NATIONAL TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENT

FOR & ON BEHALF OF

Safderjung Hospital, New Delhi

On E-Tender Basis

HSCC/SJH/Medical Equipment/2015/6
Dated 10/07/2015

BY



HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

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

PHONE: 0120-2540153 FAX: 0120-2542447 URL: www.hsccltd.com

INDEX

Section	Topic	Page No.
Section I	Notice inviting Tender (NIT)	03
Section II	General Instructions to Tenderers (GIT)	07
Section III	- Special Instructions to Tenderers (SIT)	27
Section IV	- General Conditions of Contract (GCC)	- 28
Section V	- Special Conditions of Contract (SCC)	45
Section VI	- List of Requirements	46
Section VII	- Technical Specifications	48
Section VIII	- Quality Control Requirements	81
Section IX	- Qualification Criteria	82
Section X	- Tender Form	84
Section XI	- Price Schedules	85
Section XII	- Questionnaire	90
Section XIII	- Bank Guarantee Form for EMD	91
Section XIV	- Manufacturer's Authorisation Form	92
Section XV	- Bank Guarantee Form for Performance Security /CMC Security	93
Section XVI	- Contract Form (A & B)	94
Section XVII	- Proforma of Consignee Receipt Certificate	98
Section XVIII	- Proforma of Final Acceptance Certificate by the Consignee	99
Section XIX	- Affidavit/Undertaking	101
Section XX	- Check List for the Tenderers	102
Section XXI	- Consignee	105

SECTION-I

NOTICE INVITING TENDERS (NIT)

For NATIONAL TENDER ENQUIRY DOCUMENT

HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

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

PHONE: 0120-2540153 FAX: 0120-2542447 URL: www.hsccltd.co.in

SAFDERJUNG HOSPITAL & VMMC, NEW DELHI

GOVT OF INDIA MINISTRY OF HEALTH & FAMILY WELFARE

Tender Enquiry No.: HSCC/SJH/Medical Equipment/2015/6 Dated 10.07.2015

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

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

S. No.	Equipment Details	Qty./ Requirements	EMD (Rs.)
	For Cardiology Deptt. Of Super- Specialty Block		
1	Single Plain Cardiac Cath. Lab.	4 no.	24,00,000.00
2	Intravascular Ultrasound	1 no.	30,000.00
3	Fractional Flow Reserve (FFR)	1 no.	60,000.00
4	Optical Coherence Tomography (OCT)	1 no.	2,00,000.00
5	Fully Automatic Fiber-optic Intra Aortic Balloon Pump	3 no.	1,80,000.00
6	ACT Machine	5 no.	30,000.00
7	3-D Electro Anatomical Mapping System with Intra-Cardiac Echocardiography	2 no.	10,80,000.00
8	Cardiovascular Electrophysiology & Radiofrequency Ablation System	1 no.	1,20,000.00

9	Echocardiography & Color Doppler System	3 no.	4,80,000.00
10	4-D (Live 3-D) Echocardiography Color Doppler System	1 no.	2,00,000.00
11	Computerized Stress Test System (TMT)	2 no.	40,000.00
12	Holter Monitoring System	4 no.	80,000.00

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

Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com for downloading from 10.07.2015 to 31.07.2015. Prospective bidders are advised to regularly scan through HSCC E-tender portal www.tenderwizard.com/HSCC, as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate advertisement will be made for this.

(2) Tender No.: HSCC/SJH/Medical Equipment/2015/6 Dated 10.07.2015

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	10.07.2015 to 31.07.2015, 10.00 hrs to 1400 hrs IST
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd, Plot No. 6-A, Block-E, Sector-1, Noida (U.P)- 201301
iii.	Cost of the Tender Enquiry Document	INR 3, 000/-
iv.	Pre Tender Meeting Date & Time	21.07.2015, 14.30 hrs. IST
v.	Pre Tender Meeting Venue	Medical Superintendent Office, Conference Room, Safdarjung Hospital, New Delhi
vi.	Closing date & time for receipt of Tender	31.07.2015, 1430 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	31.07.2015, 1500 hrs IST
viii.	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

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

The tender shall be submitted all the necessary documents and in physical form (with respect to few documents as mentioned in the SIT) in parts/covers as mentioned below:

<u>In Original Offline & Copy Online (In separate Envelope : Part-I)</u>

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

Online (Part-II)

- (i) Tender Fee and EMD
- (ii) Power of Attorney
- (iii) Tender Form as per section X.
- (iv)Manufacturers Authorization Form
- (v) Affidavit as per Section XIX
- (vi)Proforma A
- (v) Performance statement along with required PO copies and its corresponding end user satisfactory performance certificate as per section IX.
- (vi) Name, address and details of account with respect to bidder and/or beneficiary of L/C. Copy of PAN. Certificate of Incorporation/Declaration being a proprietary firm.
- (vii) Audited Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account). Certificate of Regn. Issued by Directorate of Industries/NSIC, if SSI unit. (viii) Quality Control Requirements as per Section VIII

Offline (Part-III)

(i)Technical compliance for the quoted goods vis-à-vis the Technical specifications with all related brochures/catalogues in the tender enquiry, technical bid.

(iv) Price Bid (Only online).

- Price Schedule
- CMC Price Schedule
- Turnkey Price Schedule
- 4. All prospective tenderers may attend the Pre Tender meeting. For all the above tender IDs, Pre-bid meeting shall be held as mentioned above.
- 5. To participate in the submission against the tender, it is mandatory for the Applicants to get digital signature and get themselves registered with e-tendering system.
- 6. Complete set of Bid Documents has been made available at E-Tender portal www.hsccltd.com for downloading. The cost the Tender Enquiry Document is INR 3000/ which is payable in the form of Cash/Demand Draft drawn on a scheduled bank in India in favour of HSCC (India) Ltd. payable at Delhi/Noida.. Tenderer may download the tender enquiry documents from the website and submit its tender online after logging in to their user ID. The bidders are required to be registered at HSCC etender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for uploading its tender on-line for participation through E-Tendering basis. For

submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC.

- 7. Tenderers shall ensure that their tenders, complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.-201301 on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
- 8. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organisation, the physical form of tenders will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website www.hsccltd.com for corrigendum/amendments etc., if any, as these there no separate advertisement for them.

Medical Superintendent Safderjung Hospital, New Delhi.

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT) CONTENTS

Sl. No.	Topic	Page No.	
A	PREAMBLE		
1	Definitions and Abbreviations	09	
2	Introduction	10	
3	Availability of Funds	11	
4	Language of Tender	11	
5	Eligible Tenderers	11	
6	Eligible Goods and Services	11	
7	Tendering Expense	11	
В	TENDER ENQUIRY DOCUMENTS		
8	Contents of Tender Enquiry Documents	11	
9	Amendments to Tender Enquiry Documents	12	
10	Clarification of Tender Enquiry Documents	12	
С	PREPARATION OF TENDER		
11	Documents Comprising the Tender	12	
12	Tender Currencies	13	
13	Tender Prices	14	
14	Indian Agent	16	
15	Firm Price / Variable Price	16	
16	Alternative Tenders	16	
17	Documents Establishing Tenderer's Eligibility and Qualifications	17	
18	Documents Establishing Good's Conformity to Tender Enquiry Document	17	
19	Earnest Money Deposit (EMD)	17	
20	Tender Validity	18	
21	Signing and Sealing of Tender	19	
D	SUBMISSION OF TENDERS		
22	Submission of Tenders	19	
23	Late Tender	20	
24	Alteration and Withdrawal of Tender	20	
Е	TENDER OPENING		

25	Opening of Tenders	20
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	21
27	Preliminary Scrutiny of Tenders	21
28	Minor Infirmity/Irregularity/Non-Conformity	22
29	Discrepancy in Prices	22
30	Discrepancy between original and copies of Tender	22
31	Qualification Criteria	23
32	Conversion of Tender Currencies to Indian Rupees	23
33	Schedule-wise Evaluation	23
34	Comparison of Tenders	23
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	23
36	Tenderer's capability to perform the contract	23
37	Contacting the Purchaser	24
G	AWARD OF CONTRACT	
38	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	24
39	Award Criteria	24
40	Variation of Quantities at the Time of Award	24
41	Notification of Award	25
42	Issue of Contract	25
43	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	25
44	Return of EMD	25
45	Publication of Tender Result	25
46	Corrupt or Fraudulent Practices	25

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

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

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

2. Introduction

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

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

3. Availability of Funds

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

4. Language of Tender

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

Section II – General Instructions to Tenderers (GIT)
 Section III – Special Instructions to Tenderers (SIT)
 Section IV – General Conditions of Contract (GCC)

Section V – Special Conditions of Contract (SCC)

Section VI – List of Requirements
 Section VII – Technical Specifications

Section VIII – Quality Control Requirements

Section IX – Qualification Criteria

Section X – Tender Form

Section XI - Price Schedules
 Section XII - Ouestionnaire

Section XIII – Bank Guarantee Form for EMD

Section XIV – Manufacturer's Authorisation Form

Section XV – Bank Guarantee Form for Performance Security/CMC Security

Section XVI – Contract Forms A & B

Section XVII – Proforma of Consignee Receipt Certificate

Section XVIII - Proforma of Final Acceptance Certificate by the consignee

Section XIX - Affidavit
 Section XX - Check List
 Section XXI - Consignee

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

9. Amendments to TE documents

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

10. Clarification of TE documents

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

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

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

Tenderers are requested not to submit the hard copy of Price Bid along with the physical form of tender. In case the hard copy of price bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

A) <u>Techno - Commercial Tender (Un priced Tender)</u>

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

B) Price Tender:

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

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

Note:

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

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

12. Tender currencies

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

- if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. Bidders must quote the prevailing taxes and duties as applicable.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule:
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
 - b) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
 - c) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3

months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;

- d) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
- e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) the Total tender price of goods quoted DDP basis at consignee site in India as indicated in the List of Requirements, Price Schedule and Consignee List
- g) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.5 Additional information and instruction on Duties and Taxes:
- 13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

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

13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

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

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

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

13.5.5 Customs Duty:

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

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
 - a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - b) The details of the services to be rendered by the agent for the subject requirement.
 - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
 - d) Copy of the agreement between Indian Agent & their principal detailing the scope of work/services during warranty & after sales periods.

15. Firm Price

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

19. Earnest Money Deposit (EMD)

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

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

20. Tender Validity

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

21. Signing and Sealing of Tender

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 The tender shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:
 - (i) Tender Fee and EMD (Both online and physical)
 - (ii) Pre-qualification and Technical compliance as per following documents (Online submissions for all the documents and physical submission only for affidavit as per point i) below and original Technical brochures/catalogues against point j):
 - a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - b) b) Tender Form as per section X.
 - c) c) Copy of PAN.
 - d) Certificate of Incorporation/Declaration being a proprietary firm.
 - e) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
 - f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
 - g) Quality Control Requirements as per Section VIII
 - h) Performance statement along with required PO copies and its corresponding end user satisfactory performance certificate as per section IX.
 - i) Affidavit as per Section XIX
 - j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry (Both online and physical)

(iii) Price Bid (Only online).

