaging or combination of head & neck coil for similar coverage.
- iv Spine Array/Matrix Coil for thoracic and lumbar spine imaging with at least 32 channels acquisition per exam
- v Body Array/Matrix coil with at least 40 cm z axis coverage for imaging of abdomen, with at least 32 channels Acquisition for body part angiograms and heart. In case one coil cannot provide this coverage then multiple coils should be offered. (The best available body coil with the vendor must be supplied)
- vi Suitable surface coil for peripheral angiography application of at least 32 channels
- vii Bilateral Breast Coil with at least 16 channels with fully functional spectroscopy.
- viii Dedicated Shoulder Coil- at least 8 channels
- ix Dedicated Knee Coil - at least 8 channels
- x Dedicated Wrist Coil - 8 channels
- xi Loop Flex Coil - large & small (at least 2 to be provided)
- xii Small flex coil for pediatric and neonatal head and neck applications- 8 channels or more
- xiii Dedicated Ankle Coil with 8 channels or more
- xiv Body Array matrix coil/phased array coil- 20 channels or more.
- xv. Ear/Eye, TMJ coil

TOTAL COILS - 16 Nos.

For Storage of all coils a caddy to be provided.

The coil system should permit coverage of 200cm

The system should continuously monitor the RF coils used during scanning to detect failure modes. (RF coils should not require either set up time or coil tuning; Multi coil connection for up to 2 or more coils simultaneous scanning without patient) repositioning. i.e. like 4GTIM/GEM/D stream coil combination should be quoted as standard.

9 Application Package

Data acquisition:

- i The system should be capable of 2D and 3D acquisitions in conventional, fast and ultrafast spin echo and gradient echo modes so that real-time online images can be observed if needed. All the sequences that are available with the vendor at the time of quote/delivery should be provided as per their manual.
- ii 2D multi-slice imaging should be possible in all planes (axial, sagittal, coronal, oblique and double oblique)
- iii Up to 1024 x 1024 matrix acquisitions preferred for all applications
- iv Half fourier or other techniques to reduce scan acquisition time while maintaining adequate SNR

- v 3D volume, multiple contiguous slabs, multiple interleaved and multiple overlapping slabs
- vi Slice thickness in 2D and partition in 3D to be freely selectable
- vii Dynamic acquisition (serial imaging) with capability to initiate scan sequences either from the magnet panel or from the console
- viii Dynamic acquisition: number of repeat scans with delay time either identical time interval or selectable
- ix Auto slice positioning from the localizer images
- x Maximum-off center positioning both anterior-posterior and lateral direction and should be selectable
- xi Gating: physiological signals like ECG, pulse, respiratory
- xii External signal triggering (interface for triggering input pulse from external source). The provision should be available at the console also (for fMRI, EEG, etc)
- xiii Simultaneous acquisition, processing and display of image data in 2D multi-slice mode.
- xiv Selection of voxels from oblique slices should be possible while doing spectroscopy.
- xv Artifact reduction/ imaging enhancement/ image filtering/ image subtraction/ addition/multiplication/ division techniques:
- xvi Flow: 1st and 2nd order flow artifact compensation
- xvii Presentation slabs: a number of relocatable saturation bands to be placed either inside or outside the region of interest
- xviii Graphic prescription
- xix Fat saturation techniques: frequency selective RF pulses to suppress fat signals in the measured image FOV. ROI selective (regional) fat suppression should also be given.
- xx Magnetization transfer saturation: Off resonance RF pulses to suppress signals from stationary tissue in FOV
- xxi Phase contrast capability in 2D and 3D mode: Image intensity correction
- xxii Breath hold acquisition
- xxiii EPI mode
- xxiv DTI with MDDW or equivalent with a minimum of 12 and selectable upto 64/256 direction encoding
- xxv Data acquisition in all three standard planes (axial, sagittal and coronal) and oblique and double oblique planes or more oblique planes
- xxvi Higher matrix acquisition capability in single shot EPI. Acquisition time, TR, TE and slice thickness should be clearly mentioned and supported by data sheet reference.
- xxvii The vendor should offer multi coil acquisition in order to optimize throughput increase and increased effective FOV. Individual acquisition elements of every coil should be mentioned.

Imaging pulse sequences:

- i All standard and special pulse sequences available at the time of quote/delivery should be offered and quoted in the bid. Fat suppression for high quality images both inversion recovery and Dixon method/ IDEAL/ 3D Dual Echo/ m-Dixen. The system should acquire motion artifact free images in T2 studies of the brain in restless patients (Propeller, Multivane, Blade, etc.). Dynamic study for pre and post contrast scans and time intensity studies.
- ii The system should be capable of selecting TR and TEs as per requirement in majority of the pulse sequences.
- iii Spin echo (SE): multi-slice single echo, multi-slice multi-echo (8 echo or more), SE with symmetrical and asymmetrical echo intervals and fast spin echo. MT-SE imaging sequence.

- iv Inversion recovery (IR): including short T1 modified IRSE, FLAIR, DIR (Double inversion recovery).
- V Gradient echo (GE): with transverse gradient/ RF spoiling and transverse gradient re-phasing, e.g., GRASE or equivalent etc. 3D gradient echo with shortest TR and TE, free choice of angle selection, while maintaining SNR
- vi Fast sequences
- vii Fast spin echo and GE sequences in 2D and 3D mode with T1,T2 and PD contrast capable of acquiring maximum number of slices with a given TR at minimum TE, echo train should be at least 256 or more in fast spin echo mode
- viii Half fourier acquisition capabilities should be available with/without diffusion gradients and in combination with fast spin echo
- ix Fast inversion recovery with spin echo
- x Fast gradient spin echo IR multi-slice multi-echo mode with maximum ETL. Sequences should incorporate RF focussing to acquire ultra-fast gradient spin echo
- xi Fast gradient echo sequences should incorporate RF spoiling and other technique to acquire images in ultra-fast 2D and 3D modes, gradient echo with ETL of 255 or more.
- xii Fat and water suppressed imaging sequences
- xiii EPI optimized sequences (with and without fat suppression) with ETL of 255 or more.
- xiv For T1, T2, PD imaging, perfusion, regular diffusion values (at least 5b, 3 directions) EPI-FLAIR, EPI-IR, EPI-FLAIR diffusion tensor, EPI-MT-FLAIR, tensor diffusion (at least 16 b values in minimum 32 directions) and diffusion studies. Suitable artifact/ fat suppression techniques to be incorporated in the sequence to have optimum image quality.
- Xv There should be capability of calculating ADC map(isotropic and anisotropy from the regular diffusion and tensor data)
- xvi Optimized sequence package for special applications.

Special application packages:

- i The vendor must provide their specialized and optimized imaging sequences with post-processing packages for (i) neuro, (ii) body, (iii) oncology, (iv) cardiac, (v) angio, (vi) ortho, (vii) pediatric and other applications. For example, this includes packages like optional/ premium/ advanced/ application suite/ etc.

