

**GOVT. OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
JNB BHAWAN, NEW DELHI**

BID DOCUMENT

**INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
MEDICAL EQUIPMENT FOR 200 BEDDED
NEPAL- BHARAT MAITRI EMERGENCY AND TRAUMA CENTRE (NBMETC),
KATHMANDU, NEPAL**

INTERNATIONAL COMPETITIVE BIDDING

BID REFERENCE: IFB No. HSCC/PUR/NEPAL/2013-14/2 Dated 04.03.2014

HSCC (I) LTD.

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

Tel: 0120-2542436-40, 2540153, 2540216

Fax : 0120-2542447.

**GOVT. OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
JNB BHAWAN, NEW DELHI**

**INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
MEDICAL EQUIPMENTS FOR 200 BEDDED
NEPAL- BHARAT MAITRI EMERGENCY AND TRAUMA CENTRE (NBMETC),
KATMANDU, NEPAL
INTERNATIONAL COMPETITIVE BIDDING**

BID REFERENCE: IFB No. HSCC/PUR/NEPAL/2013-14/2 Dated 04.03.2014	
Item Description	Supply, installation, testing & commissioning of various medical equipments for 200 bedded Nepal- Bharat Maitri Emergency and Trauma centre (NBMETC), Kathmandu, Nepal (The complete list of the equipments is available on detailed IFB on the web sites http://www.hsccltd.co.in or http://www.mea.gov.in or http://www.eprocure.gov.in
Date of Commencement for download / sale of Bid document.	5 th March 2014
Date & Time for Pre – bid conference.	19 th March , 2014 at 14.00 Hrs IST
Last date for download/ sale the Bid document.	Refer detailed Invitation of Bid
Last date & time for receipt of Bids along with Bid security & Bid Document Fee.	Refer detailed Invitation of Bid
Date & time for Techno –Commercial Bid opening.	Refer detailed Invitation of Bid
Price Bid opening Date & time	Shall be intimated later.
Venue of Pre –bid conference	HSCC (I) LTD. (A Govt. of India Enterprises) Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301.
Sale of Bid Document, Bid Document fee, Techno- Commercial Bid opening & Price Bid opening.	HSCC (I) LTD. (A Govt. of India Enterprises) Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301. Tel: 0120-2542436-40, 2540153, 2540216 Fax: 0120 – 2542447
Type of Bid	Single stage two part bid system / Public opening, ICB

FORWARDING LETTER

Date: 05/03/2014

To,
(Prospective Bidder).....
.....
.....

Our Ref.: BID REFERENCE: IFB No. HSCC/PUR/NEPAL/2013-14/2 Dated 04.03.2014

Your ref: _____

SUBJECT: INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF MEDICAL EQUIPMENTS FOR 200 BEDDED NEPAL-BHARAT MAITRI EMERGENCY AND TRAUMA CENTRE (NBMETC), KATHMANDU, NEPAL

Sir

1. Enclosed please find bid document for various Items.
2. The date for the Bid receipt and opening will be as per IFB. However, in the event of the day of receipt and opening of tender being declared a holiday, the due date of receipt and opening of tenders will be the following working day at the same time.
3. The bidder is eligible to quote only for the **Item(s)** for which the payment of Bid Document Fee is made as per the Clause 9[B] of Instructions to Bidders.
4. **Pre-bid meeting on Techno-Commercial conditions shall be held on 19/03/2014 at 1400 hrs. at HSCC I Ltd. Noida. Bidders are requested to bring with them any clarifications required in writing and submit the same during the Pre-bid meeting/discussions. Response to the queries, amendments, if any shall be displayed on the HSCC's/ MEA websites <http://www.hscltd.co.in> or <http://www.mea.gov.in> or <http://www.eprocure.gov.in> within 7 working days from the date of Pre- bid conference.**

Kindly acknowledge the receipt of the Bid Document.

Joint Secretary DPA-III

- Encl: 1. Annexure-A – Important Clauses in brief.
2. Invitation For Bid (IFB).
3. Invitation For Bids (IFB) – Detailed
4. Section-I - Instructions To Bidders (ITB)
5. Section-II - General Conditions of Contract (GCC)
6. Section-III - Special Conditions of Contract (SCC)
7. Formats
8. Description & Specifications

CONTENTS OF THE BIDDING DOCUMENT

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	Invitation for Bid	7
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Section -I	Instruction to Bidders	10
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Important Clauses in Brief, For Quick Reference only, (BIDDER MUST REFER ALL TERMS & CONDITIONS ETC. ENCLOSED WITH THE BID DOCUMENT IN DETAILS)

Instruction to Bidders (ITB)

1. **Bid Security Amount** - As given in IFB Details.
2. **Price Bid** - Please refer Clause 6 of ITB. Quoted price must include cost of 3 years Comprehensive Warranty with spares and 3 years comprehensive AMC Charges with spares thereafter.
3. **Statutory Variation** - As per Clause 6.4 of ITB any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.
4. **Optional Items** - As per Clause 6.6 of ITB. Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the Tender Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.
5. **Manufacturer's Authorization** - As per Clause 7.2 (a) of ITB. In case of an item comprises group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer's of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorization as per the Tender format.
6. **Bid Document Fee** - See Clause 9 [B] of ITB.
7. **Bid Validity** - **180** days as per Clause 10.1 of ITB
8. **Amount of Performance Security-** 10% as per Clause 24 of ITB.
9. **Preliminary Examination** - As per Clause 17.4 of ITB. **Contents of the bid form in the format stipulated in the invitation of the bid, signed by the bidder shall supersede deviation(s) if any mentioned in any other part of the bid.**

General Conditions of Contract (GCC)

- 10. **Delivery and installation** - 8 - 12 weeks as per Clause No.9 of GCC.
- 11. **Insurance** - 110% of Order Value as per Clause No.10 of GCC.
- 12. **Payment Terms** - 80% & 20%, as per Clause No. 12 of GCC.
- 13. **Liquidated Damages** - 0.5% per week upto 10% of the contract price as per Clause No.15 of GCC.
- 14. **Warranty** - As per Clause 26 of GCC

Special conditions of Contract (SCC)

- 15. **Minimum Qualification Criteria**
 - As per Clause 4 A iv of SCC. Bidders should have in the past 5 years, satisfactory executed for the **Item** offered, at least one single order of like nature of item(s) and quantity not less than 25% or two orders of 12.50% of quantity of **Item** offered by bidder rounded to the next whole number. The Bidders shall furnish “End User Certificate” indicating contract details i.e. name of person, phone/fax /mobile nos. etc.
- 16. **Other eligibility requirements**
 - As per Clause 4 B ii) of SCC. The Bidder should submit audited balance sheet and Profit & Loss Account along with audited report for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.
 - Bidder should not stand deregistered/banned/blacklisted by any government authorities.
- 16. **Bid Form** - To be submitted as per Clause 6 of SCC in the given format.
- 17. **Components & Quantities** - All components/ quantities of the Item must be quoted as per Clause 9 of SCC.
- 18. **Turnkey activities** - The offer should be on turn-key basis including all costs incidental to the same as per Clause 12 & 15 of SCC.

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**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS**

**INVITATION FOR BIDS (IFB)
FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF MEDICAL
EQUIPMENTS**

BID REFERENCE: IFB No. HSCC/PUR/NEPAL/2013-14/2

Dated 04.03.2014

Joint Secretary DPA-III, Ministry of External Affairs, Government of India on behalf of President of India through HSCC (India) Ltd., invites sealed bids in Single stage two bid system for Supply, Installation, Testing & Commissioning of various Medical Equipment for 200 Bedded, Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.

For detailed IFB and downloading of Bidding Documents please log on to www.hsccltd.co.in or www.mea.gov.in or www.eprocure.gov.in. The Bidding Document can be downloaded from 5th March 2014. A complete set of Bidding Document in English may also be purchased as per the schedule specified in the detailed IFB by any interested bidder from 1000 Hrs. IST to 1630 Hrs. IST on all working days on the submission of a written request to the HSCC (I) Ltd., Plot No. E-6 (A), Sector- 1, NOIDA, U.P. The schedule of sale of Bidding Documents, date of submission and opening of bids has been given in the Bidding Document.

The detailed IFB, corrigendum/modification/amendments, if any, will only appear on websites www.hsccltd.co.in or www.mea.gov.in or www.eprocure.gov.in .