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

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

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.
 - In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.
 - The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 25.3 The <u>Techno Commercial Tenders</u> are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not the meet the basic requirements, are liable to be treated as non responsive and will be summarily ignored.
- 27.4 The following are some of the important aspects, for which a tender shall be declared non responsive and will be summarily ignored;
 - (i) Tender form as per Section IX (signed and stamped) not enclosed
 - (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
 - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
 - (vi) Tenderer has not agreed to give the required performance security.
 - (vii) Goods offered are not meeting the tender enquiry specification.
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - (ix) Poor/unsatisfactory past performance.
 - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- 27.5 The following are some of the important aspects, for which a tender shall be declared nonresponsive during the evaluation and will be ignored;
 - (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
 - (ii) Tender validity is shorter than the required period.

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

28. Minor Infirmity/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

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

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison of Tenders

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

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
 - i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

- 37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to fifty (50) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

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

41. Notification of Award

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

42. Issue of Contract

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

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

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

44. Return of E M D

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after

- Tender submission) designed to establish Tender prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	GIT Clause	Topic	SIT Provision	Page No.
	No.			
Α	1 to 7	Preamble	No Change	27
В	8 to 10	TE documents	No Change	27
С	11 to 21	Preparation of Tenders	No Change	27
D	22 to24	Submission of Tenders	No Change	27
Е	25	Tender Opening	No Change	27
F	26 to 27	Scrutiny and Evaluation of Tenders	No Change	27
G	36 to 46	Award of Contract	No Change	27

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

Submission of Tenders

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF or JPEG format as prescribed) and uploaded for on-line submission of Proposal. However, physical documents as per NIT to be submitted in "ORIGINAL" to HSCC (India) Ltd. before the prescribed date & time for submission of physical tender restricted to the following documents only.
 - a) Demand Draft towards Tender Fee in favour of HSCC (India) Ltd.
 - b) EMD in the prescribed format in favour of HSCC (India) Ltd.
 - c) Technical Data Sheet and original technical literature/ Brochure (if any)
 - d) Affidavit as per Section XIX
- (ii) All document(s)/ information(s) other than above including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF PRICE BID/FINANCIAL PROPOSAL) should be **uploaded online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may scan the documents in low resolution **(75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (iv) The prospective bidders may upload Drawing files, if any, in ".dwf" format so that the size of document is less. This is a generic format and all software supports this format.
- (v) At the time of cover content creation, the prospective bidders would have to define the document type as ".rar" format.
- (vi) The prospective bidders should be asked to zip all the .dwf files to a .rar file & upload it

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

1 Application 29 2 Use of contract documents and information 29 3 Patent Rights 29 4 Country of Origin 29 5 Performance Security 29 6 Technical Specifications and Standards 30 7 Packing and Marking 30 8 Inspection, Testing and Quality Control 31 9 Terms of Delivery 32 10 Transportation of Goods 32 11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 34 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37	Sl No.	Topic	Page
3 Patent Rights 29 4 Country of Origin 29 5 Performance Security 29 6 Technical Specifications and Standards 30 7 Packing and Marking 30 8 Inspection, Testing and Quality Control 31 9 Terms of Delivery 32 10 Transportation of Goods 32 11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 34 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40	1	Application	29
4 Country of Origin 29 5 Performance Security 29 6 Technical Specifications and Standards 30 7 Packing and Marking 30 8 Inspection, Testing and Quality Control 31 9 Terms of Delivery 32 10 Transportation of Goods 32 11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 34 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default	2	Use of contract documents and information	29
5 Performance Security 29 6 Technical Specifications and Standards 30 7 Packing and Marking 30 8 Inspection, Testing and Quality Control 31 9 Terms of Delivery 32 10 Transportation of Goods 32 11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 34 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for convenience <td>3</td> <td>Patent Rights</td> <td>29</td>	3	Patent Rights	29
6 Technical Specifications and Standards 7 Packing and Marking 30 8 Inspection, Testing and Quality Control 31 9 Terms of Delivery 32 10 Transportation of Goods 32 11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 41 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for default 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 41 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 44 45 46 46 47 48 48 48 48 48 48 48 48 48 48 48 48 48	4	Country of Origin	29
7 Packing and Marking 30 8 Inspection, Testing and Quality Control 31 9 Terms of Delivery 32 10 Transportation of Goods 32 11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 34 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42	5	Performance Security	29
8 Inspection, Testing and Quality Control 31 9 Terms of Delivery 32 10 Transportation of Goods 32 11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 34 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42	6	Technical Specifications and Standards	30
9 Terms of Delivery 32 10 Transportation of Goods 32 11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 34 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42	7	Packing and Marking	30
10 Transportation of Goods 32 11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 34 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 42	8	Inspection, Testing and Quality Control	31
11 Insurance 32 12 Spare parts 33 13 Incidental services 33 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 34 15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 42 31 Applicable Law 43 32 With-holding & Lien 43 34 Additio	9	Terms of Delivery	32
12 Spare parts 13 Incidental services 13 Jancidental services 14 Distribution of Dispatch Documents for Clearance/Receipt of Goods 15 Warranty 16 Assignment 17 Sub Contracts 18 Modification of contract 19 Prices 17 Terms and Duties 19 Prices 10 Taxes and Duties 11 Terms and mode of Payment 12 Delay in the supplier's performance 13 Liquidated Damages 14 Termination for default 15 Termination for insolvency 16 Force Majeure 17 Termination for convenience 18 Governing language 19 Notices 10 Resolution of disputes 11 Applicable Law 12 With-holding & Lien 13 General/Miscellaneous Clauses 14 Additional Factors & Parameters for Evaluation & Ranking of	10	Transportation of Goods	32
13Incidental services3314Distribution of Dispatch Documents for Clearance/Receipt of Goods3415Warranty3516Assignment3617Sub Contracts3618Modification of contract3619Prices3720Taxes and Duties3721Terms and mode of Payment3722Delay in the supplier's performance3923Liquidated Damages4024Termination for default4125Termination for insolvency4126Force Majeure4127Termination for convenience4228Governing language4229Notices4230Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44	11	Insurance	32
14Distribution of Dispatch Documents for Clearance/Receipt of Goods3415Warranty3516Assignment3617Sub Contracts3618Modification of contract3619Prices3720Taxes and Duties3721Terms and mode of Payment3722Delay in the supplier's performance3923Liquidated Damages4024Termination for default4125Termination for insolvency4126Force Majeure4127Termination for convenience4228Governing language4229Notices4230Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44	12	Spare parts	33
15 Warranty 35 16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 42 31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 34 Additional Factors & Parameters for Evaluation & Ranking of 44	13	Incidental services	33
16 Assignment 36 17 Sub Contracts 36 18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 42 31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 34 Additional Factors & Parameters for Evaluation & Ranking of 44	14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	34
17Sub Contracts3618Modification of contract3619Prices3720Taxes and Duties3721Terms and mode of Payment3722Delay in the supplier's performance3923Liquidated Damages4024Termination for default4125Termination for insolvency4126Force Majeure4127Termination for convenience4228Governing language4229Notices4230Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44	15	Warranty	35
18 Modification of contract 36 19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 42 31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 34 Additional Factors & Parameters for Evaluation & Ranking of 44	16	Assignment	36
19 Prices 37 20 Taxes and Duties 37 21 Terms and mode of Payment 37 22 Delay in the supplier's performance 39 23 Liquidated Damages 40 24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 42 31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 34 Additional Factors & Parameters for Evaluation & Ranking of 44	17	Sub Contracts	36
20Taxes and Duties3721Terms and mode of Payment3722Delay in the supplier's performance3923Liquidated Damages4024Termination for default4125Termination for insolvency4126Force Majeure4127Termination for convenience4228Governing language4229Notices4230Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44	18	Modification of contract	36
21Terms and mode of Payment3722Delay in the supplier's performance3923Liquidated Damages4024Termination for default4125Termination for insolvency4126Force Majeure4127Termination for convenience4228Governing language4229Notices4230Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44	19	Prices	37
22Delay in the supplier's performance3923Liquidated Damages4024Termination for default4125Termination for insolvency4126Force Majeure4127Termination for convenience4228Governing language4229Notices4230Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44	20	Taxes and Duties	37
Liquidated Damages 24 Termination for default 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 41 31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 44 Additional Factors & Parameters for Evaluation & Ranking of	21	Terms and mode of Payment	37
24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 42 31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 34 Additional Factors & Parameters for Evaluation & Ranking of 44	22	Delay in the supplier's performance	39
24 Termination for default 41 25 Termination for insolvency 41 26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 42 31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 34 Additional Factors & Parameters for Evaluation & Ranking of 44	23	Liquidated Damages	40
26 Force Majeure 41 27 Termination for convenience 42 28 Governing language 42 29 Notices 42 30 Resolution of disputes 42 31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 Additional Factors & Parameters for Evaluation & Ranking of 44	24		41
26Force Majeure4127Termination for convenience4228Governing language4229Notices4230Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44	25	Termination for insolvency	41
27Termination for convenience4228Governing language4229Notices4230Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44	26	-	41
28 Governing language 42 29 Notices 42 30 Resolution of disputes 42 31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 Additional Factors & Parameters for Evaluation & Ranking of 44	27		42
29Notices4230Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44	28	Governing language	42
30Resolution of disputes4231Applicable Law4332With-holding & Lien4333General/Miscellaneous Clauses4334Additional Factors & Parameters for Evaluation & Ranking of44			42
31 Applicable Law 43 32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 Additional Factors & Parameters for Evaluation & Ranking of 44			42
32 With-holding & Lien 43 33 General/Miscellaneous Clauses 43 Additional Factors & Parameters for Evaluation & Ranking of 44			43
33 General/Miscellaneous Clauses 43 Additional Factors & Parameters for Evaluation & Ranking of 44		**	_
Additional Factors & Parameters for Evaluation & Ranking of 44			_
		,	

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

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

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

6. Technical Specifications and Standards

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

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

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

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

7. Packing and Marking

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

- etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

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

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

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such pre-dispatch inspections, inspections and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and

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

- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during predespatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bereau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transhipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract. In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

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

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

11. Insurance:

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
 - i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110%

- of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

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

12. Spare parts

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

13. Incidental services

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

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

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

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

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

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

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

B) For goods imported from abroad

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

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

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The **warranty** shall remain valid for **60 months** from the date of installation & commissioning followed by a **CMC for a period of 5 (Five) Years** for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.
 - a. No conditional warranty will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:-
 - X-ray and CT tubes and high-tension cables.
 - Helium replacement
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors including oxygen sensors.
 - All kind of coils, probes and transducers
 - All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys etc
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
 - c. Replacement and repair will be under taken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of sixty (60) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
 - a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of despatch.
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee

within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

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

20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until final acceptance of the contracted goods to the purchaser. However, for goods directly imported shall be guided by the INCOTERM.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) On delivery:

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

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

b) On Acceptance:

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

B) Payment for Imported Goods:+

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

a) On Shipment:

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill , marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the despatched equipments issued by recognized/reputed agency like SGS, Lloyd, TUV & Beauru Varitus, prior to despatch.

b) On Acceptance:

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

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

C) Payment of Turnkey, if any:

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

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for

- an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.
- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
 - (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

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

22. Delivery/Delay in the supplier's performance

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) imposition of liquidated damages,

- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:
 - (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- 22.6 Passing of Property:
- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier"s risk until the property therein is transferred to the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the

Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

24. Termination for default

- 24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

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

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

27. Termination for convenience

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

28. Governing language

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

29. Notices

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

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to

any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by **Medical Superintendent, Safderjung Hospital, New Delhi**. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

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

33. General/Miscellaneous Clauses

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

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

- 34.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
 - i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 34.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 34.3 i. In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - ii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

SECTION - VI LIST OF REQUIREMENTS

Part I

S. No.	Equipment Details	Qty./ Requirements	EMD (Rs.)
	For Cardiology Deptt. Of Super- Specialty Block		
1	Single Plain Cardiac Cath. Lab.	4 no.	24,00,000.00
2	Intravascular Ultrasound	1 no.	30,000.00
3	Fractional Flow Reserve (FFR)	1 no.	60,000.00
4	Optical Coherence Tomography (OCT)	1 no.	2,00,000.00
5	Fully Automatic Fiber-optic Intra Aortic Balloon Pump	3 no.	1,80,000.00
6	ACT Machine	5 no.	30,000.00
7	3-D Electro Anatomical Mapping System with Intra-Cardiac Echocardiography	2 no.	10,80,000.00
8	Cardiovascular Electrophysiology & Radiofrequency Ablation System	1 no.	1,20,000.00
9	Echocardiography & Color Doppler System	3 no.	4,80,000.00
10	4-D (Live 3-D) Echocardiography Color Doppler System	1 no.	2,00,000.00
11	Computerized Stress Test System (TMT)	2 no.	40,000.00
12	Holter Monitoring System	4 no.	80,000.00

Part II: Required Delivery Schedule:

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

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

b) For Imported goods directly from foreign:

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

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

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

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

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V:

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

Part VI:

Required Terms of Delivery and Destination.