Please give details of licences for acquisition post-processing and for special packages quoted for the following applications

a) Neuro Applications

1 Functional MRI accessories and post-processing:

- i Functional Imaging with package for BOLD Imaging and spectroscopic imaging and processing package capable of real-time processing and display of color overlay (in real time) using 32-channel head coil being supplied with the system.
- ii Complete MRI solution including audio-visual projection (3D capable) system
- iii The audio-video projection system should have the capability to project 3D images/ movies to the subject, and should be compatible with the 32 channel head coil, and should include all attachments that may be required for complete integration
- iv The system should be integrated with stimulus presentation/ paradigm generator along with licensed software (like superlab, eprime, presentation, etc.) which is capable of presenting audio-visual, audio, video (multiple formats), etc.
- v The paradigm presentation should be synchronised with the scanner (for starting and ending along with measurements)

- vi Integration and provision near the console for external trigger (of the sequence) for synchronising MRI acquisition with paradigm
- vii Post-processing work station / server with post-processing software and hardware associated, with licences for processing the BOLD data (with required licensed operating platform required like MATLAB, IDL, etc.)
- ix The system should have the option of integrating binocular eye-tracker, and should give good quality MR compatible eye-trackers (binocular), along with eye-tracking software at the console (on a separate PC/laptop)
- x The entire MRI hardware package should be from a single vendor for complete integrated solution. Please specify the vendor.
- 2 2D/3D Arterial Spin labelling
- 3 Perfusion imaging of brain with software for rBV, CBV etc analysis.
- 4 Susceptibility weighted imaging I SWANI Venus BOLD.
- 5 Multi Direction DTI with minimum of 32 directions. (Complete package including DTI quantification and tractography software). Prospective motion correction enabled software preferred. Spinal tractography should also be possible.
- 6 T2 Relaxometry and volumetric analysis for Hippocampus
- 7 3D-T2 weighted Turbo Spin for volumetric acquisition reconstructed in any plane e.g. for lumbar spine and for nerve root analysis
- 8 High resolution imaging for inner ear. Please specify sequences eg. CISS or equivalent
- 9 The system should have facility for flow quantification of CSF aqueduct, spinal canal, vessel flow. Both retrospective and prospective gating should be possible.
- 10 Whole spine imaging with fusion software.
- 11 Real time Brain Wave, Pre Acquisition / post processing or Inline BOLD or BOLD Specialist.
- 12 Sequences such as Double Inversion recovery for "Plaque Imaging' in Carotids to be provided.
- 13 MR ventriculography, cisternography, myelography

b) Cardiac applications:

- 1 Advanced Cardiac Applications: VCG gating, Morphology/wall motion; Cine perfusion imaging; Myocardial viability imaging; Arrhythmia rejection techniques, Advanced Cardiac Ventricular Measurement Analysis; Cine Cardiac Tagging Techniques; Coronary artery techniques; real time interactive imaging, 2D/3D fast field echo/balanced/steady state techniques. Myocardial tagging, STIR for cardiac use, stress perfusion, 3D acquisition of whole heart in one breath hold. Complete cardiac evaluation package to be included on the workstation, besides the main console. 2 T1, T2, T2 quantification. Tools for evaluation in real time with automated guidance

c) Musculoskeletal:

- 1 High resolution imaging for cartilage and musculoskeletal imaging. Parametric MAP be available. dGEMERIC or equivalent, radial imaging for menisci and labrum
- 2 The system should have software package for evaluation of bone marrow.
- 3 Whole body screening imaging studies for metastasis.

d) Hepatobiliary and abdominal system.

- 1 High resolution Abdominal and Liver imaging in breath hold and free breathing modes with respiratory triggered volume acquisitions with navigation, liver iron quantification and liver fat quantification software, and spectroscopy
- 2 The system should have basic and advanced MRCP packages including free breathing and 3D techniques.

e) Vascular Imaging

- 1 MR angio Imaging Should have 2D/3D TOF, 2D/3D Phase contrast (with and without gating and magnetization transfer saturation), black blood angiography for cerebral, pulmonary, abdominal and peripheral vessels and TONE, ceMRA, Facilities for high temporal and high resolution 4D angio imaging for time resolved vascular imaging with imaging frame of 40 frames/sec or more.
- 2 Bolus chasing with automatic and manual triggering from fluoroscopy mode to 3D acquisition mode with moving table facility for whole body application. Specify table movement. Inline subtraction should be available.
- 3 "Non contrast enhanced" peripheral angiography for arterial flow with Native/Trance/inhance sequences.
- 4 Time resolved angiography with contrast kinetics like 4D TRACKS/ 4D BLISS/ KTblast or equivalent.
- 5 Perfusion study in organ systems like kidney, brain, heart etc. with T1 perfusion with permeability maps, and quantification of rCBF/ rCBV, MTT, etc, with color maps.

f) Breast Imaging:

Advance package including diffusion, spectroscopy and perfusion with time intensity curve.

g) **Diffusion Weighted Imaging** with at least b value of 7000 or more. Whole body diffusion weighted imaging with background suppression

h) Spectroscopy:

The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel, Multislice & Multi-angle 2D, 3D Spectroscopy and Chemical Shift imaging in 2D / 3D.

The complete processing / Post processing software including color metabolite maps should be available on main console and the workstation and each of the five clients. Complete prostate, breast, liver spectroscopy hardware and applications should be provided. Spectroscopy phantom for important short echo time neurometabolites, breast and prostate Water and lipid suppression in automated sequences

- i) **Prostrate Imaging** with Parametric cards (Ktrans, Kep, Ve, Vp)
- j) **Productivity improvement Techniques** with availability of "Previous Scans" such as Smart Exam/ Auto Align /Ready for Brain, breast, joints including shoulder, hip, knee etc. to be provided. Integrated exam planning should be possible. All filming, viewing and export options should be possible.

10 Additional software and hardware & Accessories (price to be mentioned separately not to be included in price for calculation of L1).

- i Multi Nuclear Spectroscopy: Facility of P31 Imaging & Spectroscopy. Double tuned surface coil for P31 and H1 Imaging and spectroscopy for liver, calf muscle, heart, etc.
- ii Double tuned head coil for 31P and 1H spectroscopy
- iii MR elastography.
- iv MRI- HIFU complete system with application for fibroid, prostate, bone etc.
- v "Silent MRI" sequence package
- vi TIM whole body suite. Any other hardware, software application packages with the tender to be quoted.
- vii) Breast coil, biopsy attachment – 4 channels.
- viii) Carotid coil/ Suitable coil for carotid plaque imaging.
- ix) Coil for Cardiac application

11 Additional workstation:

Client server architecture-server with 5 concurrent clients (Dexus, Intelligence Portal, Syngo.via, etc. or higher) capable of rendering 40000 images at peak performance. Workstation hardware should be industry standards, and should be the latest with the vendors, as per their globally launched product catalogue.

Please quote separate licences for all the processing quoted.