Joint Secretary –DPA-III

**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
INVITATION FOR BIDS (IFB) - DETAILED**

BID REFERENCE: IFB No. HSCC/PUR/NEPAL/2013-14/2

Dated 04.03.2014

Joint Secretary- DPA III, Ministry of External Affairs, Government of India on behalf of President of India through HSCC (India) Ltd., invites sealed bids from manufacturers only in Single stage two bid system for Supply, Installation, Testing & Commissioning of various below mentioned Medical Equipments for 200 Bedded **Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.**

Item No.	Name of Instrument	Qty	Bid Security in INR	Start date of Sale of Bid Document	Last date of Sale of Bid Document	Last date & time	
						Submission of bid	opening of bids
1.	Anterior Spinal Fixation System (thoracic & Lumbar)	1	60000	05.03.14	03.04.14	04.04.14 upto 1430 hrs.	04.04.14 upto 1500 hrs.
2.	Posterior thoracic & Lumbar Spinal Fixation System	1	40000				
3.	Cervical Spinal Fixation System	1	50000				
4.	Anterior Spinal Fixation System	1	50000				
5.	Instruments and Implants for 4.5 mm Cannulated screws	1	18000				
6.	Instruments and Implants for 7.0mm Cannulated screws	2	16000				
7.	Mini Instrument Set	1	12000				
8.	Ultrasound Machine	2	160000				
9.	Automatic urine Analyser	1	6000				
10.	Refrigerated Centrifuge	1	30000				
11.	Platelet Agitator	1	10000				
12.	Cell Separator Apheresis machine	1	24000				

Please log on to www.hsccindia.co.in or www.mea.gov.in or www.eprocure.gov.in for copy of Invitation for Bids, items, detailed specifications, quantity, terms & conditions of tendering, Bid Security, consignee and all other relevant details like date of bid opening, last date for submission of bids etc.

- i) Bid evaluation will be made on the basis of total "All inclusive lump sum price" to be offered for each equipment. Any part/incomplete offer in respect of a particular equipment/store shall be rejected.
- ii) Bidders may quote for any one or more Items, but must quote for full quantity of all the equipment in a Item otherwise bid of the bidder will be rejected. Bid Security should be given separately for each Item as indicated.
- iii) A specimen copy of the 'Bid Document' is kept available for inspection (Free of Cost) at HSCC (India) Ltd., Noida for the benefit of prospective bidders.
- iv) **The bidders should quote for each Item as a separate bid.**

- v) Bids shall be evaluated separately for each Item
- vi) In case of goods of import origin, a foreign manufacturer can quote through their authorized Indian agent.

A complete set of Bidding Document in English may be purchased **as per the schedule specified in the table above** by any interested bidder from 10.00 Hrs IST to 16.30 Hrs. IST on all working days on the submission of a written request to the **HSCC (India) Ltd., Plot No. E -6 (A), Sector -1, Noida, U.P.** and upon payment of non- refundable fee of Rs.2000/- in the form of cash or Demand Draft from any Nationalized Bank/ Scheduled Bank drawn in favour of HSCC (India) Ltd. Payable at New Delhi / Noida. Bidding Document requested by mail shall be promptly dispatched by courier/ Speed post on payment of an extra amount of Rs. 200/-. MEA/HSCC will not be responsible for postal delay, if any, in the delivery of the document or non receipt of the same. Bidder may also **download** the tender document from the website www.hsccltd.co.in or www.mea.gov.in or www.eprocure.gov.in and submit its tender by utilizing the downloaded document, along with the required non- refundable fee of Rs. 2000/- in favour of HSCC (India) Ltd payable at New Delhi/ Noida. The bidders must submit the above mentioned tender document fee along with its tender failing which the tender submitted by the bidder shall be ignored. The bidder must refer ITB clause 9[B] of bid document for details regarding payment of Bid Document fee.

The last date of submission of bid is **also specified in the table above upto 14.30 Hrs IST at HSCC (India) Ltd. E- 6(A), Sector-1 , Noida , U.P.** The techno- commercial bid shall be opened on the same day at **15.00 Hrs IST** in presence of bidders or their representative who choose to be present.

In the event of any of the above mentioned dates being declared as a holiday / closed day in the purchaser's organization, the Bids will be sold / received/ opened on the next working day at the appointed time.

A pre – bid conference will be held HSCC I Ltd. E- 6(A), Sector-1 , Noida. on **18th March 2014 at 14.00 Hrs IST.**

In case of difficulty in downloading the Bid Document from the website, the prospective bidder(s) may please contact to the **HSCC (India) LTD. E- 6(A), Sector-1 , Noida , U.P.**

MEA reserves the right to accept or reject any or all of the tenders in full or in part including the lowest without assigning any reasons thereof or incurring any liability thereby.

The details advertisement & all subsequent updates, amendments, corrigendum's etc related to this tender will only appear on HSCC/MEA/Govt of India eprocure website.

Joint Secretary – DPA-III

SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

This bid document should be read in conjunction with the Press Tender Notice/IFB Ref. No. **IFB No. HSCC/PUR/NEPAL/2013-14/2 Dated 04.03.2014**, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given else, where, in this document, on the same subject matter of the clause.

1. THE BIDDING DOCUMENTS:

CONTENT OF BIDDING DOCUMENTS:

1.1 The Goods required, bidding procedures and tender & contract terms are prescribed in this Bidding Document and includes (i) IFB, (ii) IFB (Details), (iii) Section I (ITB), (iv) Section II (GCC), (v) Section III (SCC), (vi) Formats for Bid form ,Consignee receipt, Consignee Acceptance, Manufacturer's Self Authorisation form & Manufacturer's Authorization form (for Equipments of Imported origin), Performance Statement Proforma, Price Schedule, Bid Security, Performance Security, Check list, Agreement Form, (vii) Item Description & Specifications) with Consignee details for equipment placement.

1.2 The Bidders are expected to examine all instructions, terms, specifications etc. in the Bidding Documents. Failure to furnish information required by Bidding Documents or submission of a Bid not in compliance to the Bidding Documents will be at the Bidder's risk and may result in rejection of its Bid.

1.3 COST OF BIDDING:

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

2. CLARIFICATION IN BIDDING DOCUMENTS:

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

3. **AMENDMENT OF BIDDING DOCUMENTS :**

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

4. **LANGUAGE OF BID :**

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

5. **DOCUMENTS COMPRISING THE BID :**

The two-part Bid, that is, Techno-commercial bid and Price bid prepared by the Bidder shall comprise the following:

- a) Techno-commercial Bid (un-priced bid): This should interalia include the following:
- i) **Purchased /downloaded bid document duly authenticated failing which the submitted offer would be rejected.**
 - ii) Bid Security furnished in accordance with Clause 9.
 - iii) Bid Form as per the format given in the bid document.
 - iv) Power of Attorney in favour of the signatory of the bid, on non judicial stamp paper duly notarized.
 - v) Detailed technical specifications of **Item** quoted and if applicable, along with Catalogue / Literature fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices).
 - vi) Statement of Deviations parameter wise from Tendered Commercial conditions, if any.
 - vii) Statement of Deviations parameter wise from Tendered Technical specifications (Compliance statement) if any;

- viii) Authority Letter from manufacturer in case Bid is submitted by Agents;
 - ix) Bidders to indicate Name and Address of their Bankers; and
 - x) Current ITCC and balance sheet in original or a Photostat copy thereof.
 - xi) Documentary evidence established in accordance with Clause 7 that the Bidder is qualified to perform the contract if its Bid is accepted and clause 4 of SCC the minimum qualification criteria.
 - xii) Performance Statement along with relevant copies or orders and end user's satisfaction certificates.
 - xiii) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents;
 - xiv) Proof of payment of Bid Document Fee as per clause 9[B].
- b) Price Bid: The information given at Sr. No. 5 (a) (ii) above should be reproduced but with prices indicated. The prices shall be all inclusive lumpsum prices as per description given at Clause No. 6.

N.B.

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

6. BID PRICE :

6.1 (a) The Price bid for the Item to commensurate with scope of supply indicated against the Item and should indicate all inclusive lump sum price offered for each equipment/store including cost of the stores, freight, insurance, transit insurance, packing forwarding, VAT, Sales Tax, Excise duty, Basic Custom Duty upon production of CDEC, Inspection/Inspection certificate charges (ISO certified inspection agencies), road permit costs etc. and including charges whatsoever applicable, for equipment installation and commissioning with all the men and material required for the same and including charges, for three years comprehensive warranty service with spares with downtime not more than 48 hours, regular maintenance plans & wherever applicable including charges for three years Comprehensive Annual Maintenance Contract (CAMC) with service tax, with spares. The all inclusive lump sum price should be on CIP destination (i.e. Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal), for the above and inclusive of all charges stated herein above. The all inclusive lump sum price needs to be accompanied by a statement indicating a clear "break up" of all inclusive lump sum price of its various components constituting it along with values/amount indicating against each of such components adding to arrive at all inclusive lump sum price. The prices are to be kept valid for acceptance up to 180 days from the date of the opening of bids. No other charges in addition will be payable on any account over and above the lump sum price quoted. The prices should be given both in figures and words. Offers with price variation clause will not be accepted, the rates quoted in ambiguous terms such as "freight on actual basis" or "taxes as applicable extra" or

“packing forwarding extra” will render the bid liable for rejection. Sales Tax will be local Sales Tax, VAT or applicable CST (for inter state sales), whichever applicable will be incorporated in the above all inclusive lump sum price. *Custom duty exemption certificate and octroi exemption certificate will be issued by consignee and price to be quoted accordingly.*

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

6.1(b) **Offer for Import Origin Goods**

Offers for Import origin goods shall clearly indicate firm, "All inclusive lump sum price" and giving its break up of as FOB (Free on Board), Insurance, **CIP** (Carriage and Insurance paid to, named placed of destination), custom duty, custom clearance charges, examination, stamp duty, local transportation and Insurance etc. and all other charges for services to be rendered as explained under offer for Indigenous goods. Customs handling & clearance will be the responsibility of Bidder/Indian agent at his cost. CDEC will be provided by MEA.