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

At Consignee Site – Specified in the List of Requirements Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery

b) For Imported goods directly from abroad:

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

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

Consignee/destination details as mentioned in Section-XXI.

	-	4.			
HSCC	(In	idia)) L ii	mite	ed.

Section - VII Technical Specifications

Equipment Specifications for Flat Panel Single plane Cardiac Cath-Lab.

Angiography system with flat detector technology digital imaging system for diagnostic procedures and interventional cardiovascular procedures, valvuloplasty and vascular Angiography, online DSA and cardiovascular electrophysiology.

- 1.0 C-Arm /G Arm Multi-directional floor/ceiling mounted
- 1.1 All movements should be motorized with C-Arm angulations of minimum RAO/LAO +100 DEG. / -100 degree. CRAN/CAUD +45 deg. At head end position. With 20 deg. / sec. or more speed for LAO/RAO and 15 deg./sec or more speed for CRAN/CAUD.
- 1.2 The system for user defined 50 programmed position of the C-arm.
- 1.3 Manual/motorized parking of C-Arm in case of catastrophe for resuscitating the patient
- 1.4 Motorized peripheral position for peripheral and vascular intervention should be available It should be possible to position the C-arm on the left side as well as on the right side of the patient.
- 1.5 The C arm should have auto collision protection with patient, monitors and the table.
- 1.6. It should be possible to have head to Toe coverage without patient repositioning.
- 2.0 Table
- 2.1 Floating/Floor mounted with carbon fiber tabletop with easy patient transport capability
- 2.2 Accessories for table should include head fixing aids, mattress, radiolucent carbon fibre arm support, catheterization arm support for radial angiography, drip stand, peripheral filer set.
- 2.3 Maximum patient weight = 150 kgs or higher with additional weight for at least 100 kgs during resuscitation
- 2.3 It should have rotating facility
- 3.0 X-Ray Generator:
- 3.1 100 KW or more compatible with high resolution imaging
- 4.0 X-Ray Tube:
- 4.1 X-Ray tube should be with fine focal spot (small & large) with high cooling rate to ensure continuous operation, capable of pulsed fluoroscopy on both focal spots. The large focus power output should be 80kW or more. The Pulse Fluoroscopy should be offered with pulse rate of 10 frame/sec to 30 frames/sec.
- 4.2 The X-Ray tube should have Anode heat storage capacity of at least 2.0 MHU or more to run continuously for 6-8 hours without shutting off.
- 5.0 Radiation protection:
- 5.1 The system should have integrated computer controlled (preferably automatic) X-Ray Beam filtering with copper filters of various size from 0.2 mm to 0.9 mm. Please list the special filters available. FILTERS SHOULD OPERATE IN FLUORO AND CINE IMAGES.
- 5.2 The system should have positioning of collimator blades without radiation.
- 5.3 The system should have monitoring and display of X-ray dose during the patient examination. It should be possible to create a DICOM based dose report of the patient.
- 5.4 System should meet all National & International safety standards & comply with BARC & AERB guidelines.
- 6.0 Digital imaging System:
- 6.1 A flat detector with a diagonal size of at least 24 cm. Please mention pixel size.
- 6.2 Digital system with acquisition and processing in 1024xl024 matrix at 25/30 fps with 10/12 bit digitization. PIXEL SIZE SHOULD BE 200μM OR LESS.

- 6.3 Image storage capacity of at least 50.000 images in 1024 x 1024 matrix at 10/12 bits on the main system disk
- 6.4 System should have capability of ECG display on the live image monitor and archive the ECG display along with Angio images on CD, during the acquisition.
- 6.5 System should have on-line & off-line validated coronary analysis and ventricle analysis program. The software should have Auto calibration facility for stenosis measurement with geometrical and densitometry calculations. The analysis should be possible from table side in the examination room and from the control room.
- 6.6 The system should have full table side control operation with complete acquisition and post processing capabilities.
- 6.7 The system should have on-line DSA capabilities in 1024 x 1024 matrix with acquisition frame rate of 1 frame/sec to 6 frames/sec.
- 6.8 The system should have facility for storage of fluoro loop scene of at least 10 seconds.
- 6.9 The system should be quoted with 3D modeling/analysis of coronary arteries.
- 6.10 The latest complete software and hardware for visualizing stent with extra high-resolution from table side AND CONTROL ROOM.
- 6.11 It should be possible to overlay live fluoro image on reference image on live monitor with fade in fade out .
- 6.12 Angle and distance measurement facility should be available
- 6.13 It should have parallel line display cum medical grade monitor in doctors' rooms
- 6.14. The DQE of detector must be minimum 70%
- 7.0 Monitors / Display:
- 7.1 The monitor display system in examination room should be ceiling suspended and it should be possible to position it on the left or right side of patient table. The monitor suspension system should have facility to place 6 monitors. The system should have six medical grade high resolution TFT/LCD at least 18 inch monitors to display live and reference images, one for patient hemodynamic monitoring, one for EP tracing, one for 3D image display and one for IVUS imaging.
- 7.2 Two high resolution TFT/LCD monitors, ONE FOR LIVE IMAGE AND ANOTHER FOR HEMODYNAMIC DISPLAY, IN THE CONSOLE ROOM.
- 7.3 One colour monitor for 3D image viewing/processing in control room.
- 8.0 Digital Archiving
- 8.1 Separate system for recording images on DVD/ CD_R with DICOM Viewer in DICOM 3 format with 1 TB capacity of hard disc.
- 8.2 Image transfer from digital system in background mode without affecting the system operation.
- 8.3 USB interface to copy images to memory disk/external hard disk
- 9.0 3D Acquisition and Cross-Sectional Imaging:

The 3D Acquisition should offer:

3D Reconstruction and visualization in real time of volume in volume rendering technique (VRT).

MPR & MIP

It should be possible to create 3D image of left atrium of heart. It should be possible to overlay line fluro image on this 3D image of left atrium for catheter guidance in EP procedure

10.0 CATHLAB RECORDING SYSTEM

- 10.1 The following features should be available in the recorder
 - 12 Lead ECG Amplifier with floating input
 - At least 2 pressures with floating inputs
 - Time and amplitude measurement with electronic calipers
 - Laser Printer with minimum 16 MB memory with minimum 1200 dpi
- 10.2 The patient connection box should be easy to install at the patient table in the examination room
- 10.3 18" color wave form monitor with programmable layout and digital monitoring readout Two
- 10.4 A 18" remote colour wave form monitor, to be mounted in the examination room.
- 10.7 ECG cables and reusable pressure transducers 2 each
- 10.8 Software should be provided for off line hemodynamic calculations such as cardiac output, gradients, valvular areas and shunt estimations.

11.0 HEMOXIMETER

Hemoximeter for measuring Hb and oxygen saturation during cardiac catheterization complete with all accessories like rinse solution, calibration solution etc for at least one year.

- 12.0 ACT machine One no. with Cartridge for 100 patients.
- 13.0 UPS: Suitable online UPS with 30 min. battery backup for complete Cath Lab including cine and fluoroscopy. Emergency lighting should also be on UPS
- 14.0 ACCESSORIES to be supplied:

State of the art High Pressure Injector – One

Ceiling suspended radiation protection - 1 no. (as per international radiation protection system)

Table mounted radiation protection - 1 no. (as per international radiation protection system)

Integrated two way communication system between control room and examination room.

One Laser Network Printer of high resolution (at least 1200 dots per inch) with minimum 128MB memory and 1200 dpi should also be offered for high quality image printing.

15.0 Environmental factors

- A. The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%
- B. should meet General Requirements of Safety for Electromagnetic Compatibility.
- C. 1. The chosen supplier would be asked to undertake a turnkey Project wherein necessary civil work modifications like False Ceiling, Wall Tiling, Anti Static Flooring and finishing works would be provided by them under the supervision of the support staff e.g. CPWD (Civil)/electrical etc.
 - 2. The supplier would also provide the Scrub area and the Catheter wash area.
 - 3. The supplier also would provide the necessary furniture like tables, computer chairs, cupboards, and catheter hang wall mounts etc.
- D. 1. Appropriate Air-conditioning would be provided by the supplier and maintained throughout the 5 year Warranty period and 5 year CMC period after warranty.
 - 2. The entire Cath-Lab including the Air Conditioning should be connected to the Generator of the hospital.
- E. Proper shielding should have to be done by the supplier to minimize radiation leakage as per AERB and BARC regulations.

16. Power Supply

- A. Power input to be 220-240VAC (Single Phase), /400-440 V (3 Phase)/ 50Hz as Appropriate fitted with Indian plug
- B. Reset table over current breaker shall be fitted for protection
- D. Online UPS of suitable rating conforming to shall be supplied for the entire Cath lab system including X-ray generation with a minimum power back up of
- E. The Power requirements involve laying a 125 KVA Cable from the substation To the Cath-Lab and making a Bus-Bar and a Power Distribution Board and This would be done by the supplier as a turnkey project under the supervision Of the support staffs e.g. PWD (Elect)

17.0 SITE MODIFICATION

- a. The necessary site modifications with interiors will have to be done by the supplier
- b. Six steel cupboards to store linen, Catheter storage, consumables, medicines should be provided.
- c. Facility for storage of CDs & DVDs and cathlab hard wires to be provided.
- d. Whole Cath Lab complex should be centrally air conditioned
- e. Other minor issues like voltage fluctuations, cooling, pest control and rodent control is to be taken care of by the cath lab supplier.
- f. Site layout /plan to be discussed with department and layout/plan copy approved by department to be used
- g. Supplier has to state the schedule for site modification and installation of cathlab system and all accessories
- h. CONSTRUCTIONS IN CONSTRUCTION AREA ALSO INCLUDE EXAMINATION ROOM, CONSOL ROOM, SCRUB AREA, DOCTORS CHANGING ROOM, NURSES CHANGING ROOM, TECHNICIANS CHANGING ROOM, STAFF CHANGING ROOM, TWO WASH ROOMS, SEMINAR ROOM, HOD ROOM, PRECATH ROOM AND POST CATH ROOM

18.0 Warranty

- a. Comprehensive warranty for 5 years for the complete system including x-ray tube and other supplied accessories like ACT machine, High Pressure Injector, Hemoximeter.
- b. All steps to be taken to maintain 95% uptake time of the Equipment falling which penalty clause would be imposed.