- a) A Server workstation with preferably the same user interface as of main console is required with the availability of all necessary software including.
 - i. Basic post-processing software including MIP, MPR, surface reconstruction and volume rendering technique, Image fusion , 3D evaluation on all five concurrent clients.
 - ii. Advanced post-processing offered applications including FMRI, perfusion quantification, advanced diffusion and DTI, advanced cardiac evaluation(EF, Calculation, Wall motions, analysis) including perfusion analysis, processing of 2D/3D CSI data, with color metabolite mapping, quantification of CSF flow data, vascular analysis package **on at least two clients** concurrently.
 - iii. The system should support the DICOM print service class as a service class user (SCU)
 - iv. Workstations support the DICOM query and Retrieve SCU
 - v. Workstation should retrieve MR spectroscopy images.
- b) Each Client to have at least 19 inch LCD TFT 2MB pixel color monitor, with hard disk of at least 120 GB for at least 100,000 image storage in 256 matrix, and 4 GB RAM capacity- Total five Clients Each of the client should enable printing in laser film camera and color printers. Total 5 client hardware and software to be provided.
- c) The offered System is to be networked with the existing "Department Network" including PACS and appropriate anti-virus protection to be provided by the Vendor. The vendor should provide picture storage and archival system, to store and retrieve MR images.
- d) The system should have DICOM 3.0 compliant interface and enabled for networking connectivity to Linux/ Windows based servers/ clients with patient ID labelling and integration to generic hospital information system/ PACS
- e) To be quoted optionally, facility to view images/reports on mobile services (through VPN) and web clients. 2D/3D image viewing with basic image manipulation tools to be quoted. The package should permit 5 concurrent users to view images. One broadband connection with Static IP(2MBPS) and one server to be provided for VPN. The monthly recurring expense for broadband / VPN to be provided by Vendor. The hardware for 5 clients to be provided. **Price to be quoted separately.**
- f) **To be quoted seperately**, three RIS software / licences for registration, DICOM worklist, integrated with offered PACS, with registration, sticker printing, scheduling and appointment modules, and corresponding hardware for RIS also should be included.
 - Module for scheduling and imaging
 - Modality, exam date and time will be fixed during scheduling of the exam
 - Appointment letter with patient instructions will be printed from RIS and given to patient for OPD patients, ward patients, critical patients and VVIPs
 - DWL licences to plan, perform and document examinations
 - Statistics of exams, etc.
- g) Comprehensive Radiology reporting software having normal reports of MRI and CT of various body parts.
 - i It should be possible to edit the reports and generate customized reporting formats
 - ii It should be able to assign a unique ID for each report
 - iii It should be possible to search for the reports upto at least one year by entering patient details/ date of examination, etc.

- iv. It should be possible to sort out the reports on daywise basis for purpose of archiving them on CD/DVD

12 Safety Features

The System should have following safety features

- a) The magnet system should include an Emergency Ramp Down unit (ERDU) for fast reduction of the magnetic field with Ramp Down time below 3 minutes.
- b) The magnet should have quench bands that contain the fringe fields to a specified value in the event of a magnet quench
- c) Real time SAR calculation should be performed by software to ensure that RF power levels comply with regulatory guidelines and are displayed on each image
- d) The system shall have manual override of the motor drive for quick removal of the patients from the magnet bore
- e) Temperature sensor (built in) for magnet refrigeration efficiency must be provided

13 Accessories

- a) DICOM compatible Dry Chemistry laser camera with integrated processor for filming from main console & workstation. The camera should be capable of printing on films of 14" x 17", 11" x 14" and 10" x 8" sizes in a resolution of 500 or more dpi. It should be possible to connect other imaging modalities to the printer. 1000 compatible films to be provided.
- b) A color laser printer for printing high-resolution color-coded 3D images and protocols on plain paper in 1200 dpi resolution or more than 20 ppm or alternatively a dedicated color printer for medical images
- c) The UPS system should be provided for complete MRI unit with Chiller and emergency lights with at least 30 minute back up, preferably 150 kVA or more (specify kVA). An emergency door or hatch should be provided in RF cabin.
- d) RF Cabin: The system should be supplied with the imported RF cabin with RF room shielding, RF Door screen, and interiors for the same should be carried out suitably.
- e) Dual/triple Head MRI-Compatible Pressure Injector (minimum 2000 cost line) with 500 sets of syringes (Two syringes & connecting tubing per set). It should be compatible with 10, 15, 20 & 30 ml pre-filled contrast syringes and 50 ml syringes for both saline and contrast.
- f) Non-magnetic I/V stand
- g) Water Chiller for Cold Head and Gradients
- h) Two Non-ferromagnetic MR compatible patient transfer trollies of international make should be provided. (in case of dockable table, one extra trolley to be supplied)
- i) Fire Fighting System, Detectors and 6 Fire Extinguishers (MR Compatible)
- j) Hand held metal detectors - 2 Nos
- k) Closed circuit CCD camera for patient observation.
- l) Phantoms for image quality audits
- m) Defibrillator Biphasic with ECG recording with Adult and Paediatric paddles
- n) MR Compatible Infusion Pump (2000 Gauss Line)
- o) Patient positioning accessories with hand held alarm & look-out mirror.
- p) MR Compatible Transport Ventilator. (1000 Gauss Line)
- q) Two laptops with 512GB storage, 2 GB RAM & Windows 8 operating system (of reputed make) with laser Printer, UPS & dictaphone.
- r) SPECIFICATION FOR MRI COMPATIBLE ANAESTHESIA MACHINE (1000 Gauss Line) & MRI COMPATIBLE MONITOR (2000 Gauss Line)

A) MRI COMPATIBLE ANAESTHESIA MACHINE SPECIFICATIONS: (Minimum 1000 Gauss Line)

Should be MRI compatible at 3T, antistatic, heavy frame & base with good quality castors with front brakes, with following features :

- i. Three gas model viz Oxygen, Nitrous oxide and Air.
- ii. Should be compact, ergonomic, easy to use and easy to maintain.
- iii. Should have separate fresh gas outlet for use in open circuit.
- iv. Machine should have flow meters for Oxygen, Nitrous oxide and air. Emergency Oxygen flush should be available. There should be facility to select oxygen-air or oxygen-nitrous oxide with the help of a separate switch or knob.
- v. Dual flow sensing capability at inhalation and exhalation ports.
- vi. Should have paramagnetic/ galvanic cell oxygen sensors. In case of galvanic cell sensors, the firm should supply free sensors for the entire warranty period of 5 years. In case of Paramagnetic sensors, the firm shall ensure that there is no down time during repair of these sensors (if necessary) and provide a standby alternative.
- vii. Shall have back-up Oxygen Control which provides an independent fresh gas source and flow meter control in case of failure.
- viii. Pressure regulators shall be of modular design.
- ix. Should have oxygen fail safe device & an auxiliary built in oxygen flow meter.
- x. Electronic or Mechanical Hypoxic Guard to ensure minimum 25% Oxygen across all O₂-N₂O mixtures and Oxygen Failure Warning.

Vaporizers:

- xi. Facility of mounting minimum two Vaporizers, latest technology , key filler, selectatec type, tool free installation ,meaning any vaporizer of our choice can be mounted at will with interlocking facility.It should be preferably of the same make as that of machine.
- xii. Temperature ,pressure and flow compensated with high accuracy of delivered concentration of volatile anesthetic agent. Should be maintenance free.
- xiii. Two Vaporizers should be supplied (Isoflurane ,Sevoflurane).

Ventilators:

- xiv. The Machine should have an Integrated Anesthesia Ventilator System, facility to vary respiratory parameters and should be able to ventilate adult and Pediatric patients including infants.
- xv. Ventilator should have Controlled ,Manual, Spontaneous modes and provision for PEEP.
- xvi. Tidal volume (inspired and expired) respiratory rate ,1 :E ratio, minute volume Airway pressure & FiO₂ should be continuously displayed..
- xvii. Should have Tidal volume and fresh gas compensation mechanism.
- Xviii. Audio-visual alarms for high and low settings of Pressure, volume and disconnection should be present.
- xix. Tidal Volume (VT) 20-1500ml (Volume Control) ,Rate atleast 4-80 BPM.
- xx. Inspiratory / Expiratory ratio (I :E) 2:1 to 1:6 &Peak Flow -100 to 120 L/min.
- xxi. Ventilator should have at least 30min rechargeable battery backup for ventilator.
- Xxii. Machine should have an integrated breathing circuit with circle absorber of good quality, easy to clean, autoclavable , fewer parts to reduce leaks.
- xxiii. Machine should have mounting capability of One O₂ and one N₂O pin-indexed cylinder
- xxiv. Adult autoclavable (2 sets) breathing circuits & one paediatric circuit to be provided.
- xxv. The Machine should be equipped with AGSS.