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

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

6.3 The All inclusive Lump sum price will include wherever applicable charges for 3 years **Comprehensive Annual Maintenance Contract (CAMC) with spares** as required for the purpose of evaluation and the payment to prospective suppliers will not include payment of CAMC charges at the time of payment for delivery/receipt of goods. The quantum of 3 years AMC charges with spares should be clearly indicated in the break up lump sum price and this is payable at the end of 1st year, 2nd year & 3rd year after initial three years comprehensive warranty with spares.

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

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

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

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

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

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

- a) That, in the case of a Bidder offering to supply Goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. In this regard, the Bidder should submit an Authority letter from their manufacturers.

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

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

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

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

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

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

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

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

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

9. **BID SECURITY**

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

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

9.3 **The Bid Security shall be in the form of a demand Draft drawn in favour of “Pay & accounts officer, Ministry of External Affairs, New Delhi, payable at New Delhi from a Nationalised/Scheduled bank.** Bid Security can also be in the form of Bank Guarantee drawn in favour of Ministry of External Affairs, Govt. of India from any Nationalized Bank/Scheduled Bank, payable at New Delhi. Bid Security shall remain valid for a period of 45 days beyond the bid validity period. EMD/Bid Security Form has been enclosed in Formats

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

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

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

9.7 The Bid Security may be forfeited:

- a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or
- b) in the case of a successful Bidder, if the Bidder fails :
 - i) to sign the contract in accordance with Clause 23 ;
 - ii) to furnish Performance Security in accordance with Clause 24.

iii) if the bidder does not accept an error correction pursuant to clause 17.2

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

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

Bid Document Fee is Rs.2000/-. Bid Document Fee paid is non-refundable and the Bid Documents are non-transferable.

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

A bidder can quote for one or more items by paying just once for the bid document fee of Rs.2000/-.

However, separate bid shall be submitted for each Item.

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

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

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

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

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

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

11.1 The Bidder shall prepare single stage Two part bids, i.e. Techno Commercial Bid (un-priced) in duplicate and Price Bid in duplicate clearly marked as 'original' and 'copy' in addition shall enclose Bid Security in a single sealed third envelope.

11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised, to bind the Bidder to the contract. The authorisation shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Bid.

11.3 The Bid shall contain no inter- lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

12. **SUBMISSION OF BIDS:**

12.1 **SEALING AND MARKING OF BIDS:**

The Bidders shall seal the Bid in an inner and an outer envelope duly marking the envelopes, separately as “Techno-commercial Bid (un-priced)”, “Price Bid” and “Bid Security & Copy of Proof of payment of Bid Document Fee” in a third envelope and all these three envelopes enclosed in another sealed envelope duly marked.

12.2 The inner and outer envelopes shall be:

- (a) Addressed to **Joint Secretary –DPA-III, at Ministry of External affairs, JNB Bhawan, Opposite National Museum, New Delhi** as indicated in IFB:
- (b) bear (the Project name), the Press Tender Notice reference, and the words "DO NOT OPEN BEFORE....."

12.3 The inner envelope shall indicate the name and address of the Bidder.

12.4 If the outer envelopes is not sealed and marked as required in Para 12.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

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

13.1 As indicated in the Press Tender Notice/IFB.

13.2 Bids must be received by the Purchaser at the address specified on the date and time as mentioned in the Bid document. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause 13 will be rejected.

14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

- 14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 14.4 No bid may be modified subsequent to the deadline for submission of bids.
- 14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7.

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

- 15.1 The Purchaser will open the Techno-commercial bid only, in the presence of Bidder's representatives who choose to attend, in the HSCC Office, on the due date and time as mentioned in the IFB. The Bidder's representatives who are present shall, sign a register evidencing their attendance. **The Bidders' representatives shall furnish letter of Authority from their principals to attend the Bid opening.**
- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially suitable and comply with the Bid Documents will only be opened on a date to be intimated later to these bidders.
- 15.4 Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.
- 15.5 **Non-submission of Bid Security & Bid document fee by any bidder will render the bidder invalid and such bidder's bid will not be opened.**

16. **CLARIFICATION OF BIDS:**

- 16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for clarification of its Bid. Bidder shall be given only 5 working days to provide the required clarification/ details/documents etc. In case all the required clarification/ details/documents are still not provided the final reminder to the bidder intimating the pending clarification/ details/documents will be given and the bidder shall submit the required clarification/ details/documents within 4 working days. After the final reminder if still the required documents are not submitted, the bid will be evaluated based on the documents submitted by the bidder and the contents of the bid.
- 16.2 Clarifications sought & reply received to be all in writing, no change in price or substance of Bid permitted.

17. PRELIMINARY EXAMINATION:

- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected (unless in the opinion of the purchaser there is an obvious error in the unit rate, in which case the total price against item would prevail and unit rate shall be corrected accordingly). If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.
- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6) Warranty (GCC Clause 26). Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

Contents of the bid form in the format stipulated in the invitation of the bid, signed by the bidder shall supersede deviation(s) if any mentioned in any other part of the bid.

- 17.5 In normal circumstances if a bid is not substantially responsive, it will be rejected by the purchaser.

18. EVALUATION AND COMPARISON OF BIDS:

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

19. CONTACTING THE PURCHASER:

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

20. **AWARD OF CONTRACT:**

20.1 **AWARD CRITERIA:**

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

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

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

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

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

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

23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder by registered post/fax that its Bid has been accepted by enclosing detailed order copy in duplicate. This will constitute the formation of the contract and date of the contract shall be the date of each notification.

23.2 Upon the successful Bidder's returning back one copy of the order within 10 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9, and also discharge Bid Security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

24.1 Within 10 days of the date of notification under Clause 23.1 the Successful Bidder shall furnish the Performance Security/Security Deposit for 10% of the contract price in the form of a Demand Draft/Bank Guarantee drawn in favour of "Pay of Accounts officer, Ministry of External Affairs, New Delhi" payable at New Delhi from a Nationalised/ 1st Class/ Scheduled bank.

24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, in which event the Purchaser may call for new Bids.

25. **LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors that would have any effect on the performance of the contract and cost of the Goods. The

Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Purchaser accepts the Bid.

SECTION-II

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

1. DEFINITIONS:

- 1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated.
- (a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).
 - (b) "The Contract Price/All inclusive lump sum Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;
 - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
 - (e) "The Purchaser" means the organisation purchasing the Goods i.e., Ministry of External Affairs, Govt. of India.
 - (f) "The Supplier" means the individual or firm supplying the Goods and services under this contract;
 - (g) "Consignee" means where the Goods are required to be delivered at the destination, i.e. Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.

2. APPLICATION:

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

3. STANDARDS:

- 3.1.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

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

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

5. **PATENT RIGHTS:**

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

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

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

7. **INSPECTION & TESTS:**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the

Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.

- 7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier (s) at point of deliver and/or at the Goods' final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' delivery to the Consignee shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.
- 7.5 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC clause 26.
- 7.6 Principal/ foreign supplier shall also have the equipment inspected by recognized/reputed agency like SGS, Lioyd or equivalent (acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

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

8. **PACKING:**

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods' final destination and absence of heavy handling facilities at all points in transit.
- 8.2 The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:
 - (a) a packaging note quoting the name of the purchaser
 - (b) the number and date of order
 - (c) nomenclature of the goods
 - (d) schedule of parts for each complete equipment giving part number with reference to assembly

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

9. **DELIVERY:**

9.1 **Delivery, Installation and commissioning of the Goods upto the site (Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal) shall be made by the Supplier within 12 weeks from the date of contract (or from the date of establishing Letter of Credit in favour of the Principals in case of imported origin Goods) unless specified in IFB.** In case spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer spare parts and tools for delivery, along with the main Goods only and not before. **The name of consignee: Director, NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.**

10. **INSURANCE:**

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

10.2 For delivery ,installation and commissioning of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" (final destination) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the suppliers risk until delivery , installation and commissioning at site.

11. **TRANSPORTATION:**

To be arranged by the supplier up to consignee duly insured.

12. **PAYMENT:**

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

12.1 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the Goods delivered and Services performed and by shipping documents, such Goods to be duly certified and wherever applicable supported with documentary evidence in support there of Satisfactory installation duly certified by authorised personnel of **Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal/MEA** authorities shall accompany for release of balance payment.