19. Standards, Safety and Training

- A. Main cath lab should Be USFDA approved product. Other accessories should be USFDA/European CE approved.
- B. Electrical safety conforms to standards for electrical safety IEC-60601-1 General Requirements
- C. Manufacturer should have ISO certification for quality standards.
- D. Shall comply with AERB and BARC guidelines.

20. Documentation

- A. User manual in English
- B. Service manual in English
- C. List of important spare parts and accessories with their part number and costing
- D. Certificate of Calibration and inspection from the factory
- E. Log book with instructions for daily, weekly, monthly and quarterly Maintenance checklist. The job description of the hospital technician and
 - Company service engineer should be clearly spelt out.
- F. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service /technical manual.

21. Other requirements

- A. Model should be latest gereration (The model should have been presented at or after 2013 in the annual meeting of Radiological Society of North America [RSNA])
- B. should have local service facility.
- C. comprehensive warranty of the main cath lab system and third party items for 5 years and AMC/CMC of the main cath lab system and third party items for next five years to be provided by the cath lab unit supplier
- D. Availability of spares to be ensured for minimum 10 years period
- E. The company should provide LAN facility that will provide online as well as off line analysis of cathlab procedure from other cathlab and from office rooms of three consultants
- F. Demonstration ,if required, should be given before approval and also working demonstration after installation.
- G. Bidder should give undertaking to shift complete cath lab with accessories to other area in the institute, if required at reasonable cost agreed by institute and bidder.

ANNEXURE-I SITE MODIFICATION TURNKEY PROJECT FLAT PANEL SIGNLE PLANE CARDIAC CATH-LAB ALONG WITH ACCESSORIES

- 1. Supplier would undertake a Turnkey Project for site modification and Installation of Cath Lab as per AERB/BARC regulations after AERB/BARC and/or other concerned authority's approval.
 - A typical layout plan (with dimensions) showing the placement of all specified hardware, including camera, consoles, data processing workstation, collimator, cart(s) and any imaging table(s) and rails along with details of computer furniture, conducting and earthing etc. would have to be provided to the hospital/appropriate authority and approval taken before starting the modifications/renovations.
 - Civil work: In the civil work following works are to be undertaken
- 2. Modifications / Renovations in the existing rooms will be done by the vendor as shown in the layout plan after approval by the Atomic Energy Regulatory Board (AERB).
- 3. The walls of whole Cath Lab Complex should be finished acrylic/plastic emulsion and should be finished with tiles (of Kajaria/Johnson/Naveen) up to five feet height.
- 4. The flooring in the Cath Lab complex should be as per AERB regulations. Flooring in all rooms and corridor shall be of vitrified tiles of 60 x 60cm size or other close appropriate size of reputed make like Kajaria/Johnson/Naveen
- 5. Whole area of Cath Lab Complex as in the layout plan approved by the AERB shall be finished with fire resistant zypcian false ceiling (material used should be of ISI/BIS mark).
- 6. All the doors should be provided with necessary fittings with hydraulic type door closures (DORMA/ reputed make) and with Mortised locks of Godrej / reputed make.
- 7. Main door of the Cath Lab complex in the corridor shall be in glazed aluminum with adequate thickness of glass with etching work wherever required.
 - Lead Glass window of adequate size will be fixed as per AERB guidelines in the console room.
 - Proper signage both external and internal.

	Plumbing work has to be carried out as per requirement for scrub area and other areas.
8.	The pipes and accessories should be of centrifugally cast iron of ISI make and the
	connection of existing main hole in the public health shafts shall be done. All water pipes
	shall be Galvanized iron of TATA equivalent make and filling shall be SUW/UF/UNIK
	make. The grating shall be chrome plated. All CP fittings shall be of EBONY / Jaguar/
	ESSCO.
	Electrical work: The firm is required to specify load requirement i.e. required for the unit,
	the air conditioning, room lighting and for the accessories, if any. The electrical
	works/accessories should be conforming to ISI/BIS standards and material should be
	ISI/BIS mark. The electrical works should have:
9.	Minimum two separate Earthing with copper plate is to be provided for the main
	equipment and air-conditioning equipment as per equipment requirements. The use of
	earth leakage circuit breaker will be required.
10.	A distribution panel of standard make and appropriate capacity is to be provided. The
	load shall be provided by the hospital. However, from the substation of the hospital to the
	distribution panel, cable of appropriate size will have to be provided and fixed be the
	vendor.
11.	The switch gears (MCBs / ACBs/ MCCBs) should be of Siemens / Hager (L&T) make.
12.	L.T. distribution board for MCBs etc. should be of Siemens/ Hager (L&T) make.
13.	Electrical wires should be of copper of different capacity as per the load and should be of
	Finolex/Havells/Polycab/L&T/Lapp Kabel make.
14.	Telephone wiring cables should be of Finolex / Havells/ Polycab make. Telephones to be
	provided in all rooms with EPBX system having control in office.
15.	Modular range Switches / Sockets of MK/ North West should be provided and fixed as
	per requirement.
16.	General lights should be of mirror optic reflector type of Phillips/Wipro/GE/Crompton
	make. Light dimmers (down lighters) should also be fixed in the equipment room.
17.	Ceiling fans/ wall fans to be provided in corridor and in all rooms.
18.	Steel conduit of BEC/AKG makes and conduit accessories of RAMA/Fitwell make.
19.	Air conditioning: Split Air conditions of reputed make Blue
	star/carrier/LG/Samsung/General to be provided by the vendor in whole complex as per
	requirements (to maintain appropriate temperature in the main equipment room & other
	rooms) and as per regulations of AERB. Standby additional split air condition(s) of
	appropriate strength/capacity (tonnage) to be fixed in the main equipment room.
	Hygrometer Nos.3 to be provided.
	In-built or External De Humidifier in Equipment, Console and Examination rooms to be
	provided as per room layout.
•	Fire Protection
20.	Non water based fire protection is to be integrated as per requirement. Fire extinguishers
	of appropriate types conforming to ISI/BIS mark should be fixed in different rooms as
	per requirement. Heat detectors/hooters/photoelectric/smoke detecto4rs of ISI/BIS mark
	shall be provided in all the rooms and corridors as per requirements. In case the expiry
	date of fire extinguishers is before the completion of 5 years comprehensive warranty
	period, extra set(s) of fire extinguishers will be supplied by the vendor till the completion
	of the 5 years comprehensive warranty period.
21	The vendor to also install the following:
21.	Audio visual Music systems for patient waiting areas.
22.	Adequate Pest, insect and rodent control system to be provided and installed to ensure
22	that cathlab area remains insect, pest and rodent free.
23.	Music and Public Address system for calling/ informing the patients in the waiting areas.

24.	Storage cupboards made of wood/ply board to be fixed in different rooms as per requirement stated by department at time of installation.			
25.	As per requirement furniture and fixtures for all the area including chairs of			
	Godrej/Durian reputed make should be provided.			
26.	Furniture and other items, mentioned as of reputed make, will need approval of the			
	department.			
27.	Defect liability: The works shall be guaranteed for a minimum period of 5 years from the			
	date of commissioning against any defective material/workmanship. The warranty and			
	CMC of the Air conditioners will form part of the main equipment.			
	The turnkey work including installation / commissioning of all the turnkey items should			
	be completed within 3 months.			
28.	Certification to the effect that the work has been executed as per the specifications			
	incorporated in the above document will be by the Safdarjung Hospital/appropriate			
	authority.			

Intra Vascular Ultrasound Machine (IVUS) for Coronary Application

Description of Function: IVUS offers direct, accurate, real-time, tomographically-oriented 360degree images not just of the vessel lumen, but of the vessel wall itself and any lesions it might contain

Technical specifications

Should be a Windows based IVUS imaging system capable of accepting transducer ranging from 5-40 MHz

Should be DICOM-3 Compatible

Should have DICOM storage to CD-R and PACS network compatible

Should be supplied with LCD flat panel medical grade display, Data entry keyboards, track ball or mouse interface or touch panel

Should be capable of Patient data entry and on screen annotation

Hard disk storage space should be sufficient to store at least 15 clinical case studies (Please specify CPU features)

Should have Biophysical inputs: ECG

Digital video loop storage: up to 9 minutes with still frames (JPEG) with full editing capabilities including offline editing

Should be capable of automatic and manual measurements: diameter and areas Quad / multiscreen format for comparison with prior measurements.

Should have on line 2D Longitudinal display and measurements (seen as longitudinal cut section of the artery)

Should have automatic border detection, both lumen and vessel

Should have facility to incorporate coronary angiographic data.

Should be compatible to be incorporated to existing Cathlab systems.

Automatic border Detection: Highlight lumen and vessel boundaries real-time during pullback

Automatic Measurements-Ability to Calculate key documentation endpoints including MLD, CSA and plaque burden, plaque composition that could be seen on cross-section and longitudinal views

Clear Visualization of Blood Flow, Improved detection of Blood Flow, Dissections, Stent appositions Color distinctions of plaque composition

Quantity: One IVUS machine with Following accessories

Pull-back device-3 Nos

printer

CD/DVD writer built-in

IVUS Catheters – 10 nos.

D. Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%
- E. Power Supply
- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- F. Standards, Safety and Training
- 1. Should be US FDA / European-CE and Indian regulatory body approved product
- 2. Manufacturer/Supplier should have ISO certification for quality standards.

G. Documentation

- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.

- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.
- H. Other requirements

Model should be latest gereration.

Should have local service facility in delhi

comprehensive warranty for 5 years and AMC/CMC for next five years.

Availability of spares to be ensured for minimum 10 years period

Demonstration, if required, before approval and working demonstration after installation.

Price of spares/accessories/ consumables/ disposable etc should also be quoted separately and the price should be fixed for first three years of AMC/ CMC period

FFR (Fractional Flow Reserve) Measurement System

Description of Function: Console to determine FFR with sensor based wire able to assess Arterial Pressure through Cath Lab transducer system.

Technical Specifications:

Should be able to assess FFR, iFR/ IMR and CFR with the same equipment.

Should communicate with PC with LCD of at-least 18" screen

Should be compatible with high quality photoprinter, DVD, USB memory stick and DICOM networking, compatible with DICOM worklist.

Should be able to asses distal Pressure through device.

Display both real time pressure and mean pressure values.

Should give Graphical presentation of pressure waves.

Screen window should display real time FFR in both numerical and graphical form.

Should have upgraded software to calculate in real time both FFR and CFR.

Display real time IMR (Index of Microcirculatory Resistance)/iFR (Instant Wave free Ratio) value through software.

Should be able to measure pressure in a range of -30 to 300 mm Hg

Should be operator friendly, guide steps to follow for procedure.

Should display Caliberation steps.

Allows different beat settings in accordance with the cath lab system.

Should have memory to save and record the data

Allows analysis of recorded data through software.