B) MRI COMPATIBLE MONITOR (Minimum 2000 Gauss Line)

Specifications for MRI compatibility :

- i Monitor should be equipped with MRI shielding and set to Remote Communication Mode.
- ii Should be MRI safe at 2,000 Gauss , 3.0 Tesla and 4W/Kg SAR.
- iii. System should include fiber–optic SPO2 finger sensor, MRI compatible ECG Patient Leads and Electrodes, NIBP cuffs, hoses and etCO2 sampling kit and temperature probe.

General Specifications for Monitor :

- i The Monitor should have adult and neonatal application and should be user friendly.
- ii It should be capable of monitoring ECG, non-invasive blood pressure ,oxygen saturation (SpO2) ,ETCO2 and temperature.
- iii. It should have an internal battery which should last for 30-40 min.
- iv. It should be operational at wide temperature (10 degree Celsius – 40 degree Celsius) and humidity (20% to 90%).
- v It should have a facility of 24hours data storage of trended parameters and trend graph of 1,2,3,6,12 or 24 hours display format.
- vi Should have a facility to deactivate all the alarms if necessary.

ECG Monitoring: Essential Specification:

- i Available leads : I,II,III,V,AVR,AVL,AVF with facility for recording 12 lead ECG.
- ii Should display one or all the selected leads at a time.
- iii. Accuracy of +- 5% of the rate.
- iv. Monitor Mode : Digital Signal Processing (DSP).
- v T-Wave suppression for high field MRI.
- vi Should have arrhythmia monitoring facility.
- vii Should have user selectable alarms.
- viii. Heart rate measuring ranges 15-300 beats/min.

Pulse Oximeter (SPO2):

- i Should provide a digital value of the arterial oxygen saturation as well as diagnostic plethysmographic pulse waveform.
- ii Measurement range : 0% to100%.
- iii. User Selectable upper and lower alarm limits.
- iv. Probes with finger and ear sensors for adult, paediatric and neonatal use.
- v Should be sensitive and function accurately even at low perfusion states of low blood pressure or hypothermic conditions.

ETCO2 Monitoring:

- i Should have side stream Carbon di-oxide module and display both graphically and numerically.
- ii Single beam ,non-dispersive infrared (NDIR) absorption, radiometric measurement, no moving parts.
- iii. Initialization time less than 10 seconds, full specifications within 1-2minutes.
- iv. Carbon di-oxide range should be 0 to152 mm Hg barometric pressure supplied by module itself.
- v Should be able to detect breath rate in the range of 2-150 BPM.
- vi Respiratory rate accuracy should be + 1 breath.
- vii Barometric Pressure auto compensated from 400mm Hg to 850mm Hg.Operator selectable O2, N2O,HE and Agent Compensation.

- viii. No routine user calibration required. An offset calibration should run automatically when the ambient temperature is not stable.
- ix. Sampling line should have both nasal sampling line and extension sampling line.
- x Warm up time 10seconds.

Temperature Monitoring :

- i Measuring range: 5 to 50 degree Celsius.
- ii Accuracy + 0.1 degree Celsius.
- iii. User Selectable upper and lower limit of alarm.
- iv. Core and skin probes.

Non-Invasive Blood Pressure (NIBP) monitoring:

- i Should automatically sense infant / adult cuffs and set appropriate inflation pressure and safety limits.
- ii Operating Modes : Automatic ,Manual ,Stat.
- iii. Accessories ,NIBP cuff :
 - 1 Adult for thigh and arm.
 - 2 Paediatric
 - 3 Neonatal

14 Guarantee

- i Principals and Indian counterpart. The Principals should be responsible for any lacuna or deficit in service or supply.
- ii All items in the supply order should be supplied during the time of installation, No exceptions will be allowed .Items under Research .Agreement should be finalized wellin advance (after receipt of supply order). So that there is no delay in delivery of software or coil or any other accessories.
- iii Software upgrades (where hardware upgrades are not required)like new pulse sequence, new application package e.t.c. should be provided within one month after release worldwide (any country,viz. north America/ Europe/Germany etc).In case, thesame is not provided in time,the parent company should undertake the responsibility to implement the same.This is to make sure that the machine stays updated with similar products for atleast 5years.

WARRANTY PERIOD

- i The equipment should have 60months warranty from the date of handing over the fully functional unit of all coils and the accessories supplied(such as UPS,AC,Generator, etc)\ to the hospital against manufacturing defects of material and workmanship. The Helium Supply and cold head repairs (including replacement. If needed) should be included in the warranty period. The vendor should take care of the day-to- day running of the UPS, AC generator, etc. on 24 hr basis with manpower. The vendor should provide the cost of manpower separately for the 5+5 year period.
- ii Even during the warranty period , the desired uptime of 98% of 365 days (24 hrs basis) will be ensured. In case the down time exceed the 2% limit, extension of the warranty period will be twice the excess downtime period
- iii Note any Liquid Helium due to quenching or due to any other causes during the warranty period shall be borne by the firm.
- iv If a particular coil is not working for more than 3 days and due to which patient work suffers, the firm will, be asked to pay penalty of half-a- day beyond 3 days for each day that it is not working.

POST GAURANTEE ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT (CMC)

- i The post –warranty (after 5 years) CMC should be comprehensive and should include helium and cold head (repair and/ or replacement) + labour + spares for the complete system which includes all the accessories supplied such as UPS, Generator, AC, etc. with 24 hrs. manpower for operation (including all consumables like batteries for UPS, diesel for Generator, etc.) and maintenance for another 5 years. The vendor should provide the cost of manpower separately. This CMC should be quoted in Indian Rupees.

The price of post warranty 5 years CMC shall be taken for price comparison.

- ii The desired up-time during post-warranty CMC is 98% of 365 days (24 hr basis) along with the penalty clause that in case exceeds the 2 % limit, extension of the postwarranty CMC period by the twice the excess down-time period.
- iii The insurance should be done by the bidder to cover the losses, if any, due to force major conditions. The rate of post-warranty comprehensive CMC should be offered for at least five years by the bidder and be offered in Indian Rupees only.
- iv Note any liquid helium due to quenching or due to any other causes during the CMC period shall be borne by the firm.
- v If a particular coil is not working for more than 3 days and due to which patient work suffers, the firm will be asked to pay the penalty of half-a-day beyond 3 days for each day that it is not working.
- vi All local items should be quoted in Indian Rupees. Other items should be quoted in US Dollars only, to have uniformity. The technical and financial bids should be separate.

The model with 'the best and latest technical features' available with the vendor should be quoted in tender response with original printed vendor data sheets. The system should incorporate all the features as per the November 2015 RSNA standards/declaration.

All product catalogues in original.

When the vendor data sheet disagrees with the bid response, clarification should accompany in the form of letter/certificates from the principals in original.

System should be DICOM - 3MPPS & should be ready to integrate with any existing PACS/HIS System

List of all installations of the system in the country

The compliance statement must be filled strictly under headings given in the tender.

Each specification corroborated in the compliance statement must give the page number where it is listed in the original technical data sheet along with soft copy. The technical bid should clearly mention model number and make, detailed technical specifications, quantity of each component offered. the technical bid should be duly supported by original brochure/catalogue of the manufacturer and relevant parts proposed to be supplied highlighted. In compliance statement units of measurement used should be same as in the required technical specifications.

There should be no discrepancy between specifications given in technical bid, brochure and compliance statement. In case of any such discrepancy, the technical bid will be disqualified.