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

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

i) **80% of the invoice value** will be made within 30 days as per provisions in Clause GCC 15 on receipt of following necessary documents:

- 1). Country of Origin Certificate.
- 2). Quality & Quantity Certificate.
- 3). Packing List.
- 4). Internal Factory Inspection Report.
- 5). Warranty Certificate.
- 6). ISO 13485 & 9001 Certificates.
- 7). Copy of Airway Bill/Bill of Lading (in case of imported goods).
- 8). Copy of Bill of Entry (in case of imported goods).
- 9). Insurance certificate valid up to installation & commissioning of equipment at site
- 10). Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.
- 11). Invoice.
- 12). Dispatch Clearance Certificate of MEA/HSCC.
- 13). Consignee Receipt Certificate from Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.
- 14). Transportation Invoice.

ii) **Balance 20% payment** subjected to clause 6.1 of ITB will be released within 30 days, upon receipt of satisfactory Installation & Commissioning Certificate from consignee/MEA Invoice as per provisions in Clause GCC 15.

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

Embassy of India at Kathmandu, Nepal

12.3 **FOR IMPORT ORIGIN GOODS:**

Payment will be made by opening of Irrevocable Letter of Credit (LC) in favour of the Foreign manufacturer, covering 100% of the Net FOB value of the equipment with the condition of remittance of **80% of net FOB value + Freight & Insurance charges** through LC on shipment and on submission of the following necessary documents from foreign manufacturer:

- 1) Country of Origin Certificate
- 2) Quality & Quantity Certificate
- 3) Packing List

- 4) Internal Factory Inspection Report
- 5) Warranty Certificate
- 6) ISO 13485 & 9001 Certificates
- 7) Airway Bill/Bill of Lading
- 8) Insurance certificate valid up to installation & commissioning of equipment at site
- 9) Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.
- 10) Invoice of LC amount
- 11) Dispatch Clearance Certificate of MEA/HSCC

Balance 20% of the net FOB value shall be released to foreign manufacturer through Irrevocable Letter of Credit after receipt of satisfactory Installation & Commissioning Certificate and Consignee Receipt Certificate from Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.

For equipment quoted in foreign currency, payment shall be made through LC at an exchange rate prevailing on the date of negotiation of LC. The LC will be opened by the Embassy of India, Kathmandu through its accredited bank at Kathmandu.

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

- 1). Satisfactory Installation & Commissioning Certificate and Consignee Receipt Certificate from **Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal/MEA.**
- 2). Transportation Invoice
- 3). Bill of Entry
- 4). Proof of Custom Duty & Custom clearance charges
- 5). Invoice
- 6). Warranty Certificate

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

Embassy of India at Kathmandu, Nepal

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

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

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

1. Country of Origin Certificate
2. Quality & Quantity Certificate

3. Packing List
4. Internal Factory Inspection Report
5. Warranty Certificate
6. ISO 13485 & 9001 Certificates
7. Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.

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

Embassy of India at Kathmandu, Nepal

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

No goods (both Indians & Import origin goods) shall be despatched before issue of Despatch Clearance Certificate by MEA.

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

13. **PRICES:**

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

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

- 14.1 The time and the date specified in the Contract for the delivery of the Goods shall be deemed to be the essence of the Contract.
- 14.2 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 14.3 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.
- 14.4 If at any time during performance of the Contract, the Supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.

15. **LIQUIDATED DAMAGES:**

15.1 Subject to force majeure, if the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract the Purchaser shall, without prejudice to its other remedies under the Contract or extended under clause 14.3, deduct from the Contract price, as Liquidated Damages, a sum equivalent to **0.5% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the contract.** Once the maximum is reached, the Purchaser may consider termination of contract.

16. **TERMINATION FOR DEFAULT:**

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

(a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

17. **FORCE MAJEURE:**

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

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

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

18. **TERMINATION FOR INSOLVENCY:**

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

19. **TERMINATION FOR CONVENIENCE:**

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

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

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

20. **RESOLUTION OF DISPUTE**

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

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

20.3 Venue of Arbitration shall be at Delhi.

20.4 The language of the Arbitral proceeding shall be English.

21. **GOVERNING LANGUAGE:**

21.1 The Contract shall be written in the language of the Bid (English Language) as specified

by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

22. **APPLICABLE LAW:**

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

23. **NOTICES:**

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

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

24. **TAXES AND DUTIES:**

24.1 Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted Goods to the Purchaser.

25. **The Bid Security of successful tenderers will be released after receipt of contract performance security and contract formation under clause of 23.1 of ITB.**

26. **WARRANTY (For Equipment, Accessories, Software & Hardware):**

26.1 The supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials **both in Hardware and Software**, unless otherwise provided in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevalent in India.

26.2 This comprehensive warranty shall remain valid (subject to clause 26.4) for 36 months after the Goods have been satisfactorily installed & commissioned and three months satisfactory functioning as duly certified by the appropriate authority. The comprehensive Warranty shall include free services and free provision of spares. It shall be the responsibility of supplier (or their principal) to ensure all consumables/reagents/necessary spares are available continuously without interruption.

26.3 The Purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.

26.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The Supplier shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter. The warranty period will stand extended accordingly. The supplier shall ensure a minimum uptime guarantee of 95% for the equipment.

- 26.5 If the Supplier having been notified fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract or in Law.
- 26.6 The Purchaser reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.
- 26.7 During the Warranty period, the supplier is required to visit the consignee's site at least once in 6 months commencing from the date of installation for preventive maintenance of the goods.
- 26.7 Nothing in this clause 26 shall affect the Purchaser's other rights under the Contract or in Law.

27. INSPECTION & TEST PROCEDURES:

- (i) The Stores will be inspected at MEA's sole discretion before packing at the manufacturer's premises and on receipt at site by MEA/HSCC nominated representatives. The decision of MEA/HSCC (I) Ltd. in the matter of acceptability of the stores will be final and binding. In case MEA/HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at site at no extra cost.
- (ii) Principal/ foreign supplier shall also have the equipment inspected by recognized/reputed agency like SGS, Lioyd or equivalent (acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

**28. SUPPLY, INSTALLATION AND COMMISSIONING AND WARRANTY SERVICING;
(IN RESPECT OF EQUIPMENTS)**

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

29. TRAINING:

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

30. MANUALS:

The Supplier has to provide **three sets** of operation manuals and maintenance manuals along-with each equipment to each consignee and one set of Operation & Maintenance Manual is to be provided to Purchaser while claiming 80% payment. The maintenance manual should give details up to component level and the faultfinding procedure with detailed illustrations.

31. Deleted

Special Note: (Forming part of SCC).

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

Joint Secretary –DPA-III

SECTION-III
SPECIAL CONDITIONS OF CONTRACT

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

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

4. A. Minimum Qualification Criteria (For Equipments):

Qualifying Minimum Requirements:

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

- i) Bidder should be a regular manufacturer or an authorised Indian agent for the type of stores offered.
- ii) An authorized Indian agent could be for (a) an imported origin equipment duly authorized by the foreign principal quoting through the Indian agent (b) an Indian origin equipment duly authorized by the Manufacturer
- iii) Indigenous Manufacturers to quote themselves or through their duly authorized Agent
In case of an items comprising group of items, then bidder may give Self Manufacturer's authorisation for main equipment and associated equipment from other manufactures of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorisation as per the tender format.
- iv) Bidders should have in the past 5 years, satisfactory executed for the Item offered, at least one single order of like nature of item and **quantity not less than 25% or two orders of 12.50%** of quantity of the equipment as tendered against each items subject to a minimum of one quantity. The Bidders shall furnish "**End User Certificate**" which shall indicating end users contact details i.e. name of hospital, doctor, phone/ fax/ mobile nos. etc.
- v) Foreign bidder's performance report shall include same Indian agent by which this current bid is quoted.

vi) Deleted

B. Other eligibility requirements:

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

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

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

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

- 5. **Five years Performance Statement:** Bidders should give performance statement of orders for similar items satisfactorily executed to sizeable value both in quantity & cost in comparison to items offered in the price bid.
- 6. **Bid Form: To be submitted by all bidders as per format enclosed. In case Bid Form is not submitted by the Bidder as per format, their bid shall be liable for rejection.**
- 7. In respect of equipment, the charges for 3 years Comprehensive Annual Maintenance Contract with spares (CAMC) (after initial 3 years comprehensive warranty period) year wise should be indicated separately & this will be included in the all inclusive lump sum price for purpose of evaluation of bids.
- 8. **Bidders have to purchase/ download one set of bid document. The Bidders shall deposit the requisite bid Document fee as per Clause 9(B) of Instructions to bidders.**
- 9. **Miscellaneous:**
 - a) While quoting for the Items, all components and quantities specified in the Item must be quoted. The purchaser will evaluate bid on an individual Item wise basis. **The bid shall stand rejected if all the components and quantities specified in any Item are not quoted.**
 - b) **Evaluation will be made on the basis of total all inclusive lump sum price value offered for the Item.**
 - c) The break up of “all inclusive lump sum price” of the Item; is also to be furnished in the price offered by bidder.