Pressure Wire:

Should be .014" guide wire

Should be able to do FFR, CFR and IMR/iFR with the same wire.

Should preferably have hydrophilic coating.

Should have continuous tapered core design.

Should have a radio opaque tip.

C.Quantity:

- 1. One Console
- 2. Pressure Wire: 10 Nos

D .Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS)General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%
- E. Power Supply
- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- F. Standards, Safety and Training
- 1. Should be US FDA / European-CE and Indian regulatory body approved product
- 2. Manufacturer/Supplier should have ISO certification for quality standards.
- G. Documentation
- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.
- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.
- H. Other requirements

Model should be latest gereration.

Should have local service facility in delhi.

comprehensive warranty for 5 years and AMC/CMC for next five years.

Availability of spares to be ensured for minimum 10 years period

Demonstration, if required, before approval and also working demonstration after installation.

Price of spares/accessories/ consumables/ disposable etc should also be quoted separately and the price should be fixed for first three years of AMC/CMC period.

Optical Coherence Tomography (OCT) System

Technical specification:

The system should have an imaging engine that is based on the fiber optic technology.

It should utilize catheter that emitnear infra red light to produce high resolution real time images.

Should have two monitors (17" and 19") plus remote video output for multiple sightlines.

The system should have an integrated drive-motor and Optical Controller (DOC).

Should have an isolation transformer.

Should have a computer, a keyboard, CDROM, USB Input and a mouse.

22*CD/DVD RW dual player DVD RAM drive for faster image management.

Imaging Catheter should be FDA/ Europian-CE and DCGI Approved

The system should allow the user to:

Acquire, save and subsequently retrieve images for review.

Allow to acquire and review images in L-Mode (lateral view).

Overlay color maps to optimize contrast resolution.

Enlarge a defined area of interest (zoom).

Make measurements and calculations of % Area stenosis

Make measurement and calculations of % Diameter stenosis

Add text annotations.

Play back and edit images with a full range of playback and editing capabilities.

Export still images and movies in raw OCT format or in standard AVI, TIFF, JPEG,BMP, or DICOM formats.

Import OCT format images and review and edit them with full OCT review and edit capability.

Perform basic file management functions.

The imaging Parameters of the system should be:

Maximum frame rate: 100 fps

Nominalpullback speed of 20mm/sec

of lines per frame: 500

Scan diameter:10 mm

Axial Resolution: 15 microns

Qty:

Main console: 1 Monitors: 2 Laser printer: 1

Imaging Catheter: 10 Nos

c. Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%

D. Power Supply

- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- E. Standards, Safety and Training
- 1. Should be US FDA / European-CE and Indian regulatory body approved product
- 2. Manufacturer/Supplier should have ISO certification for quality standards.
- F. Documentation
- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.
- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.
- G. Other requirements

Model should be latest gereration.

Should have local service facility in delhi.

comprehensive warranty for 5 years and AMC/CMC for next five years.

Availability of spares to be ensured for minimum 10 years period

Demonstration to be done before approval, if required and working demonstration after installation is must.

Price of spares/accessories/ consumables/ disposable etc should also be quoted separately and the price should be fixed for first three years of AMC/CMC period

Fully Automatic Fiber Optic Intra Aortic Balloon Pump

Description of Functions: Intra-aortic balloon pump (IABP) is a mechanical devicethat is used to decrease myocardial oxygen demand while at the same time increasing cardiac output. By increasing cardiac output it also increases coronary blood flow and therefore myocardial oxygen delivery.

Technical Specifications

Latest generation IABP system.

Transportable, Compact IABP system with minimum 2 Hours of Battery Backup.

Fast Pneumatics to provide accurate & reliable ventricular support enhancing augmentation & improved after-load reduction.

Driver System: Stepper motor driven bellows /compressor based system

Drive Gas: Helium.

System should be based on state of the art, latest technology namely Fibre Optic Technology for long endurance trouble free maintenance and artifact less signals.

Should have 3 modes of Operation, 1) Automatic, 2) SemiAutomatic, 3) Manual.

System should be capable of automatically selecting appropriate Trigger i.e ECG or Pressure and also accurately select the Inflation and Deflation points, in Automatic mode.

In Automatic mode of Operation user should be in control of the deflation point.

In Automatic and Semiautomatic Mode, Single ECG Trigger should be able to track various Ventricular and Atrial Arrythmia including VE's, Bigeminy, Trigeminy, Couplets etc and Atrial Fibrillation, without any user intervention, and still give optimal performance.

In Automatic and Semiautomatic Mode, Advance Software should automatically adapt the timings for various rhythms and rate variations, without any user intervention

In Automatic and Semiautomatic Mode, it should automatically identify Atrial Fibrillation & adopt R-Wave deflation mode for better patient support, without any user intervention

Should be able to trigger on 7mmhg of Pulse Pressure when used in Pressure Trigger mode

Single Key Start-up to make it fast, user friendly and easy to use

Should be able to display at least 3 waveform as ECG, Invasive Pressure and Balloon Pressure waveform Large Detachable Display for brighter & very good visibility from a distance in any lighting conditions On screen indication for Helium level in the cylinder & Battery level for timely intervention and correction

ECG Inflation marker to indicate inflation period on ECG which can be useful when arterial pressure waveform is not available

On screen indication of standby time and should give alarm after 20 mins, to draw user's attention on the system being on standby.

Optical Blood back detect for early indication of blood coming into the balloon lumen due to IABC leak Should have extensive Help Text available during startup to make the system easy to use even for new users

Should give extensive Help messages to correct the alarm conditions that are specific to the alarm condition. This should help the user to overcome the alarm problems immediately and with ease.

Should have Peripheral Vascular Doppler for checking Limb Ischemia, which is tethered to the main equipment

PCIABP Software which allows the user to monitor the IABP from any remote location via a modem.

In-built Comprehensive Service Diagnostics to help the technician to locate the fault immediately.

Should have capability to connect on the hospital network

Quantity: IABP system: 8 Nos

Each System should be supplied with the following:

ECG Cable with Lead wires: 8set

Reusable Invasive Blood Pressure Transducer: 12 Nos.

Refillable Helium Cylinder compatible with the IABP system Qty: 8 Nos

Intra Aortic Balloon F/o Catheter for Adult, size 30-35 cc Qty: 12 nos.

Intra Aortic Balloon F/o Catheter for Adult, size 40cc Qty: 12 nos.

D. Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%

E. Power Supply

- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- F. Standards, Safety and Training
- 1. Should be US FDA / European-CE/Indian regulatory body approved product
- 2. Manufacturer/Supplier should have ISO certification for quality standards.
- G. Documentation
- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.
- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.
- H. Other requirements

Model should be latest gereration.

Should have local service facility in delhi.

comprehensive warranty for 5 years and AMC/CMC for next five years.

Availability of spares to be ensured for minimum 10 years period

Demonstration, if required, before approval but working demonstration after installation is must.

Price of spares/accessories/ consumables/ disposable etc should also be quoted separately and the price should be fixed for first three years of AMC/CMC period

ACT Machine

Equipment for assessment of Activated clotting time (ACT)

It should be compact & portable for bed- side testing

It should have inbuilt mechanism to heat the cartridge.

Range 37.0+2 Degree C.

It should require less than 2ml of blood for each test.

It should be capable to display two reports at one time and should display average reading for these tests.

100 cartridges for each test to be supplied with each machine.(Total 500 cartidges with 5 machine)

There should be one year guarantee of the machine

Price of spares/accessories/ consumables/ disposable etc should also be quoted separately and the price should be fixed for four year

3D Electroanatomical Mapping System with Intracardiac echocardiography (ICE)

Description of function: Non-fluoroscopic 3 Dimensional beat by beat mapping system to create true 3 dimensional matrix by point-by-point acquisition / multi-point acquisition and mapping, to localize the chamber and the catheter with high precision in both Atrial and Ventricular Chambers

Technical Specifications:

Non-fluoroscopic 3 Dimensional beat by beat mapping system to create true 3 dimensional matrix by point-by-point acquisition and mapping, to localize the chamber and the catheter with high precision in both Atrial and Ventricular Chambers. The system should provide in vivo accuracy of upto 1 mm and should have anatomical reference to overcome patient movement artifacts.

The system should possess technology that combines the accurate magnetic-based technology of the 3D Electroanatomical mapping system with current-based data for accurate visualization and location of all catheters or the impedance based technology.

The system should have the capability to provide on line activation maps, unipolar maps and bipolar maps as primary maps of the operators choice. In addition to the primary online maps the system should be capable of providing isochronal, mesh, propagation maps as needed by the operator.

The system should be capable of maintaining mapping accuracy independent of catheter movement due to respiratory motion, patient condition and procedure time either with respiration gating or compensation.

The system should offer Multiple catheter visualization:

Can Visualize multiple catheters and at least 50 electrodes

All electrodes can be seen (tip and curve)

Complete visualization of the Pulmonary vein mapping eter and other spiral catheters of any brand

The system should be capable of integrating the patient CT, DYNACT or MRI (DICOM 3 format) image with the image of the heart chamber and overlap them with the 3D maps with high degree of accuracy. The system should have the ability to create electro-anatomical maps with high resolution images and be capable of segmenting the patient image with the in-built software. It should also provide compatibility with robotic navigation systems.

The system should be capable to displaying online parameters like power, temperature, time, intracardiac channels etc.

System should be capable of analyzing low amplitude and high frequency complex atrial electro gram suitably to deliver consistent and reliable performance.

Should offer option to do pediatric cases as well on the 3d System

Supplier should provide appropriate software to review and edit maps. Appropriate software/s should also be provided to be able to review and edit maps on a standalone. It should be possible to do most of the functions that can be done with the main system in the lab.

Supplier should process proper clinical and technical support team to support the system for the next 10 years and should also provide a comprehensive list of system installations in government as well as corporate hospitals in India.

Should provide software option to connect the 3D system to hospital PACS System for sharing and retrieving data. All data has to be transferred to the PACS and another separate hard drive of 5TB to ensure redundancy. It should be possible to write the data on to a CD/DVD/Blue Ray and also to an external pendrive/portable hard drive.

The computer workstation should comprise of at least 2 nos. 21" or bigger high resolution medical grade monitors.

The supplier should provide the saline flow irrigation pumps (with options for both low and high flow rates) and Integration to the RF ablator to facilitate irrigated ablations. It should be possible to switch between both low and high flow rates automatically (preferably) or manually. Interface with the RF ablator is highly preferable. This should include control and termination of the saline flow rates through the RF ablator. The RF ablator should be compatible to detect thermistor and thermocouple catheters, irrigated and dual sense catheters and be upgradable to support future catheter technologies.

The system should have direct compatibility between the 3D Mapping system to Intracardaic 3D Ultrasound systems to provide diagnosis based on ICE (Intra cardiac echo) technology. The system should be capable of integrating real-time intracardiac echocardiography (ICE) imaging of the complete cardiac anatomy with 3D maps to improve procedure safety, optimize workflow efficiency, and enhance confidence. The ultrasound catheter tip used in the system should contain both ultrasound phased array probe and navigation sensor. The vendor should provide compatible Ultrasound machine for Intracardiac echocardiography(ICE) and the compatible ICE probe with ultrasound phased array probe and navigation sensor should be approved for human use in India

RF Generator --- Ablation System

System capable to register Tip Electrocardiogram during ablation.

Ability to measure bio-impedance.