The quotation should clearly mention the accessories (including quantity) which are part of the main equipment and the price of which is included in the main equipment.

The equipment should be fully functional with the standard accessories.

15 Training :

- 1 On-site training of all faculty members & radiographers.
- 2 On-site training for radiographers and other staff by an application expert for a period of at least 3 months
- 3 One on-site engineer and application specialist to be available for a period of six months.

Annexure 1

Site Preparation Work

The supplier shall be required to undertake all the pre-installation, site preparation work in the area as per the layout plan. The bidder will inspect the site for feasibility before tendering and submit the layout plan for approval by the HOD.

- 1 Rates of the following components of turnkey project should be quoted separately
 - a. Civil
 - b. Electrical
 - c. Public health (water supply and sanitary fittings), if any
 - d. Furniture
 - e. Miscellaneous
- a) Civil work:
 - 1 All dismantling and reconstruction to be done as per approved plan by the Institute .Active & passive room shielding for magnetic, fringe field should be provided as per the requirement of the equipment.
 - 2 Vitrified non-slippery tile wall to wall including dado up to ceiling height including the imaging station except toilets which should have granite.
 - 3 Metallic powder coated false ceiling with proper insulation (make to be approved by Engineering department) should be provided in the entire MRI complex.
 - 4 Doors and windows (including chokhat and shutters) should be aluminium glazed of thickness 10 G with 20 micron anodizing and with 6 mm thick wired glass 12 mm-thick pre-laminated, board for the doors and windows.
- b) Electrical work & Air conditioning:

The firms shall be required to specify the total load requirements for the entire equipment the air-conditioning units, room lighting and for the accessories if any. The load will be provided by the Institute to the distribution panel. The distribution's panel should have switch gear of Siemens / L& T makes and shall be provided by the vendor.(Any specific requirement of any kind if required shall be the responsibility of the tendering firm).

The electrical work will include wiring , different lights and main switch fittings. The special ceiling light will be required particularly in the equipment room, which should have long life and should not be affected by frequent on and off.
- iii. The electrical work shall include the following:
 - a) Wiring - the wires shall be of copper of different capacity as per the load and should be renowned W make like Finolex, Polycab.
 - b) Switches light and power points should be of modular type and of make MKJNorth West.
 - c) General lights -Mirror optical type 1 X28 W or 2X28 W/CFL fittings 2X36, 3X36 W with electronic ballasts Philips/Crompton/Kesselec-Schreder / Wipro make.
 - d) The underground cables supplying the electricity load should be of Havells/Ecko& Polycab.
 - e) MCBs/ACBs/MCCBs should be MDS/SIEMENS/ABB/ L & T.
 - f) Roof light CFL down lighter of PHILIPS/OSRAM / WIPRO
 - g) Main switchgears, fuse units should be L & T/SIEMENS/GE.

- h) Telephone cables should be of FINOLEX & R.R. cables.
- i) Electrical load of the system to be added as per the tender/brand of the equipment
- j) Dismantling of old electrical and DG set to be done by the agency and rebate on old dismantled material should be taken.
- k) DG set of 250KVA of CUMMINS/ Kirloskar with canopy (Noiseless), Autostart with main failure.
- l) Total Air conditioning capacity of 25 Tonnes with 10 Tonnes additional backup (new ,air conditioning system of reputed make)
- m) Stabilizer for A/C plant to be provided.
- c) Public health (water supply and sanitary fittings)
Plumbing work has to be carried out as per the requirement without any hindrance to the existing Infrastructure. The waste pipes and accessories should be centrifuge cast iron and the connection of existing main hole in the public shaft shall be done.

All water pipes and fittings shall be galvanized Iron of TATA make. The gratings shall be brass chrome plated.

- d) Furniture:
All furniture items to be of Godrej or reputed make
 - i. Patient chairs/Sofa for (20seats), office Chairs (1 5Nos) of Godrej or reputed make.
 - ii Office table with 3 chairs & side storage rack (4sets)
 - iii. Storage Almirah (4Nos) of Godrej make
 - iv. Open storage racks (Godrej) make 8ft high (6Nos)
 - v. Music System for Patient in the Scan room and waiting area
 - vi. View box (Planilux or equivalent make) for at least four 14 x 17” fibres - 6 in numbers
 - vii. Digital weighing scale – one

Miscellaneous:

- i One channel stereo musical system inter-room communicating system connecting the reception counter with other cabins of the MRI complex. 24 lines with 3 incoming.
- ii. The outdoor units of AC should have grill coverings to prevent theft of copper pipes etc.
- iii. The vendor will provide manpower for utility security & operation on 24x7, 365 days basis during 5 year guarantee period and subsequently the cost to be included in CMC being offered.

The whole package as above should be under guarantee / warranty under the same terms and conditions as per the 3.0 Tesla MRI unit CMC of the whole AC package system and turnkey work after the expiry of guarantee / warranty shall be covered along with 3.0 Tesla MRI Unit.

TECHNICAL SPECIFICATIONS FOR DIGITAL RADIO-FLUOROSCOPY SYSTEM

General

High powered X-ray unit with Digital flat panel for various fluroscopy and radiography examinations for the department of radio diagnosis.

i) The Unit should be equipped with integrated high-frequency generator, digital detector and Digital Image processing system. It should be capable of performing all plain and contrast enhanced radiology and fluoroscopy along-with angiography facility for interventional procedures.

ii) At least two of the three major components i.e. x-ray tube, x-ray generator and detector, at least two should be from the same manufacturer.

iii) It should be FDA approved.

iv) Type approval from AERB is mandatory. In case vendor is supplying a new model, NOC from AERB is mandatory and subsequently obtaining type approval from AERB within 8 weeks of installation shall be the responsibility of the vendor.

v) The vendor should have prior experience of supplying same/similar equipment in India in the reputed government or private institutions as per DGHS /MOHFW guidelines.

vi) The order copies and performance certificates from these reputed (Govt./Private institutions) should be available.

vii) The system should have the following essential features. The bidder should quote their latest model. Please mention year of launch.

viii) Supplier should have a trained service engineer in the state of supply for better uptime.

SPECIFICATIONS :-

1. Generator

- i. 1000mA unit with microprocessor controlled high frequency (100 KHz) X-ray generator
- ii. power output of 80 kW or more.
- iii. Exposure kV range should be 40-125 or more.
- iv. System should have facility for pulsed fluoroscopy
- v. Generator should have minimum exposure time of at least 1ms.
- vi. System should have multiple user defined programmes (vendor defined programmes)
- vii. There should be provision for automatic exposure control (AEC). It should be possible to override AEC if required.
- viii. Fluoro KV 40-110 KV.
- ix. Fluoro mA 0.2-6 mA.
- x. Density corrections: should be provided for optimum image quality.

2. TABLE

- i. Floor mounted table with carbon fiber/composite material radiolucent table top with scratch resistant surface.
- ii. Table should have minimum lowest height of 90 cm or lesser to facilitate easy patient transfer.
- iii. System should have motor driven longitudinal and horizontal table top movements. Please specify the range of movements.
- iv. Table should have angulations from vertical to head down positions. (Vertical +90 Degrees to Trendelenburg - 20 degrees).
- v. Table should support patient weight upto 250 kgs
- vi. System should have well designed foot switch for releasing fluroscopy and acquisition.
- vii. System should have provision for collision protection
- viii. Specify the dimensions of the table
- ix. Table should have integrated bucky unit for direct flat panel general radiography and fluoroscopy.
- x. Communication system to communicate with patients.