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

15. Bidders must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilisers, U.P.S. etc. required for successful installation testing and commissioning of the system and the “All inclusive lump sum price” should include all such costs, each **Item** is to be considered a package in itself and suppliers to execute the order package on a “turn key basis” including all civil, electrical, air – conditioning & allied requirement for the equipment, at the site.
16. Every effort has been taken to put forth general specifications in this bid documents. If inadvertently, any of the specification drawn happens to match with the specifications of any one particular firm’s product only, in respect of critical parameters, than it will not automatically mean that this particular firm’s offer is only technically suitable. In general, the specifications offered by other firms will be assessed in their own entirety to ascertain whether or not the board functions in general expected of the equipment are available with reasonable tolerance on the desired requirements of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.
17. Bidders who have paid the Bid Document Fee as per Clause 9[B] of ITB are only eligible to quote.
18. The supplier/manufacturer shall be made responsible for organising timely clearance/delivery of the equipment from the custom authorities by appointing custom agent, if necessary, and shall also arrange to transport the equipment to the destination including installation and commissioning of the same. Necessary insurance shall also be arranged by the supplier/manufacturer covering all these activities including transit insurance from destination to destination.
19. To ensure timely completion of project, in the event of receipt of only one bid or few bids received for any **Items** not fully meeting all tendered conditions, then the tender committee constituted could take prudent decision to accept the offer(s) which first comply by legitimately relaxing any one non stringent condition without affecting major functional requirement.
20. **The following clause needs to be read in conjunction with Clause 6 of ITB and Clause 26.2 of GCC & will prevail upon the description given for warranty elsewhere in the tender document/ with Equipment Specifications:**

Warranty for Medical Equipments:

“Supplier/ Manufacturer should provide 3 years full onsite comprehensive warranty with spares and 3 years Comprehensive Annual Maintenance Contract (CAMC) (with spares) for the 4th, 5th & 6th year after expiry of initial three years satisfactory comprehensive warranty with spares. Warranty will start only from the date of final acceptance of the machine at the department and price quoted inclusive of these criteria.

CMC (Labour + Spares) and AMC (Labour only) rates beyond the above period need not be quoted by bidder but contact details of the organization should be provided so that the option can be executed by **Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal** for availing AMC/ CMC services.”

The Purchaser/User shall enter into tripartite agreement with the principal manufacturer and the agent for warranty and CAMC services as per Annexure I. The principal Manufacturer and the agent shall adhere to it.

21. **Bidders should provide list of consumables and standard spare parts separately in the Techno-commercial Bid along with details of source of supply.**
22. The warranty will be governed by the clause 26 of GCC read with clause 20 of SCC of the bidding document, unless until specifically specified in the technical specifications. **Where ever there is specific mention of Warranty in the technical specifications the same will prevail.**
23. Where ever the word “**Line Item**” is appearing in the Bidding Documents the same will be replaced by the words “**Items**”
24. **MEA reserves the right to accept /place order for part item(s) of a item.**

Joint Secretary – DPA-III

FORMATS

BID FORM

To: (Name and address of Purchaser)
IFB Ref.:
Item Ref.:

Having examined the Bidding Documents including if any Addenda Nos. issued _____ , the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with said bidding documents.

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted, we will submit performance security in a sum of equivalent to 10% of the Contract Price for the due performance of the contract.

We agree in consideration of Rs.100/- if demanded to abide by this bid for a period of 180 (one hundred eighty) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We enclose our Comprehensive Maintenance Contract for three years, which forms part of our bid.*

We confirm that stipulated Bid Security is enclosed herewith as a part of bid.

We understand that you are not bound to accept the lowest or any bid you may receive.

We accept all your terms and conditions stipulated in this tender document without deviations, both technical & techno-commercial.

Dated this..... Day of.....
200.....

* Applicable for Equipments only.

(Signature) (In the capacity of)

Duly authorised to sign Bid for and on behalf of

Signed

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorised representatives)

The following Goods (Quantity mentioned against each) has/have been received in good conditions along with a copy of inspection report.

Name of items supplied

Against P.O. ref. dated.....

Suppliers Name

Consignee name and Address
with telephone No. & Fax No.

Description of the Item

Make & model:

Quantity:

Date of receipt:

Date:

Place:

(Authorised Representative)/ Consignee

Name and Designation of the officer

Phone No.:

CONSIGNEE ACCEPTANCE CERTIFICATE
(To be issued by Consignee's authorised representative)

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

1. Description of the item(s) supplied :

2. Name of Supplier :

3. a) Quantity Supplied :

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

4. Name and address of Consignee :

5. Date of receipt of Consignee :

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

7. Signature of the Director :
of Hospital with date

8. Name of the Director

9. Seal of Consignee :

- Telephone Number of Consignee :

- Facsimile Number of Consignee :

10. Contract No.

MANUFACTURERS' SELF AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFB NO. _____.

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

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

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

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFB.No. _____.

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

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

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

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

Proforma for Performance Statement (for a period of last five years) (Please read foot-note below)

Name of Item offered _____ Date of Opening _____ Time _____ Hours _____

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of Goods ordered	Value of order	Date of completion of delivery as per contract	Remarks indicating reasons for late delivery if any	Has the stores been satisfactorily supplied? (Attach a certificate from the Purchaser\ Consignee)
1	2	3	4	5	6	7

Signature and seal of the Bidder _____

Note: This form will be considered complete only if duly filled and supported with proof of order copies, satisfactory order execution certificates from client and other relevant details enclosed with this form and same shall be applicable for assessing single order execution criteria as per SCC clause 4A (iv) of this document.

Technical Compliance Statement Format

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

Schedule Ref. (1)	Name of the Equipment with Tender Specifications (2)	Compliance of parameter/ specification (3)	Non-Compliance of parameter/ specification (4)	Remarks for Sr.No.(4) (5)

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

Signature of the bidder & seal:

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

1	2	3	4	5							6
				Price per unit							
Item	Brief description of goods	Country of origin	Qty (No's)	Ex - factory/ Ex - warehouse /Exshowroom /Off - the shelf	Excise Duty (if any) [%age & value]	Sales Tax/CST against Form D/ VAT/ CENVAT (if any) [%age & value]	Packing and Forwarding charges	Inland Transportation, Insurance loading/ unloading and Incidental costs till consignee's site	Incidental Services (including Insurance, Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site	Total Unit Price =a+b+c+d+e+f	Total Price (Rs.)
				5 (a)	5 (b)	5 (c)	5(d)	5(e)	5 (f)	5(g)	4 x 5(g)

Total Tender price in Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

2. The Bidder will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition.

Signature of Bidder _____

Name _____

Business Address _____

Seal of the Bidder _____

Place: _____

Date: _____

SAMPLE PRICE SCHEDULE
B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5							6
				Price per unit							
Item	Brief description of goods	Country of origin	Qty (No's)	FOB price at port/ airport of Loading	CIP price at port/ air port	Custom Duty amount with CDEC & NMIC if applicable (To be reimbursed by the purchaser)	**Customs Clearance & Handling	**Inland Transportation, Insurance loading/ unloading and Incidental costs till consignee's site	**Incidental Services (including Insurance, Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site	Total Unit Price =a+b+c+d+e+f	Total Price (Rs.)
				5 (a)	5 (b)	5 (c)	5(d)	5(e)	5 (f)	5(g)	4 x 5(g)

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

Total Tender price: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

2. The Bidder will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition.

Indian Agency Commission - ____% of FOB (included/excluded above)

Custom Duty with CDEC & NMIC if applicable: ____% of CIF value [Column 5 (c)]

Signature of Bidder _____

Name _____

Business Address _____

Seal of the Bidder _____

Place: _____

Date: _____

SAMPLE PRICE SCHEDULE

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

1	2	3	4			5
Item No.	Brief description of Goods	Qty (No's)	Comprehensive Annual Maintenance cost with spares for each unit year wise after warranty period			Total CAMC cost for 3 years [(col. 3 x (4a+4b+4c))]
			1st	2nd	3rd	
			a	b	c	

- After completion of Warranty period

NOTE: -

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.

Place: _____

Date: _____

Signature of Bidder

Name

Business address _____
Seal of the Bidder _____

BID SECURITY FORM

Whereas1 (*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto **Ministry of External Affairs, Govt. of India** (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

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

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

Date: (Signature of the Bank)

Name of Bidder

PERFORMANCE SECURITY FORM

To: Ministry of External Affairs, Govt. of India (Name of Purchaser) **WHEREAS**
..... (Name of Supplier) hereinafter called "the Supplier"
has undertaken , in pursuance of Contract (Purchase order) No..... dated,..... 2013 to
supply.....(Description of Goods and Services)
hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall
furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security
for compliance with the Supplier's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of
the Supplier, up to a total of (Amount of the
Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand
declaring the Supplier to be in default under the Contract and without cavil or argument, any sum
or sums within the limit of (Amount of Guarantee) as aforesaid, without your
needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and Seal of Guarantors

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

Address :
.....