Compatible to detect Thermistor and Thermocouple sensing devices, irrigated catheters and dual-sensor catheters.

Upto 4 nos. system parameter settings storage in co-relation to the type of arrhythmia (customization of parameters like power, temperature, voltage, impedance etc).

System is capable of electronically bidirectional interfacing with thermocool pump.

System to have both Software controlled filters in addition to existing Hardware filters for low pass, high pass and band pass.

Availability of software programming on the system for the following: temp. menu, impedance menu, display menu, setup menu, printer menu, identification menu, test menu etc

Energy Delivery: 100 watts with computer interface (optional).

The RF generator should be fully compatible to work with irrigated ablation porous tip catheters at reduced flow rates (eg: 8 ml / min for <30 Watts & 15 ml/min for 31 to 50 Watts).

This generator should also be capable of handling flow rates of 17 ml/min for <30 Watts and 30 ml / min for 31 to 50 Watts for regular 6 hole irrigated ablation catheters.

The RF generator should allow for instantaneous RF termination as a safety feature that stops ablation with foot off immediacy.

Should have able service facilities in India

Equipment should be installed on turnkey basis

UPS: Suitable online UPS with 30 min. battery backup for complete system that will allow mapping, storage and ablation during power crisis

Quantity

Main unit: 1 No

Medical grade monitor(minimum 21"): 2 Nos

System cart to house the system: 1 No

Compatible work station: 1 No

Compatible SALINE DELIVERY PUMP: 1 No

Compatible RF Generator: 1 No

Compatible Ultrasound machine for ICE: 1 No

Compatible ICE probe with navigation sensor: 5 Nos

Compatible Thermocool catheter(Curve will be decided late) with Referance Patch: 10 Nos

Circular catheter for Pulmonary venus mapping: 5 Nos

Connector for catheter: 10 Nos

Laser Printer: 1 No

UPS: 1 No

D .Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS)General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%

E. Power Supply

- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- F. Standards, Safety and Training
- 1. Should be US FDA and Indian regulatory body approved product
- 2. Manufacturer/Supplier should have ISO certification for quality standards.

G. Documentation

- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.
- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.

H. Other requirements

Model should be latest gereration.

Should have local service facility.

comprehensive warranty for 5 years and AMC/CMC for next five years for all components.

Availability of spares including ICE probe with ultrasound phased array probe and navigation sensor to be ensured for minimum 10 years period

Demonstration to be given before approval, if required. And also working demonstration after installation is must.

Price of spares/accessories/ consumables/ disposable etc should also be quoted separately and the price should be fixed for first three years of AMC/CMC period.

<u>CARDIOVASCULAR ELECTROPHYSIOLOGY AND RADIOFREQUENCY ABLATION</u> <u>SYSTEM</u>

Description of Functions: Used for diagnosis and ablation of cardiac arrhythmias

B. Components of an EP lab

(i) EP recording system

(ii) Computerized Stimulator

(iii) RF ablator generator.

Technical Specifications:

EP Recording System:

Minimum of 50 Intracardiac Channels

Digital Amplifier with minimum 16-Bit A/D converter with at least 2 kHz resolution

Review software which can be loaded on any Laptop.

US FDA/Europeam CE approved.

Should have:

Holter window

2 LCD monitors(21") with 1600 x 1200 resolution with integrated hemodynamic recorder

12 lead Surface ECG channels with maximum three pressure channels, 4 analog inputs

- 6. Should be able to interface with all available generators in the market including RF and Cryo.
- 7. Should be compatible with all 3D mapping system like Ensite and Carto.

2. EP Stimulator:

Computerized stimulator.

Should have a minimum of 9 pre-programmed protocols and 10 user defined protocol & upto 6 extra stimuli.

US FDA/Europeam CE approved

3. RF Ablator Generator:

Power - Minimum 100 watt output

Compatibility - Thermistor & Thermocouple and leading RF Ablation Catheters(BARD, SJM, J & J etc) Compatibility with Irrigated tip ablation catheter.

Should be USFDA/ European-CE Approved

4. Accessories for ELECTROPHYSIOLOGY LABORATORY SYSTEM: Essential

21" high resolution slim LCD monitors for console room: 2 Nos.

Laser jet printer: 1 Nos

Cart with castor wheels: 1 No

UPS for complete backup for at-least one hour

The Company should provide full clinical support for at least two years

The company should arrange for adequate training of the technicians

Compatible Radiofrequency ablation catheter with connector: 10 nos

Compatible Irrigated tip ablation catheter with connector: 05 Nos

Quantity: main unit One (1 Nos) with accessories as above

E. Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS)General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%
- F. Power Supply

- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- G. Standards, Safety and Training
- 1. Manufacturer/Supplier should have ISO certification for quality standards.

The Company should provide full technical support for at least two years

The company should arrange for adequate training of the technicians

G. Documentation

- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.
- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.

H. Other requirements

Model should be latest generation with latest windows operating system or free upgrade when available Should have local service facility in delhi.

The vendor should provide comprehensive warranty for 5 years and AMC/CMC for next five years of all the components of the EP lab

Availability of spares to be ensured for minimum 10 years period

Demonstration to be given before approval, if required. And also working demonstration after installation is must.

Price of spares/accessories/ consumables/ disposable etc should also be quoted separately and the price should be fixed for first three years of AMC/CMC period.

ADVANCED 2D ECHOCARDIOGRAPHY AND COLOR DOPPLER SYSTEM

The system should be of latest generation, fully digital Echocardiography system with digital beam former.

System should have software to perform advanced cardiac (adult, pediatric, neonatal, transesophageal) imaging.

System should have 2D, M-mode, Color Flow, PW, CW, Steerable CW, Color Power Doppler, Directional Color Power angio facility.

Should also have advanced 2D quantification package, IMT quantification etc.

System should have Triplex imaging, Zoom facility in live & frozen images.

Machine should be capable of on-site up-gradation for contrast imaging & intra-cardiac Echocardiography without need of any hardware or software change.

System should be upgradable for future application or newer developments on the site.

System should have 250 or more gray scales.

System should have minimum 25,000 digital processing channels or more.

19" High Resolution, flicker free, non-interlaced flat panel monitor Should have an alphanumeric keyboard with illuminated keys and status display or equivalent.

The system should have dynamic range of 180-dB & scanning depth upto 30cm.

System should have an acquisition frame rate in 2D of at-least 700 frames/second and color frame rate of 300Hz. Acquisition frame rate should be clearly mentioned in the technical quote.

System should have advanced image processing algorithms to reduce the speckle and artifacts for improved image quality.

The system should have three Active Imaging Transducer Ports.

Independently selectable Gain Control in both Axial & Lateral Plane and equivalent.

Facility for independent steering of B mode and Colour beam on linear probe or equivalent.

Cine-loop review facility: Should be able to acquire and display up to 900 frames of 2D and colour images for retrospective review and image selection.

PW/CW Doppler facility in all images Phased Array Sector Transducer.

Tissue Harmonic Imaging in Phased array & Linear Probes.

Anatomical M-mode for easier scanning in abnormally shaped & positioned hearts. Should have advanced Tissue Doppler Imaging with the following capabilities:

Color TDI to display direction & timing of myocardial velocity.

Strain rate imaging and strain rate tracings.

Integration of tissue velocity signals in a graphical pattern (velocity against time) to yield displacement of multiple points of interest at a time.

2-dimentional speckle tracking to calculate tissue deformation and strain.

Bull's eye plotting generation by using 2-dimentional speckle tracking technique.

Should have software to calculate myocardial torsion and twist of different segments.

Automatic endocardial and/or myocardial border detection and its continuous movement/deformation with each cardiac cycle.

Tissue Doppler Imaging (TDI) velocity mode quantification to measure the myocardial velocity and derive the strain rate and strain along user-defined M-lines, should be capable of drawing upto 3 M-lines at a time, capable of subdividing each m-line into 8 sub-regions or according to user-defined sub-region sizes, Point of Interest tool – to obtains values from any point on the M-mode display.

Advanced parameters for LV systolic and diastolic function including, Fractional Area Change (FAC), Peak Ejection Change and Peak Rapid Filling Rate may also be displayed. Color Kinesis (CK) tool to provide color-coded visualization of global and regional wall motion.

Mitral annular CK allows visualization of AV plane Motion.

Trapezoidal imaging on linear array transducers.

Integrated 2D Quantification on Cart.

Display of 2D ultrasound images; Semi-automated border detection for cardiac chambers and vessel cavities.

Extended Field of view on linear array transducers.

Integrated Stress Echo system with 8 stage and 8 views, pause protocol facility, stop/resume facility, gain save facility, ability to reselect loops, wall motion scoring facility.

On-board Image Management Storage – should have >1,00,000 image storage facility in the hard disk drive.

System should have inbuilt Image Management, with facility for direct storage of Images and cine-loops in the Hard Disk Drive and also thumbnail review to view, edit, measure Images, loops and also reports.

Archive – should have facility to transfer images to CDRW, pen drive.

System should have direct connectivity to Laser/inkjet printer for printing images & report.

Must have advance DICOM facility, should have facility to connect to hospital network.

Full functional measurement facility and calculation should be possible.

- 39) Each System should be quoted with the following high frequency linear transducers:
 - i) Range of 1-4 MHz Broadband Phased Array Transducer with Tissue Harmonic Imaging for adult cardiac imaging-1 No
 - ii) Range of 2 to 8 MHz Broadband Phased Array Transducer for Pediatric imaging: 1 No.

- iii) Range of 5 to 14 MHz Broadband Phased Array Transducer for neonatal cardiac imaging: 1 No.
- iv) Broadband Phased Array sector TEE Transducer for adult imaging: 1 No

B.Quantity: 3 echocardiography system with following accessories:

3 sets Transducers as listed above

Online UPS with 30 min backup of a reputed brand having European CE marked: 3 Nos

B/W thermal printer: 3 Nos Inkjet Color Printer: 3Nos

separate workstation or review and analysis of images with storage capacity for 10,000 images: 3 Nos

C.Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS)General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%

D. Power Supply

- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- E. Standards, Safety and Training
- 1. Should be US FDA approved product
- 2. Manufacturer/Supplier should have ISO certification for quality standards.
- F. Documentation
- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.
- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.
- G. Other requirements

Model should be latest gereration.

Should have local service facility.

comprehensive warranty for 5 years and AMC/CMC for next five **year**s for whole systems including all transducers. CMC rates should be quoted in price bid separately

Availability of spares to be ensured for minimum 10 years period

Demonstration, if required, before approval and also working demonstration after installation.

Price of spares/accessories/ consumables/ disposable etc should also be quoted separately

.

4D (LIVE 3D) ECHOCARDIOGRAPHY COLOUR DOPPLER SYSTEM

Description of function: Colour Doppler echocardiography system is required to study the anatomic and hemodynamic abnormalities of the heart and vascular ultrasound.

A highend 4D system is offer live 3D picture of anatomical details of heart and great vessels and better functional assessment

Technical Specifications:

Latest generation high end & Technologically advanced Digital Live 3D Echocardiography system for adult cardiac applications

System should have minimum 50,000 digitally scalable channels for simultaneous formation, acquisition and processing of multiple ultrasound beams and has system architecture to process an entire bandwidth of frequencies form 1MHz to 15 MHz System should support pulse coding and pulse shaping technologies. Please mention number of digital channels in technical bid and highlight same in specification sheet.