3. X-Ray TUBE

- i. One X Ray tube should be over couch.
- ii. The X Ray tube should have dual focal spots. Large focal spot of 1 mm or lower. Small focal spot of 0.7 mm or lower.
- iii. X-Ray tube rating should be compatible with X-ray generator output.
- iv. Small focal spot power rating should be in the range 30-50 kW
- v. Large focal spot power rating should be in the range 70-90 kW.
- vi. Size of focal spots should be specified.
- vii. Rotating Anode with heat storage capacity of 600 KHU or more. Tubes with higher storage capacity will be preferred.
- viii. Mention the heat dissipation of anode.
- ix. Motorised copper filter for prefiltration with minimum 3 selections should be possible.
- x. Should have provision of electromagnetic locks with collision protection sensors. The Copper filters should be positionable by organ programs.
- xi. DAP meter output should be visible on software console.
- xii. Collimator must be mounted on x-ray tube and must have integrated Dose area product.

4. Digital Imaging system for Fluroscopy:

- i. Field of view of at least 40cms or more.
- ii. Collimator may be rectangular or iris type.
- iii. System should have real time optimization techniques to maintain constant brightness at the lowest allowances dose to the patient.
- iv. Cine loop facility and last image hold facility.
- v. Acquisition matrix should of at least 1024x1024 at 10 bit rate.
- vi. Digital fluoro system in standard continuous fluroscopic operating mode from single image display to serial exposures with verifying frames rates up to 15 fps. In pulsed fluroscopy mode it should be at least 6 frames per second.

5. Tube Column Assembly

- i. Tube Column – detector assembly movement should be motorized and not less than 160cm.
- ii. Tube rotation should be preferably motorized -90/+180 degrees
- iii. Tube should have an SID of 180cm on table for chest x-rays.

6. DETECTOR SYSTEM :-:

- i. Single digital flat panel detector with cesium Iodide Scintillator.
- ii. Detector must be at least 40x40 cms or more
- iii. Image matrix size 2kx2k pixels or more
- iv. Pixels size should be 150 microns or lesser.
- v. Image resolution should be at least 3.4 lp/mm
- vi. Should allow centered /de-centered collimation
- vii. Digitisation depth of minimum 14 bits should be available.
- viii. Specify refresh cycle (time for second exposure).
- ix. Frame rate should be at least 1 to 30 image/sec.
- x. Dynamic range should be 16 bits or more.
- xi. Detector should be from equipment manufacturer or parent company should have joint venture with the detector manufacturer.
- xii. 3 zoom levels
- xiii. DQE more than 65%.

7. IMAGE PROCESSING SYSTEM

- i) Latest imaging acquisition system.
- ii) Operating console- for system operation from control room.
- iii) Digital Fluoroscopy at minimum of 15 f/s at 1024 matrix or better.
- iv) Alphanumeric patient data input.
- v) Image processing functions: Black/inversion, windowing, edge enhancement, text input, roaming shuttering and reversal.
- vi) Multiple image display of 16 images and 4 images.
- vii) Image storage with last image hold.
- viii) Storage of fluoroscopic images.
- ix) Contrast should be 16 bits or more.
- x) Spatial resolution should be not less than 3.4 lpm.
- xi) The system should have capability of online digital subtraction angiography facility with image filters road mapping and peak opacification facilities.
- xii) In DSA mode frame rate should be at least 8 per second.

8. IMAGE DISPLAY SYSTEM :-

- i) Total of 4 monochrome monitors of 19 inches each to be provided - of these two should be ceiling suspended in examination room. Other two in console room.
- ii) Monitors should have resolution of 1 Megapixel or more. Image resolution should be at least 3.4 LP/mm.
- iii) Post acquisition image processing viewing reprocessing hardcopy documentation and onward transmission should be possible while doing fluroscopy or radiography. System should have the facility to integrate display of sources such as endoscopy / ultrasound on the right-hand monitor of the examination room display unit.

9. CONTROL CONSOLE

- i. All systems movements of table shall be controlled by the operator at the table in the examination room and also at the console.
- ii. The system should have faculty for edge enhancement, positive/negative image display windowing contrast brightness electronic shuttering image pixel shifting vertical and horizontal image reversal zoom functions.
- iii. System should have software processing functions to improve detail and contrast in static images
- iv. The system should have fast and direct access to all series, single images, in both examination (remote controlled) and console room.
- v. System should have angle/distance measurement, image labelling and patient positioning facilities.
- vi. System should have a dosimeter to display on line, actual radiation dose on the console.

10. IMAGE STORAGE AND TRANSMISSION

- i. Image storage capacity of at least 30,000 images in 1024x1024 matrix at 10/12 bits on the main system disk.
- ii. The systems should support storage of images on compact discs/DVD/USB device.

11. WARRANTY:

5 Years Warranty on all supplied items including X Ray tube, vacuumated items, accessories, UPS batteries, third party items and all turnkey items. 98% uptime should be maintained during the entire Warranty period. In case of downtime exceeding more than 2%, warranty will be extended double the down time period.

12 C.M.C

Comprehensive Maintenance charges of complete system for which order is placed including turnkey works must be quoted year-wise for next 5 years after completion of warranty. During CMC period vendor shall have to maintain 98% uptime of the equipments. CMC will be extended by double the down time in excess of 2%. A clear cut undertaking to be given regarding acceptance of uptime clause by the principal/vendor.

13. SERVICE

Details of the service centers, in India along with names of Trained Service Engineers with address and their telephone Nos. to be provided in the technical bid.

14. TRAINING

On site application training for 6 weeks and additionally if required to be provided by the company to doctors and technical staff members.

15. Essential Accessories

- i) Lead free Apron 6 Nos. (AERB Approved)
- ii). Lead Glass viewing window 100 cm x 120 cm or more with lead equivalence of more than 0.5 mm

iii). Dry Chemistry Digital Camera **(2 Nos.)**, capable of printing all film sizes online with spatial resolution of 500 DPI or more. All film sizes should be freely configurable at user level.

It should have contrast resolution of 12 bits/pixel or more. It should have all line film sizes. The imager should preferably come with standard films sorter at the output for sorting the films bases on modality connected. It should have a normal through put of 75 films per hour for the largest size. Access time for 1st film 90 seconds or less. The imager should be DICOM compatible for receive send and print facility. The system allow at least 3 sizes from the five sizes to be loaded at any time. Printer status should be displayed for any error status etc.

iv). Dual head pressure injector with 2000 syringes.

v). Foot Switch for fluoroscopy and acquisition of images.

vi). Suitable UPS with at least 30 minute back up to be provided for the whole system.

vii). Patient monitoring system: Multi parameter monitor with facility of three lead ECG, SPO2 monitor, NIBP, reusable SpO2 probes for infants and two Invasive Blood Pressure (IBP) monitoring module, Defibrillator and Suction machine.

viii). One Mobile storage racks for aprons and two Wall Mounted Rack for Aprons with 5 hangers.

16. TURNKEY

i) Necessary Turnkey modification of the provided premises is to be done by the vendor.