CHEKCLIST

Fill up the Check List for Bidders and enclose with the Bid

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

CHECKLIST

Name of Bidder:

Name of Manufacturer:

S. No.	Activity	Yes/No	Page No. in bid	Remarks
1.	Have you enclosed EMD of required amount for the quoted Items?			
2.	Have you enclosed Bid document fee of required amount in case the Bid document has been downloaded from websites? In case the Bid document fee has been paid in cash at HSCC office, have you enclosed the receipt?			
3.	Have you enclosed duly filled Bid Form as per format?			
4.	Have you enclosed purchase/ downloaded bid document duly authenticated.			
5.	Have you enclosed Power of Attorney in favour of the signatory, on non judicial stamp paper duly notarized.			
6.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
7.	In case of Technical deviations in the compliance statement, have you identified and attached the list of deviations?			
8.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Bid document in respect of all orders?			
9.	Have you submitted copy of the order(s) and end user certificate?			
10.	Have you submitted manufacturer's authorization as per format?			
11.	Have you submitted prices of goods, turnkey (if any), comprehensive AMC etc. in the Price Schedule?			
12.	Have you kept validity of 180 days from the Techno-Commercial Bid Opening date as per			

	the Bid document?			
13.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
14.	Have you submitted the certificate of incorporation?			
15.	Have you accepted all terms and conditions of Bid document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per Bid documents?			
17.	Have you furnished Annual Report (Audited Balance Sheet and Profit & Loss Account) for last three years prior to the date of Bid opening?			

N.B.

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

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the Bidder)

For and on behalf of

(Name, address and stamp of the Biding firm)

Tripartite Agreement

Whereas the agreement is made this day of
 200 between _____ Director NAMS for Nepal- Bharat Maitri
 Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal. (Hereinafter called the first
 party), _____ Principal Manufacturer (hereinafter called the second Party) and
 _____ Agent (Third party)

1. That this contract shall be effective from the date of satisfactory installation of _____ equipment(_____) to (_____) i.e the warranty period and the through Comprehensive annual Maintenance contract for two years beyond the Warranty period, which may, if the parties hereto mutually agreed to extend from time to time
2. The first party has entered into an agreement with the second and third party for supply of _____ equipment against order No. _____ for supply, installation, Warranty and comprehensive Annual Maintenance contract as per the terms and conditions of the tender document No. _____
3. The second and third party should provide 3 years full onsite comprehensive warranty with spares and 3 years comprehensive Annual Maintenance Contract (AMC) (with spares) for the 4th, 5th & 6th year after expiry of initial three years satisfactory comprehensive warranty with spares. Warranty will start only from the date of final acceptance of the machine at the department.
4. The comprehensive Warranty shall include free services and free provision of spares. It shall be the responsibility of Second party to ensure all consumables/reagents/necessary spares are available continuously without interruption.
5. The First party shall promptly notify the second or third party in writing of any claim arising under this warranty. Upon receipt of such notice, the second or third party shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The second or third party shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the first party for the replaced parts thereafter. The warranty period will stand extended accordingly. The warranty period will stand extended accordingly. The second or third party shall ensure a minimum uptime guarantee of 95% for the equipment.
6. If the second or third party having been notified fails to remedy the defect (s) within a reasonable period, the first party may proceed to take such remedial action as may be necessary, at the Second party's risk and expense and without prejudice to any other rights which the first party may have against the second party under the Contract or in Law.
7. The First party reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the second or third party.
8. During the Warranty period, the second or third party is required to visit the consignee's

site at least once in 6 months commencing from the date of installation for preventive maintenance of the goods. Besides this, the second party or third party will also depute their engineer on the receipt of letter or telephonic message and shall arrange to repair the equipment immediately.

9. If the second party cancel/terminate/expire the agency contract with the third party. The Second party will be liable for the contractual obligation including delivering the ordered goods and for undertaking satisfactory installation and commissioning etc. including warranty servicing and CMC.
10. In Case of any defaults, the First party shall be authorised to levy a penalty not exceeding Rs.1000/- for each default and in case of three consecutive defaults may forfeit the performance security in part or full at the discretion of the Director NAMS for Nepal-Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.
11. In Case, the second party fails to comply with the terms & conditions of the contract or fails to carry out the servicing/maintenance the first party shall be entitled to forfeit the security money.
12. The second or third party shall attend to any number of break down calls without extra payment and the call will be attended immediately.

First Party

**Director NAMS
for Nepal- Bharat Maitri
Emergency and
Trauma Centre
(NBMETC)
Kathmandu, Nepal**

Second Party

Principal Manufacturer

Third Party

Agent

Description & Specifications

SCHEDULE OF REQUIREMENT

Item No.	Name of Instrument	Qty
1.	Anterior Spinal Fixation System (thoracic & Lumbar)	1
2.	Posterior thoracic & Lumbar Spinal Fixation System	1
3.	Cervical Spinal Fixation System	1
4.	Anterior Spinal Fixation System	1
5.	Instruments and Implants for 4.5 mm Cannulated screws	1
6.	Instruments and Implants for 7.0mm Cannulated screws	2
7.	Mini Instrument Set	1
8.	Ultrasound Machine	2
9.	Automatic urine Analyser	1
10.	Refrigerated Centrifuge	1
11.	Platelet Agitator	1
12.	Cell Separator Apheresis machine	1

Delivery , Installation and commissioning (GCC 9)

Delivery, installation and commissioning of the Goods upto the site (Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.) shall be made by the Supplier within 12 weeks from the date of contract (or from the date of establishing Letter of Credit in favour of the Principals in case of imported origin Goods) unless specified in IFB

Name of consignee: Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.

TECHNICAL SPECIFICATIONS

Item No. 1 Anterior Spinal Fixation System (thoracic & Lumbar)

Name of the Item:

Purchase of Anterior Spinal fixation system for Thoracic & lumbar spine (1 set)

Following items manufactured to International Standards by reputed multinational firms.


Modular, Multisegmented Anterior spinal fixation providing screw rod system with options for single or double rod fixation. The system should have 'top loading' titanium implants and have versatility for short & long constructs.

A Complete Instrumentation set for the system is required with autoclavable compartmentalised box to hold the instrument & implants. The set should have these instruments.

- i) Instruments for clearing/preparing intervertebral disc spaces and or corpectomy including vertebral spreaders.
- ii) Instruments for making entry & seating of screws of sizes 4,5,6 min diam.
- iii) Instruments for insertion of staples-single & double.
- iv) Instruments for measuring, contouring cutting ,aligning & reducing the rod into the screw heads.
- v) Instruments for manipulating the construct – compression, distraction & rotation.
- vi) Instruments for insertion ,cutting/trimming & impacting spacers/cages of different sizes & types.

B. Implants (Titanium)

1. Single and double holed staples	30
2. Screw – Mono/uniaxial assorted diam. & lengths	30
- Poly/Multiaxial assorted diam. & length	20
3. Locking devices (corresponding to the total no. of screws)	50
4. Transverse connectors	20
5. Rods – 5 – 5.5 m diam (400 to 500 mm Long)	20


Professor (Ortho)
JENATC
All India Institute of Medical Sciences, New Delhi

Item No.2: Posterior Thoracic & Lumbar Spinal Fixation System

Name of the Item : Purchase of Posterior Thoracic & Lumbar Spinal Fixation System (1 Set)

Following items manufactured to International Standards by reputed multinational firms.

Modular multisegmental spinal fixation system for spinal fixation of thoracic & lumbar spine. The system should have pedicular screws, hooks, rods, transverse connection of various sizes and should have implants made of Titanium. The system should be top loading with dual locking system for the screw hook rod, short & long constructs. The system should have provision for linkage with the posterior cervical fixation to be able to make a cervico-thoracic construct when needed.

A Complete Instrumentation set for the system is required with autoclaveable compartmentalised box to hold the instruments and implants. The set should have these minimum instruments.

- a) Instruments for making the entry & seating pedicular screws of 4 mm, 5mm and 6 mm diam.
- b) Instruments for making the slot & seating the hooks of various sizes & types viz. Pedicular, transverse & off set hooks.
- c) Rod holding, measuring/cutting/contouring & reduction devices.
- d) Linking & locking instruments for hooks screws in the rod and torquing instruments.
- e) Staple holder & drivers.
- f) In situ bending & cutting instrument for the rod.
- g) Instruments to facilitate reduction of vertebral dislocations/displacements.
- h) Instruments for compression, distraction & rod rotation.
- i) Two Universal Ratchet handles & two conventional handles.
- j) Instruments for preparation of interbody space & insertion of bone graft and or spacer /cages for interbody fusion.
- k) Instruments for inserting & tightening the pin-nut/Cap nut locking device.
- l) Instruments for holding, trimming/cutting,introducing& impacting Titanium mesh Cages.