System should have a dynamic range of minimum 180 DB so that variety of patient sizes can be handled without compromise. Please mention dynamic range in the technical bid with supporting specification sheet.

System should be capable of supporting second generation LIVE 3D matrix Transducer capable of supporting LIVE 3D image quality on the matrix array transducer with a 3D data processing speed at 64 mega voxels per second. Please mention 3D Data processing speed in technical bid.

System should offer Live X-Plane imaging with manipulation of orthogonal plane-lateral, elevation and rotation should be possible. Elevation beam steering should be possible so that ideal en-face views for measurements can be obtained without moving the transducer.

System should have Live 3D Echocardiography capability with Color Flow Imaging.

System should have extremely high Resolution 2D Imaging, Colour Flow Imaging, M Mode, PW Doppler, CW Doppler, Duplex & Triplex Modes.

Should have good Tissue Harmonic Imaging for improved Image quality.

Should have the state of the art Transmit Real Time Compound Imaging Technology.

Should have advanced Image Processing algorithms to analyse between targets and artifacts so as to sharpen target anatomy and reduce the speckle & artifacts for improved Image quality.

Should have Extended field of view Imaging of structures, by continuously scanning & moving the Probe over the area of Interest.

Should have advanced Tissue Doppler Imaging with high frame rate acquisition >300 frames per second. Should be able to perform MPR views for Quantification from 3D Imaging on Volume measurements like LV volumes, Ejection fraction from 3D Image, etc. Also should offer measurement of parameters of cardiac dyssynchrony. Should display global LV volume capability in 4D.

Should be able to perform advanced quantification measurements like Strain & Strain Rate Quantification. Should Measure the myocardial velocity and derives the strain rate and strain along user-defined M-lines, Capable of drawing up to 3 M-lines at a time, Capable of sub-dividing each m-line into 8 sub-regions or according to user-defined sub-region sizes, Point of Interest tool obtains values from any point on the M-mode display.

Should have great ergonomic design, which is comfortable and convenient to avoid user muscle strain & stress injuries. Preferably a lightweight system

Should have a 17-inch Monitor, preferably a Flat Panel type.

Should have onboard workstation for storage and review of all exams, 2D, 3D Images, loops, etc.An offline workstation with similar capabilities of on-board analysis and quantification of 2D and 3D data sets should be offered.

System should have DICOM 3.0 print and store service classes with support for modality ,worklis, perform procedure set up, storage commit.

System should allow storing of cropped 3D images which can be recalled and recropped later.

System should have inbuilt Image Management facility with facility for direct storage of Images and loops in the Hard Disk Drive and also thumbnail review to view & edit Images, loops and also reports.

System should have storage facility of images, loops in the hard disk drive of 160 GB or more. System should be able to transfer Images & clips to CD & DVD media.

Essential Accessories to be supplied with the machine (one with each System):

Adult Echo Live 3D Echo Transducer with frequency ranging from 1-5 Mhz

Vascular Transducer (Linear Array) with frequency ranging from 5-11 Mhz.

Phased array Transducer with smaller footprint for pediatric use with frequency range from 3-8 MHz.

Integrated Stress Echo facility to perform Stress Echo exams

2-7 Mhz. Adult Live 3D TEE transducer, with Tissue Harmonic imaging (Please mention the tip size, Small tip size will be preferred)

Regular TEE probe 2D multiplane with colour Doppler adult.

Latest Pentium PC(off-line workstation) with software for analyzing and quantification of 2D and 3D data sets, CD writer with Image Management Software and colour laser Printer.PC should be offered with a flat panel 17 inch display monitor.

Printer(Inkjet/Laser): 1 No with each probe

ECG cable: 1 no with each probe

Inbuild CD/DVD writer

Voltage stabilizer: 1 No with each probe Thermal printer: 1 no with each probe

C. Quantity: 2 nos machine with above mentioned accessories with each machine

D .Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS)General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%
- E. Power Supply
- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- F. Standards, Safety and Training
- 1. Should beUS FDA / Europian-CE and Indian regulatory body approved product
- 2. Manufacturer/Supplier should have ISO certification for quality standards.
- G. Documentation
- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.
- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.
- H. Other requirements

Model should be latest gereration.

Should have local service facility.

comprehensive warranty for 5 years and AMC/CMC for next five years.

Availability of spares to be ensured for minimum 10 years period

Demonstration, if required, before approval but working demonstration after installation is must Price of spares/accessories/ consumables/ disposable etc should also be quoted separately and the quoted cost should be fixed for next 10 years

COMPUTERISED STRESS TEST SYSTEM (TMT)

Description of Functions: A stress test system is used to detect ECG evidence of exercise induced arrhythmia during physical exercise.

Technical Specifications:

System should acquire and analyze up to 12 leads.

System should run on Window 7/Window XP operating system and should be provided with the computer system with the following configuration: Pentium CPU with DVD, minimum 17" Color monitor; minimum 250 GB Hard drive, Mouse, Keyboard and UPS for the CPU.\

Should provide standard Full Interpretation of Supine ECG with reasoning.

Display of real time 12 lead diagnostic quality ECG waveform, average complexes beat of all 12 leads with superimposed color comparison along with digital value of ST level and slope. It should also display of enlarged complex and should have the facility of dynamic lead selection for maximum ST changes. Display of 1mm graph on the monitor should be similar to the graph on the recording paper.

Automatic detection, display, Storage and review of arrhythmia, Heart Rate, Double Product and METS. It should have online HR METs, and ST running trends available on the screen during exercise.

System should provide risk assessment tools like Stroke and Duke Tredmil score.

System should have ability to manual edit of J & Isoelectric point during exercise. Filters for line frequency and special filters to reduce noise and baseline artifacts without compromising the ECG frequency response.

System should have full disclosure play back, review and storage of patient ECG raw data for unlimited numbers depending upon size of the hard disk. The unit should have the ability to readjust "J-ST" interval measurement ± 1 m sec points and generate a new report from stored raw ECG data.

System should provide multiple and customizable printing formats as per user's choice on A4 size high resolution thermal printer for online real time printings. It should also be possible to print reports on laser printer.

System must have ECG trigger output to interface with external automatic devices.

Should be supplied with Heavy Duty Imported Treadmill with following features:

Motor of Minimum 3 H.P

Walking surface of minimum 60"

Two Stopping Modes

Emergency Stop Switch

Speed ranging from 0 to 12 mph and grade of 0-20% with suitable 3 KVA stabilizer

maximum Weight bearing capacity of 200 Kg

Should be US-FDA approved

Should be provided with a Non Invasive Blood Pressure Monitor which can be programmed to take the blood pressure automatically with each stage

Final reports must be exportable from the system in Word,PDF.

Original product catalogs with complete technical specifications to be enclosed for main and allied equipments being offered

Should be provided with Electrode fixing Clip to minimize artifacts

Optional:

System should provide risk assessment tools for SCD like –T wave Alternas

Should be provided with a Pulse Oximetre, which can be programmed to take SPO2 automatically with each stage

Stress ECG interpretation

C.Quantity: 1. Main system including Treadmill, Computer (17") with analyzing software : 2nos for Each

2. UPS for at least 30 minutes backup: 2 Nos

- 3. Laser printer : 2 Nos
- 3. Non Invasive Blood Pressure Monitor: 2 Nos
- 4. ECG module: 4Nos
- 5. Patient cable with Electrode fixing Clip: 4 Nos
- 6. (Optional) Pulse Oximetre: 2 Nos
- 7. Good quality computer table(Durian/Godrej etc) for the system: 2 Nos
- 8. Pouch for ECG module: 2 Nos

D .Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS)General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%

E. Power Supply

- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- F. Standards, Safety and Training
- 1. Complete systems including Treadmill Should be US FDA approved product
- 2. Manufacturer/Supplier should have ISO certification for quality standards.

G. Documentation

- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.
- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.

H. Other requirements

Model should be latest gereration.

Should have local service facility.

comprehensive warranty for 5 years and AMC/CMC for next five years.

Availability of spares to be ensured for minimum 10 years period

Demonstration is to be given before approval, if required. Working demonstration after installation is must.

HOLTER MONITORING SYSTEM

Description of Function: Holter System is used to document ECG evidence of arrhythmia

Technical Specifications:

Monitor system specifications:

The system should have simultaneous and continuous acquisition of true 12 channels data for 24 Hrs, with facility to display / print 12 lead ECG at any point of time.

Should have beat to beat review of complete 12 lead presentations and all arrhythmia and ischemic events. It should also be capable of analyzing 3 lead using the same recorder.

Should employ multiple analysis such as retrospective, and bi-directional superimposition mode for at least two leads.

Should have Heart Rate variability, ST analysis and QT analysis including QT dispersion performed on all the 12 leads.

Should have SAECG facility for late potentials

System should have color coded rhythm analysis for various ventricular and supraventricular events including trend graphs for HR, RR intervals, RR variance, 12 leads ST, SVPB, and VPB.

Should provide automatic atrial fibrillation detection. Pacemaker analysis, artrial and Ventricular, capture failure, over sensing, under sensing.

Should have facility to re-label /edit templates also merge multiple templates as per users choice.

System should have an internal storage of full disclosure (Raw Data) of unlimited patients depending on the size of harddisk. It should be possible to copy / transfer the complete full disclosure Holter data to an external media, such as CD/DVD, etc.

The software should have the capability to create final summary report in PDF format for maintaining electronic patient records and integration with Hospital Information System.

System should have a Report pre-view capability to allow preparation / editing of final report, including comments, full disclosures and ECG strips. Final report should display and print beat labels above each beat.

Should have split screen for simultaneous viewing of Profile and ECG, with the provision of printing of ECG strips.

System should have calipers for measurements of amplitude, time and heart rate.

Patient Holter data down load/scan time should be less than 90 seconds.

Should be provided with latest PC with CD Writer, minimum 17" LCD/TFT monitor and should be able to print on ordinary laser printer. It should work on Windows XP / Window 7 operating system.

Original product catalogs with complete technical specifications to be enclosed for main and allied equipments being offered.

Optional:

Software package for risk assessment of sudden cardiac death

Short term holter recording

Online help for analysis and tutorials

Recorder Specifications:

Compact, Lightweight, should weigh less than 150 grams including battery and recordable media.

Should have graphic display to preview ECG waveform of multiple leads during patient hookup, lead quality (Impedance) check. Lead fail and Low battery indication. Online display of Time while recording.

Should be a digital Holter recorder and acquire true 12 lead (beat to beat) as per user choice for 24 hours of patient ECG.

Digital recorder should have a sampling rate of 10,000 samples/sec/channel for pacemaker spike detection.

Should work on a single AA alkaline/ Lithium battery for complete 48 hours recording.

Quantity: 1. Monitor with analayzing software: 2 Nos

- 2. UPS with battery backup for 30 min for whole system-2 Nos,
- 3. Recorder including: 8 Nos each
- 4. Memory card for acquisition of data for minimum 24 hours: 8 Nos
- 5. Compatible card reader: 2 Nos
- 6. Hotler pouch with shoulder strap: 8 Nos
- 7. Connecting cable and accessories-Eight (8 Nos)
- 8. Laser Printer: 2 Nos
- 9. Good quality computer table(Durian/Godrej etc) for the system-2 Nos

D .Environmental factors

- 1. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS)General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMCdirective.
- 2. The unit shall be capable of being stored continuously inambient temperature of 0 -50deg C and relative humidity
- 3 The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90%

E. Power Supply

- 1. Power input to be 170-270 V AC, 50Hz fitted with Indian plug.
- F. Standards, Safety and Training
- 1. Should be US FDA approved product
- 2. Manufacturer/Supplier should have ISO certification for quality standards.