17. Other (Accessories, Components etc)

Handgrip rail

Handgrips, angled

Shoulder support, one pair

Footswitch for fluoroscopy and exposure

Full System Stabilizer

UPS for workstation

18.Optional Accessories:

Nearby Control trolley

Trolley with a 2MP DICOM monitor mounted on it

Grid Controlled Fluoroscopy

TECHNICAL SPECIFICATIONS FOR DIGITAL MOBILE RADIOGRAPHY UNIT

| | |
|-----------|--|
| | <ol style="list-style-type: none"> 1) The unit should be compact, easily transportable digital mobile radiographic unit with articulated or telescopic arm. 2) It should be suitable for bedside x-ray for ward patients, intensive care units and operation theatres. 3) The unit should be a digital system with flat panel detector. 4) If the DR system is inoperable it should be able to function as conventional system. 5) Out of three major components (Detector, X-Ray Tube & X-Ray Generator) at least two should be from the same manufacturer. 6) It should be FDA approved. 7) Type approval from AERB is mandatory. In case vendor is supplying a new model, NOC from AERB is mandatory and subsequently obtaining type approval from AERB within 8 weeks of installation shall be the responsibility of the vendor. 8) The vendor should have prior experience of supplying same/similar equipment in India in the reputed government or private institutions as per DGHS /MOHFW guidelines 9) The order copies and performance certificates from these reputed (Govt./Private institutions) should be available 10) The system should have the following essential features. The bidder should quote their latest model. Please mention year of launch. 11) Supplier should have a trained service engineer in the state of supply for better uptime. |
| | The system must include the following: |
| 1. | <i>Power Line Connection:</i> |
| | The unit should operate on single-phase power supply with plug in facility to any standard wall outlet with automatic adaptation to line voltage 200 to 240 Volts, 15 Amp plug. |
| 2. | <i>The Generator:</i> |
| | i. Must be microprocessor controlled high frequency, output 30 KW or above. |
| | ii. It should have a digital display of mAs and kV and an electronic timer. |
| | iii. KV range: 40kV to 125kV or more in increments of 1kV |
| | iv. Max. current: 300 mA or more at 100 KV. |
| | v. mAs range: 0.1 – 350 mAs(to specify mA and seconds separately) |
| | vi. Exposure time range: 0.004 – 10 s |

| | |
|-----------|--|
| 3. | <i>X-Ray Tube:</i> |
| | i. Output of the tube should match the output of the generator. |
| | ii. Focal spot should be less than 1 mm |
| | iii. Rotating anode with 3000 rpm or more |
| | iv. heat storage capacity of the anode : 120 KHU or better |
| | v. Tube overload protection should be available |
| 4. | <i>EXPOSURE</i> |
| | i. vendor must provide with exposure technique chart |
| | ii. exposure status lights on main control and collimator |
| | iii. exposure indicator or air kerma indicator to be available. |
| 5. | <i>Flat panel detector:</i> |
| | i. Detector should be wireless , cesium iodide scintillator with amorphous silicon technology |
| | ii. The flat detector should be of the size 14 x 17 inch or more. |
| | iii. The detector pixel matrix size should be 2.0K x 2.0K or more. |
| | iv. Pixel size 200 microns or less |
| | v. The machine should have a detector storage compartment. |
| | vi. The image viewing time after exposure should not be more than 10 sec. |
| 6. | <i>Battery:</i> |
| | i. The machine should be able to run on mains as well on battery supply |
| | ii. Specify Battery charging time and battery operation time |
| | iii. Number of exposures which can be done on fully charged battery should be greater than 150. |
| | iv. The battery should also provide power for the motor to move the machine. |
| | v. The battery should be able to be charged from a normal 15A 230 V single phase socket in less than 6 hours. |
| 7. | <i>Workstation:</i> |
| | i. The machine should have an integrated workstation with a TFT touch screen. |
| | ii. The workstation should enable to view the image, and provide post processing features, using touch screen. |
| | iii. The post processing features should include, zoom, contrast and brightness adjustment, storage of image with a memory of at least 2000 images. |
| | iv. The touch screen size should be at least 15 inches. |
| 8. | <i>Connectivity:</i> |
| | The machine should be fully network ready and it should be possible to transfer images and patient data from and to hospital network using LAN connectivity and wireless LAN. System should be DICOM 3 compatibility and DICOM functions including DICOM Print, Image Export, WLM, MPPS. It should provide the possibility to write all Patient images, Studies and single images onto CDs/pen drive directly on work station Interface. The system should have DICOM 3.0 Ethernet 10/100 Base T . DICOM worklist interface , storage service class (SCU) and others. Antivirus software to be inbuilt/updated continuously. |

| | |
|-----|--|
| 9. | The unit must have an effective braking system for parking, transport and emergency braking. The tube stand must be fully counterbalanced with rotation in all directions. |
| 10. | It must have an articulated or telescopic arm for maximum positioning flexibility in any patient position. The angles in various planes to be specified by the manufacturer. |
| 11. | The exposure release switch should be detachable with a cord of at least 5 meters. Exposures with remote control should be possible. Remote control should be offered with system. |
| 12. | The Dose Area Product meter should measure the X-ray dose output at the collimator and reports the measured Dose Area Product (mGy*m2) to the DICOM header of the image should be provided. |
| 13. | Four light weight 'zero lead' aprons should be provided. |
| 14. | 2 Grids of at least 8:1 or better ratio and frequency should be provided. |
| 15. | Dry Chemistry Printer:- The System should be supplied with dry imager (dry chemistry) with a spatial resolution of 500 ppi/dpi or more. It should have contrast resolution of 12 bits/pixel or more. It should have all possible film sizes. The imager should preferably come with standard films sorter at the output for sorting the films based on modality connected. It should have a normal through put of 75 films per hour for the largest size. Access time for 1 st film 90 seconds or less. The imager should be DICOM compatible for receive send and print facility. The system allow atleast 3 sizes from the five sizes to be loaded at any time. Printer status should be displayed for any error status etc. |
| 16. | Five years comprehensive on site warranty of entire system (Spares and labour), without any exclusion, including detector, X-ray tube, computers and all other accessories. This will be followed by 5 years CMC to be quoted separately, year wise. |
| 17. | 98% uptime guarantee should be given. In case down time exceeds 2%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service, will be applied |
| 18. | The supplier must ensure the availability of expertise for service and maintenance at New Delhi. Uninterrupted availability of spare parts and repair for the next ten years must be assured by the principal in the form of an undertaking. Undertaking by the principal also to be given for providing maintenance services for 10 years in case there is change of local agent. |
| 19. | The tender should be quoted in 2 bids-technical and price bids should be quoted in two separate, sealed envelopes. Quotations should be filled strictly under the headings given in the tender document. Incompletely filled quotations or information provided haphazardly will not be considered. All technical information provided in the quotation must be substantiated with attached original product data sheets. The compliance statement must include the page number and paragraph/line no. from the technical datasheet (in original) where the particular specification is being complied. With |

Section – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

01 Name of the manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a . type test
- b . BIS/ISO certification
- c . any other

08 Details of staff

- a. technical
- b. b skilled
- c. c unskilled

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

1. The tenderer must be a manufacturer or it's authorized Indian Agent. They may authorise their agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.

2. (a) The Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 33 % of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.

2 (b). The Tenderer quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least one contract in the last five years from the date of tender opening of similar equipment meeting major parameters of Technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer.

Note

1. The tenderer shall give an affidavit as per Section-XIX of the TE document.
2. In support of 2(a) & 2(b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer/Indian Agent as Tenderer shall furnish Satisfactory Performance Certificate/Installation Reports in respect of above, duly notarized in the country of origin, along with the tender.

The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. Tender shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by chartered accountant bearing their membership No.
5. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.
6. The Tenderer shall furnish copy of all Purchase Orders (complete with specifications and prices) in their Technical Bid for the same model supplied to Govt. Hospitals/PSU Hospitals/UN Agencies/Govt. Labs/Corporate Hospitals in the last one year from the date of Technical Bid opening.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

Section - X
TENDER FORM

Date_____

To

Medical Superintendent & VMMC,
Safdarjung Hospital,
New Delhi.