B. Implants – (Titanium) for the System

- | | | |
|----|--|----------|
| 1) | Hooks – Assorted – Pedicular, Laminar – narrow & Broad blade: Offset hooks | 10 |
| 2) | Screws – Mono/Uniaxial assorted (diam.5/5.5mm & 6/6.5mm & lengths –25 to 50mm)
Poly/ Multiaxial assorted(diam.4/4.5mm5/5.5mm & 6/6.5mm
& lengths 25 to 50mm) | 30
20 |
| 3) | Locking devices – dual locking (corresponding to the total no. of hooks & screws) | 60 |
| 4) | Transverse connectors | 20 |
| 5) | Rods – 5 / 5.5 m diam (400 to 500 mm length) | 20 |
| 6) | Staples – Single & double holed | 20 |
| 7) | Pin-nut (cap nuts) | 10 |
| 8) | Titanium mesh cage (vertical) | |
| a) | Diam. 10,12,14,16 22,30mm
(cylindrical) variable lengths for interbody fusion & also reconstruction work | 20 |
| b) | Oval 18,22,28 mm varied lengths | 10 |
| c) | Straight PLIF/TLIF cages (PEEK material) | 10 |

Dr. [Name]
Professor (Ortho.)
JPNATC
[Address]

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Item No.3: Cervical Spinal Fixation System

Name of the Item: Purchase of Occipital – Cervical Spinal Fixation System (1 Set)

SPECIFICATION: Following items manufactured to International Standards by reputed multinational firms.

A comprehensive, versatile, modular, segmental posterior cervical screw-rod wiring system, which can be linked to the occiput & to the Thoracic spine fixation system.

A Complete Instrumentation set with for the system to be used as mentioned above, with autoclavable compartmentalized box to hold the instruments & implants.

- i. Instruments for making entry and seating 3.5mm screws into cervical lateral mass and pedicles. Should have a accurate, stable & jig/sleeve for instrumentation devices.
- ii. Rigid straight as well as flexible drilling and tapping instrumentation should be provided
- iii. Instruments for measuring accurately desired depth of screws in lateral mass/pedicle
- iv. Instruments to bend and cut the rod
- v. Instruments to approximate /manipulate rod to screw
- vi. Instruments to compress and distract
- vii. Instruments to hold, contour, and fix the rod to plate/screw/cable/wire.
- viii. Instrument to gauge, make entry, drill holes, insertion, and seating of screws in the occipital region.
- ix. Instruments to hold, contour, and seat plates of different shape and sizes in the occipital region.
- x. Instruments for introducing , crimping , cutting of titanium double cables/wires in the cervical region
- xi. Instruments to bend and cut the rod

B. Implants:

- i. Should allow secure rigid secure, rigid fixation.
- ii. Should be low profile and made of Titanium (Ti 6AL 4V) mini screw-rod construct (3.5mm) with variable screw angulation and colour coded
- iii. Should have interface with other thoraco-lumbar systems.

Screws with locking device for lateral mass fixation assorted sizes (3.5mm diameter , length 14,16,18,20,22,24,26,28 in mm)	30
- Screws for occiput (assorted sizes 4mm -5.5mm dia , length 6-12mm)	12
Occiput plates T & Y (3 each)	6
- Slotted connectors-(3/4 mm,4/5mm,3/5.5mm)	10
- Rod diameter 3mm	10
- Stepped rods diameter 3 mm to 4 mm	4
- Stepped rods diameter 3 mm to 5.5mm	4
- Stepped rods diameter 4 mm to 5.5 mm	4
- Transition rod (occipito-cervical)3/4/3 x 250-300mm	4
- Titanium cables/wires	10
- Axial connectors 3 m to 4 m, 4 m to 5 m, 3m to 5 m	10
- Outer nuts for anchoring the rod to the occipital plate	12



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Item No.4: Anterior Spinal Fixation System

Name of the Item: Purchase of Anterior Cervical Spine Fixation System (1Set)

SPECIFICATION: Following items manufactured to International Standards by reputed multinational firms.

Anterior cervical spine fixation system of different sizes of titanium plates- with locking, varied angle screws that can be used for fixation & reconstruction of bodies of cervical spine – unisegmental Or multisegmental.

A Complete Instrumentation set is required with compartmentalized autoclavable to hold the instruments & implants.

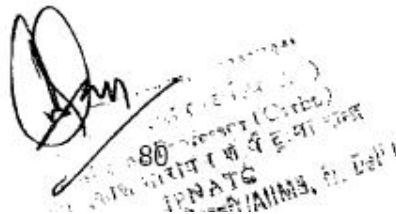
The set should have the following minimum instruments:

- 1) Instruments for measuring the required length of the plate in site.
- 2) Instruments for contouring/bending and holding the plate.
- 3) Instruments for making drill holes –
 - (a) Variable depth and variable angle
 - (b) Should have jig for stabilising/anchoring drill over the plate hole
 - (c) Should have guard/ block for fixing the exact depth of the hole-12mm-24mm
 - (d) Option of fitting the drilling devise to powered drill or a manual handle.
 - (e) Appropriate detachable handles to be provided
- 4) Instruments for accurately measuring the depth. and tapping the hole.
- 5) Instruments for selecting, insertion and 'locking' of the screw.
- 6) The instrumentation making the drill hole, tapping, insertion of screw should be jig oriented , stabilised over the plate/bone.
- 7) Instruments & screw should be color coded for different size of the screws.
- 8) Instruments for preparation & distraction of inter body space.
- 9) Instrumentation for measurement, cutting/trimming & insertion of spacer/cages for inter body fusion & or reconstruction of corpectomy defects

B Implants (Titanium)

- | | |
|--|----|
| i) Anterior cervical plates – variable size
(Single/Double/Three Level fixation) | 10 |
| 2) Screws – variable sizes | 60 |
| 3) Vertical mesh cages – various size for cervical spine reconstruction (8mm. To 22mm diam) | 10 |

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Item No.5: Instruments and Implants for 4.5mm Cannulated Screws

3. INSTRUMENT AND IMPLANTS FOR 4.5MM CANNULATED SCREWS:

Serial no	Name of the instrument	Quantity
1	Guide wire 1.6mm dia with spade point	10 nos.
2	Drill bit 1.5mm dia , 110/85mm	1
3	Drill 3.2 /1.75mm dia , 110/85 mm	2
4	Drill sleeves 7.0/3.2, 3.2/1.6, double drill sleeve 4.5/3.2	1 each
5	Instrument for insertion of 4.5mm Cannulated screws including tap, countersink, Measuring device , stylet , screw driver , Sleeves holding clips etc.	Total 13 instruments
6	Cannulated screws 4.5mm self Drilling / tapping 20-25in 2mm increment	3 each
7	Cannulated screws 4.5 self Drilling/tapping 54-72 in 4 mm increments	3 each
8	Washer 10.0/4.6 mm dia, for 4.5 mm screws	5

The instruments should be made of bio compatible, high quality stainless steel with proven safety and efficacy(imported).

Items Manufactured to International Standard (equivalent to AO type Specification) by reputed Multinational Firms

Item No.6: Instruments and Implants for 7.0mm Cannulated Screws

4. Instruments and implants for 7.0mm cannulated screws:

Serial no	Name of the instrument	Quantity
1	Guide wire 2.0 mm diameter ,threaded trip, 230mm long	10 nos.
2	Drill bits 2.0mm ,4.5/2.1 mm	1
3	Double drill sleeve 4.5/3.2	1
4	Instruments for insertion of 7.0mm cannulated Screws including tap, countersink, <i>Measuring devices, forceps, drill sleeves , stylet</i> etc	Total 15 instruments
5	Cannulated screws 7.0mm self drilling / tapping Thread length 16mm with following lengths 60-110mm with 5mm increments	5 each
6	Cannulated screws 7.0mm self drilling / tapping Thread length 32mm having following lengths 60-110mm with 5mm increments	5 each
7	Cannulated screws 7.0mm self drilling / tapping full Thread length with following lengths 60-110mm with 5mm increments	5 each
8	Washer 13.0/6.6 mm diameter for screws 4.5-7.0 mm	5

Items Manufactured to International Standard (equivalent to AO type Specification) by reputed Multinational Firms

Item No. 7: Mini Instrument Set

Instruments for insertion of mini screws (2.7, 2.0, 1.5 mm) of A.O. type in sterilization case with trays consisting of following items:

- Drill bits 2.7/2.0/1.5/1.1 mm 2 each
- Double drill sleeves 1.5/1.1, 2.0/1.5, 2.7/2.0 1 each
- Taps for 2.7/2.0/1.5mm screws 2 each
- Instruments for insertion of screws including small screws driver, Taps, bending Iron and plier, retractors, holding clips, reduction forceps, counter sink etc. **Total 25 instruments**
- Cortex screws of assorted sizes
 - 2.7mm 50 nos.
 - 2.0mm 32 nos.
 - 1.5mm 36 nos.
- Washers 6 nos.
- Assorted Plates (quarter tubular, Mini L, Mini- T, Mini Condylar) 51 nos.
- Kirschner wires assorted 50 nos.

The instruments should be made of bio compatible, high quality stainless steel with proven safety and efficacy (imported).

Item No.8: Ultrasound Machine

Specification

1. The system should be capable of high resolution 2D, PW, 3D with Multiplanar Reformatting, M mode, Color flow imaging and power Doppler mode.
2. The system should have 20,000 or more digital processing channels.
3. The system should be capable of high resolution 2D, PW, 3D with Multiplanar Reformatting, M mode, Color flow imaging and power Doppler Mode.
4. The system should have 20,000 or more digital processing channels.
5. The system should have 256 Gray shades or more.
6. Transducers should be of broad band or multi-frequency technology.
7. The system should have a dynamic range of 170 dB or above. Higher dynamic range will be preferred.
8. The system should have a frame rate of 300 frames per second or above.
9. The system should have tissue Harmonic imaging facility with pulse inversion technology.
10. It should be possible to upgradable the system to 4D, later if required. Please confirm.
11. System should be able to do volume acquisition of 33 volumes/sec or more.
12. System should have compound imaging of 9 lines per steering or more.
13. The system should have Pan Zoom facility (up to 6 times or more magnification) with high resolution results in both real time and frozen images.
14. The system should have imaging depth of 25 cm or more.
15. The system should have Cine loop facility; both frame by frame and in cine mode, with a memory for at least 500 2D color images review and at least 30 seconds of Doppler and M mode data.
16. The system should have facility of Panoramic Imaging or equivalent for extended field of viewing. The system should have Real-time Compound Imaging with at least nine lines of sight for achieving excellent image quality.
17. The system should have auto optimization features for ease of use and automatic quantification of Doppler parameters in Real-time & freeze modes.
18. The system should have an easy to use control panel and also be rotated sidewise more than 180 degrees. Should have an alphanumeric keyboard with illuminated keys and status display.
19. The system should have a High resolution Non **Interlaced** Flat Panel Monitor of 17 inches or more.
20. Should have minimum 3 active ports with direct switching from console.
21. The system should be DICOM 3.0 (or higher version) ready (like send, receive, print, record on CD/DVD, acknowledge etc.) for connectivity to any network, PC/computer etc in DICOM format.
22. System should have extensive calculation packages for general, vascular and obstetric measurements.
23. Foot switch operation for freeze and expose facility to be available.

Transducers:

Following transducers to be offered with the system:

1. Convex Array Transducer with frequency range of 2 to 5 MHz.
2. Linear Array Transducer with frequency range of 3 MHz to 12 MHz or more.

3. Endovaginal transducer with frequency range between 4 to 9 MHz with FOV not less than 120 degrees.
4. Small foot print, phased array transducer for Transfontanelle USG of neonatal head.

Image Storage and Documentation Devices:

1. Should have inbuilt hard disk for > 140,000 image storage.
2. Should have inbuilt CDRW facility to transfer images.
3. Hardcopy documentation using a multi-port DICOM compatible high-resolution laser dry chemistry camera with flexible formatting of images on 8" X 10" & 14" X 17" films. At least two active trays. DPI of camera should be 500 or more.

Miscellaneous:

On line UPS with 5 KVA capacity for half an hour backup to support all functions of the equipment i.e. Performing ultrasound procedure, exposure on to films or copy on a CD.

Upgrading requirements

A free, comprehensive software upgrade (compatible with the existing platform) guarantee for 10 years (after installation) of the ultrasound unit must be provided.

Guarantee/Warranty

Three years comprehensive onsite warranty of entire system (Spares and labour), without exclusion, including transducers and all other accessories. This will be followed by 3 years CMC to be quoted separately, year wise.

95% uptime guarantee should be given. In case down time exceeds 5%, penalty in the form of extended warrantee, double the number of days for which the equipment goes out of service, will be applied.

General Instructions for the Vendor

1. Supplier must ensure availability of expertise service and maintenance at site for installation. Uninterrupted availability of spare parts and repair for next ten years must be assured.
2. Two bid system: vendor is required to make separate bids for technical and price components. These should be quoted in two separate sealed envelopes.
3. Please note that all technical features, facilities and accessories mentioned in the tender document are standard requirements and hence, these should be offered as the standard feature. None of these should be offered as optional items.
4. In price bid, cost of locally supplied items must be quoted separately in Indian currency.
5. Please respond to each specification in the same format and order as mentioned in the tender document and specify/ indicate the verification document from the product data sheet against each column.
6. Original product data sheets, complete manuals and other necessary documents should be provided. Photocopies of these documents or printouts of the email/web pages will not be accepted.
7. When required, information other than those in the data sheets should be provided as a separate document from the principals only and should refer to the specific sections being addressed. When standard vendor data sheet disagrees with the bid response (offer/ compliance statement), clarification should accompany in the form of certificate from the principals only. In absence of this, the vendor data sheet will prevail for the purpose of evaluation and decision of the technical committee shall be final and binding on the supplier.
8. The vendor has to station one application specialist and service engineer at site for a period necessary to familiarize the medical and technical staff to the scanner protocols and enable them to achieve fast and efficient service.
9. Mention the number (with addresses, phone numbers, emails) of installations of the quoted unit in Delhi and India.

Item No. 9: Automated Urine Analyzer

1. The system should be automated with high through put and bench top urine analyzer for reading reagent strips.
2. Parameters included should be Glucose, Protein, Urobilinogen, Bilirubin, Ketones, specific gravity, occult blood, nitrate, pus cells & pH.
3. Test Measurement:
Color change measured by reflectance photometry
Dual readings at reactive and reference wavelengths
automatically adjusts for urine color
4. It should have Printed, consolidated patient report with urine test strip
5. Sample ID entry should be Manual, bar code, or downloaded from LIS
6. It should have Memory : more than 500 patient records and 200 controls
7. It should have display color LCD touch screen more than 5.0 Inches.
8. It should have External PC keyboard option/PS2 connection
9. It should have records and reports specimen color and clarity.
10. It should have electric requirement: 220-240V, 50/60 Hz

Item No.10: Specifications for High Speed Refrigerated Centrifuge

1. Floor model cold centrifuge with temperature setting in a range of -4°C to +40°C with CPC free condenser.
2. LCD display with imbalance detection system with safety interlock and emergency stopper/brake system.
3. Automatic rotor ID detection system.
4. Access to various angles rotors with variable capacity to adopt 250ml x 4, 120ml x 4, 50ml x 10, 15ml x10-12, 1.5mlx 18-24 and 96 well microtitre plates.
5. Autoclavable rotors and adaptors with biosafety cover lids for each rotor.
6. Noise not more than <55db
7. Should have continuous run time of 99 min or more.
8. Speed >15,000 rpm.
9. Power supplies 200-250 V, 50Hz.
10. Should provide adaptors for 15ml, 30ml both 'U' & 'V' bottom tubes.
11. Safety features to indicate imbalance, improper chosen rotor, interruption centrifuge programme, variation from set temperature.
12. Should provide suitable stabilizers.

Item No.11: Platelet Agitator

1. It should have provision to store about 36 platelet bags or 15 Apheresis bags or bags of different sizes.
2. It should have a clear view single pane glass roll out door which should roll inside the chamber for opening of the incubator.
3. Should have removable drawers for storage of any size product
4. Should have complete air circulation across both surfaces of platelet bag.
5. Agitator should stop automatically once the door is opened.
6. It should have micro-processed controlled LCD display, temperature graph display and graphical display of agitation speed.
7. It should have stainless steel rtd sensor probes.
8. It should have provision for 4 day inkless chart recorder with battery backup for continues operation during power failure.
9. It should be able to maintain a temperature of 22 degrees.
10. It should have gentle side to side motion (1 ½ inch,38 mm) with 65 ±5 strokes per minute
11. It should have drawers with holes for complete air circulation across both surfaces of platelet bags

Item No.12: Blood Cell Separator Apheresis Machine

1. Should be fully Automatic Computerized on Line System Latest Model
2. Mobile: Easily Transportable to Patient Site for Therapeutic Usage.
3. Practical for Mobile Collections and in ICUs'.
4. Should be a donor & operator friendly unit.
5. Should have Single / Double arm procedure for all protocols.
6. Should have closed set disposable
7. Should operate on battery back up (UPS) and should operate at least 2hours on a commercially available 1 KVA UPS
8. Flow Control Algorithm with Over Pressure Detection controls and alarms. Automatic cuff inflation / deflation.
9. Should have Versatile Combination of Component Collection Protocols.
10. Should Allow Collection of up-to two units of Leucodepleted RBC Concentrates, Both Autologous and Homologous Red Blood Cells and Leuco-depleted Platelets. Red Blood Cells and Plasma in two separate bags. Leuco-depleted Platelets and Plasma in two separate bags.
11. High Yield Leuco-depleted Platelet Collection from a Single donor with minimal Plasma
12. Should have capability of collecting 3×10^{11} or more platelets from a single donor with in 60 minutes using a single arm / double arm procedure.
13. Both Autologous and Homologous Peripheral Blood Stem cell collection.
14. Bone Marrow concentration Protocol.
15. Therapeutic Plasma Exchange Protocol.
16. Platelet poor Plasma and Fresh frozen plasma.
17. Self-Loaded Centrifuge with a Variable Speed for collecting concentrated components from a single donor.