Ref. Your TE document No. _____ dated _____

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

We now offer to supply and deliver _____ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V - "Special Conditions of Contract", for due performance of the contract.

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

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

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

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

(Signature with date)

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

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

| 1 Schedule | 2 Brief Description of Goods | 3 Country of Origin | 4 Quantity (Nos.) | 5 Price per unit (Rs.) | | | | | | | 6 Total Price (at Consignee Site) basis (Rs.) 4 x 5(g) |
|---------------|---------------------------------|------------------------|----------------------|--|--|---|---------------------------------------|---|--|---|--|
| | | | | Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a) | Excise Duty (if any) [%age & value] (b) | Sales Tax/VAT(if any) [%age & value] (c) | Packing and Forwarding charges (d) | Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/unloading and Incidental costs till consignee's site (e) | Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f) | Unit Price (at Consignee Site) basis (Rs.) (g) =a+b+c+d+e+f | |
| | | | | | | | | | | | |

Total Tender price in Rupees: _____

In words: _____

Note: -

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

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

SECTION - XI PRICE SCHEDULE
B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

| 1 Schedule | 2 Brief Description of Goods | 3 Country of Origin | 4 Quantity (Nos.) | 5 Price per unit (Currency) | | | | | 6 Total price on CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site) 4X 5 (f) |
|---------------|---------------------------------|------------------------|----------------------|---|--|--|--|--|---|
| | | | | FOB/FCA price at port/ airport of Lading (a) | Carriage & Insurance (port of loading to port of destination) and other Incidental costs (b) | CIP Price (name place/port of destination in India (c) | Loading & unloading at name place/port of entry in India + local transportation and storage to the consignee site + Extended Insurance for a period including 3 months beyond date of delivery** (d) | Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site ** (e) | |
| | | | | | | | | | |

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

Total Tender price in foreign currency: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. *The Tenderer will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition as per terms of DDP at Consignee's site as per INCOTERMS, if applicable*

Custom Duty @ 11.76% & Custom Clearance Charges @ 2% will be added to CIP charges to arrive at DDP Price at consignee site for evaluation purpose.

Indian Agency Commission - __% of FOB/FCA

Signature of Tenderer _____

Place: _____

Date: _____

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

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

| 1 | 2 | 3 | 4 | | | | | 5 |
|--------------|----------------------------|------------------|--|-----------------|-----------------|-----------------|-----------------|--|
| Schedule No. | BRIEF DESCRIPTION OF GOODS | QUANTITY. (Nos.) | Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*. | | | | | Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)] |
| | | | 1 st | 2 nd | 3 rd | 4 th | 5 th | |
| | | | a | B | c | d | e | |
| | | | | | | | | |
| | | | | | | | | |

* After completion of Warranty period

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. 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.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place: _____

Date: _____

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

SECTION XI- PRICE SCHEDULE
D) PRICE SCHEDULE FOR TURNKEY

| Schedule No. | BRIEF TURNKEY DESCRIPTION OF GOODS | CONSIGNEE | Turnkey price |
|--------------|------------------------------------|-----------|---------------|
| | | | |
| | | | |
| | | | |
| | | | |

Note: -

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

Place: _____

Date: _____

**SECTION - XII
QUESTIONNAIRE**

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

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

SECTION - XIII
BANK GUARANTEE FORM FOR EMD

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

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

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION - XIV
MANUFACTURER'S AUTHORISATION FORM

To

Medical Superintendent,
Safdarjung Hospital & VMMC,
New Delhi.

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

- Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent to legally bind the manufacturer.*
- 2. Original letter may be sent.*

SECTION - XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Medical Superintendemnt & VMMC,
SafdarjungHospital,
New Delhi.

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

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

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

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

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

This guarantee shall be valid up to 30/66 months from the date of Notification of Award i.e. up to ----- (indicate date)

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

.....
Name and designation of the officer

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

**SECTION - XVI
CONTRACT FORM - A**

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

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

Contract No _____ dated _____

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

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

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

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

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

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

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

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

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

2. Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of purchaser's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

3. Warranty clause

4. Payment terms

5. Paying authority

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION - XVI
CONTRACT FORM - B
CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ dated _____
 Between _____

(Address of Head of Hospital/Institute/Medical College)
 And _____

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

| 1 | 2 | 3 | 4 | | | | | 5 |
|--------------|----------------------------|------------------|--|-----------------------------|-----------------------------|-----------------|-----------------|--|
| Schedule No. | BRIEF DESCRIPTION OF GOODS | QUANTITY. (Nos.) | Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*. | | | | | Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)] |
| | | | 1 st | 2 ⁿ _d | 3 ^r _d | 4 th | 5 th | |
| | | | a | b | c | d | e | |
| | | | | | | | | |

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

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, ___ & ___) and Turnkey (if any).
- d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.

- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. Hospital/ Institute /Medical College's authorised official)

**(Signature, name and address
of Hospital/Institute/Medical College's authorised official)
For and on behalf of _____**

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION - XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

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

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

SECTION - XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the

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

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

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

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

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

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

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

ii.He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

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

iv.In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

SECTION - XIX
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 hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. 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.

Date:

(Signature of the bidder)
NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

SECTION - XX
CHECKLIST

Name of Tenderer:
Name of Manufacturer:

| Sl No. | Activity | Yes/ No/ NA | Page No. in the TE document | Remarks |
|---------------|---|------------------------|--|----------------|
| 1. a. | Have you enclosed EMD of required amount for the quoted schedules? | | | |
| b. | In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII? | | | |
| c. | In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT? | | | |
| 2. a. | Have you enclosed duly filled Tender Form as per format in Section X? | | | |
| b. | Have you enclosed Power of Attorney in favour of the signatory? | | | |
| 3. | Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC | | | |
| 4. a. | Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications? | | | |
| b. | In case of Technical deviations in the compliance statement, have you identified and marked the deviations? | | | |

| Sl No. | Activity | Yes/ No/ NA | Page No. in the TE document | Remarks |
|--------|---|-------------|-----------------------------|---------|
| 5. a. | Have you submitted satisfactory performance certificate/ Installation Reports as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders? | | | |
| b. | Have you submitted copy of the order(s) and end user certificate/ Installation Reports? | | | |
| 6. | Have you submitted manufacturer's authorization as per Section XIV? | | | |
| 7. | Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI? | | | |
| 8. | Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document? | | | |
| 9. a. | In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India? | | | |
| b. | In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India? | | | |
| 10. | Have you intimated the name and full address of your Banker (s) along with your Account Number | | | |
| 11. | Have you fully accepted payment terms as per TE document? | | | |
| 12. | Have you fully accepted delivery period as per TE document? | | | |

| Sl No. | Activity | Yes/ No/ NA | Page No. in the TE document | Remarks |
|--------|--|-------------|-----------------------------|---------|
| 13. | Have you submitted the certificate of incorporation? | | | |
| 14. | Have you accepted the warranty as per TE document? | | | |
| 15. | Have you accepted terms and conditions of TE document? | | | |
| 16. | Have you furnished documents establishing your eligibility & qualification criteria as per TE documents? | | | |
| 17. | Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.? | | | |
| 18. | Have you enclosed the Affidavit as per Section XIX of the TE Document? | | | |

N.B.

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

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

Section - XXI
Consignee List

| Consignee | Medical Institutions | Contact Address. |
|------------------|--|--|
| | Medical Superintendent, SafdarjungHospital & VMMC, New Delhi | Medical Superintendent, SafdarjungHospital & VMMC, New Delhi |

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