G. Documentation

- 1. User/Technical/Maintenance manuals to be supplied in English.
- 2. Certificate of calibration and inspection.
- 3. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 4. List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 5. List of important spare parts and accessories with their part number and costing.

H. Other requirements

Model should be latest gereration.

Should have local service facility.

comprehensive warranty for 5 years and AMC/CMC for next five years.

Availability of spares to be ensured for minimum 10 years period

Demonstration to be given before approval, if required. And also working demonstration after installation is must.

SECTION-VII

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

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

2. After Sales Service:

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

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee.

- 4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:
 - a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next **5 years** on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
 - b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
 - c) Cost of CMC will be added for Ranking/Evaluation purpose.
 - d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
 - e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey Works:

The Tenderer shall examine the existing site where the equipment is to be installed to assess the site condition for Equipment placement and installation. Whether the scope of Turnkey Works is mentioned in the Technical Specifications or not, the bidder's offer should be on a "Turn Key" basis including all costs associated with the supply, installation and commissioning of the equipment.

For equipment, the major Turnkey work to be carried out are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turnkey Job of Hospital/Institution/Medical College. The Turnkey costs to be quoted in Indian Rupee will be added for Ranking Purpose. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. The Turnkey Work should completely comply with AERB requirement, if any.

Bidders must take into consideration in its bid, the costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilizers, U.P.S. etc. required for successful installation testing and commissioning of the Medical Equipment and the "All inclusive lump sum price" should include all such costs, each **Item/schedule/package** is to be considered a package in itself and suppliers to execute the order package on a "turn key basis" including all civil, electrical, air – conditioning & allied requirement for the equipment, at the site.

For X-Ray and related equipment, bidders who have Type Approval/NOC of AERB/BARC shall only be considered with documentary evidence. It shall be bidder's responsibility to get the equipment installed and commissioned as per AERB / BARC guidelines, obtain AERB/BARC approvals and install and commission equipment on "Turn Key basis". Bidders must take into consideration in its bid the costs to be incurred for any additional work viz. Electrical cabling, plugs of suitable ratings from the source, Electrical points of suitable ratings, water connection, water drainage, plumbing, air-conditioning, Radiation protection/shielding, mechanical & allied requirement for the equipment etc. required for successful installation, commissioning and running of the Equipment and the quoted "All inclusive lump sum price" should include all such costs.

Section - VIII Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

01 Name of the manufacturer

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

02 Plant and machinery details

- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

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

07 Test certificate held

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

08 Details of staff

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

Signature and seal of the Tenderer

Section - IX Qualification Criteria

- 1. The tenderer must be a manufacturer or it's authorized Indian Agent. They may authorise their agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
 - 2. (a) The Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 50% of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily in Government Hospitals / Private Hospitals / PSU Hospital/ UN Agencies. Tenders shall submit Performance Certificate / Installation reports & order copies in respect of the above.
 - 2. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least one contract in the last five years from the date of tender opening of similar equipment meeting major parameters of technical specification which is functioning satisfactorily, anywhere in India. Tenders shall submit Performance Certificate / Installation reports & order copies in respect of the above.

Note

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

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

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

- 4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
- 5. Tender shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by chartered accountant bearing their membership No.
- 6. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A' PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

J	l ender Refere	nce No.		:				
Ι	Date of openin	ıg		:				
7	Гime			:				
ľ	Name and add	ress of the	Tenderer	:				
N	Name and add	ress of the	manufacturer	:				
	Order placed by (full	Order number and date	Description and quantity of ordered	Value of order	Date of completic	on of	Remarks indicating reasons	Have the goods been functioning
	address of Purchaser /Consigne e)		goods and services	(Rs.)	As per contract	Actual	for delay if any	Satisfactorily (attach documentary proof)**

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

5

4

3

2

1

Signature and seal of the Tenderer

8

7

6

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

Section - X TENDER FORM

Γο	Date
Medical Superintendent & VMMC, Safderjung Hospital, New Delhi.	
Ref. Your TE document Nodated	
We, the undersigned have examined the above mentioned TE document amendment/corrigendum No, dated (if any), the receipt of confirmed. We now offer to supply and deliver (Description of goods conformity with your above referred document for the sum of (totain figures and words), as shown in the price schedule(s), attached herewith and tender.	which is hereby and services) in l tender amount
If our tender is accepted, we undertake to supply the goods and perform mentioned above, in accordance with the delivery schedule specified in the List of We further confirm that, if our tender is accepted, we shall provide you with security of required amount in an acceptable form in terms of GCC claus modification, if any, in Section - V – "Special Conditions of Contract", for due percontract.	f Requirements. n a performance se 5, read with
We agree to keep our tender valid for acceptance as required in the GIT clause modification, if any in Section - III – "Special Instructions to Tenderers" or frextended period, if any, agreed to by us. We also accordingly confirm to abide by the aforesaid period and this tender may be accepted any time before the expiry period. We further confirm that, until a formal contract is executed, this tender written acceptance thereof within the aforesaid period shall constitute a between us.	for subsequently this tender up to of the aforesaid read with your
We further understand that you are not bound to accept the lowest or any receive against your above-referred tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. As we confirm that we fully agree to the terms and conditions specified in about document, including amendment/corrigendum if any	Authorities.
(Signa	nture with date)

HSCC/SJH/Med.Eqpt./2015/6

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

<u>SECTION – XI PRICE SCHEDULE</u>

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

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

Total Tender price in Rupees: _	
In words:	

Note: -

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

	Name
	Business Address
Place:	Signature of Tenderer
Date:	Seal of the Tenderer

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

B)

1	2	3	4		5					
Schedule		Country				F	rice per unit (Curre	ncy)		
	Description of Goods	of Origin		FOB/FCA price at port/ airport of Lading	Carriage & Insurance (port of loading to port of destination) and other Incidental costs (b)	CIP Price (name place/por t of destinatio n in India (c)	Loading & unloading at name place/port of entry in India + local transportation and storage to the consignee site + Extended Insurance for a period including 3 months beyond date of delivery** (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site ** (e)	Unit Price on CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site) (f) = c+d+e	Total price on CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site) 4X 5 (f)
	I I: 0	(D.)								

To be paid in Indian Currency (Rs.)	
otal Tender price in foreign currency:	
words:	_

Note: -

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

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

custom Duty @ 11.76% & custom clearance charges @ 2% will be added to CIP charges	s to arrive at DDF Frice at consignee site for evaluation purpose.
Indian Agency Commission% of FOB/FCA	
Signature of Tenderer	
	Name
	Business Address
Place:	Signature of Tenderer
Date:	Seal of the Tenderer

SECTION - XI PRICE SCHEDULE

C)	C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIO									
1	2 3 4							5		
Schedule	BRIEF DESCRIPTION	QUANTITY.	Main	tenanc	e Cont	ehensi ract Co r wise*	st for	Total Annual Comprehensive Maintenance Contract Cost for 5		
No.	OF GOODS	(Nos.)	1st	2 nd	3 rd	4 th	5 th	Years [3 x (4a+4b+4c+4d+4e)]		
			a	В	С	d	e	[0.1.(0.1.0.1.0.1.0.)]		

^{*} After completion of Warranty period

NOTE:-

- 1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
- 2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
- 3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- 4. Cost of CMC will be added for Ranking/Evaluation purpose.
- 5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
- 6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
- 7. All software updates should be provided free of cost during CMC period.
- 8. The stipulations in Technical Specification will supersede above provisions
- 9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

	Business Address
Place:	Signature of Tenderer
Date:	Seal of the Tenderer

Name

Section XI-Price Schedule for Items mentioned as-Optional/To be Quoted Separately/Spares/Consumables								
Sr no.	Name of Part	Part No.	Qty	Unit price inclusive of all taxes, duties, transportation, incidental cost etc. up to Consignee Site (Rs.)	Total price in9clusive of all taxes, duties, transportation, incidental cost etc. up to Consignee Site (Rs.)			
	S. No. & Na Equipment							
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
	Total							

Total Price in Rs. (In words):

| Name______
| Business Address_____
| Place: ______
| Date: ______
| Seal of the Tenderer_____

SECTION XI- PRICE SCHEDULE D) PRICE SCHEDULE FOR TURNKEY

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE	Turnkey price

Note: -

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

	Name
	Business Address
Place:	Signature of Tenderer
Oate:	Seal of the Tenderer

SECTION - XII QUESTIONNAIRE

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

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

SECTION – XIII BANK GUARANTEE FORM FOR EMD

Whereas	(hereinafter called th	e "Tenderer") has submitted its
quotation dated	for the supply of	e "Tenderer") has submitted its (hereinafter called
the "tender") against the pu	rchaser's tender enquiry No	Know all
persons by these presents	that we	of
(Hereinafter called the "Bar	nk") having our registered office	at are
		the "Purchaser) in the sum of see made to the said Purchaser, the
Bank binds itself, its succes the said Bank this(1) If the Tenderer w respect within the pe	sors and assigns by these present day of 20 The withdraws or amends, impairs or deriod of validity of this tender. aving been notified of the accepta	ts. Sealed with the Common Seal of conditions of this obligation are:
a) fails or refu	•	ecurity for the due performance of
the contract.		
or	ages to a good / over sute the contra	at.
or	ises to accept/execute the contrac	CL.
	to notice that the information/doc	rumants furnished in its tander is
_	e, misleading or forged	cuments furnished in its tender is
demand, without the Purch the Purchaser will note that	aser having to substantiate its de	nt upon receipt of its first written mand, provided that in its demand to it owing to the occurrence of one (s).
	1 0	ve days after the period of tender
		Bank not later than the above date.
, ,		f the authorised officer of the Bank)
	J	Name and designation of the officer
	Seal, name & address of	the Bank and address of the Branch

SECTION – XIV MANUFACTURER'S AUTHORISATION FORM

То
Medical Superintendemnt, Safderjung Hospital & VMMC, New Delhi.
Dear Sirs, Ref. Your TE document No, dated We, who are proven and reputable manufacturers of (name and description of the goods offered in the tender) having factories at, hereby authorise Messrs (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. We further confirm that no supplier or firm or individual other than Messrs (name and address of the above agent) is authorised to submit a tender.
process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document. Yours faithfully
[Signature with date, name and designation] for and on behalf of Messrs [Name & address of the manufacturers]
Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent to legally bind the manufacturer. 2. Original letter may be sent.

SECTION - XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To Medical Superintendemnt & VMMC, Safderjung Hospital, New Delhi.
WHEREAS (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no dated to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid up to 30/66 months from the date of Notification of Award i.e. up to (indicate date)
(Signature with date of the authorised officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

SECTION – XVI CONTRACT FORM - A

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

(Address of th	e Purchas	er's/Consignee's					
office issuing							
This is in con 1. Name & add 2. Purchaser's No 3. Supplier's T dated this tender. 4. In addition documents	tinuation dress of the TE docum _, dated_ ender No_ (if any) to this C mentione	to this office's Notice Supplier: nent No dated (if any), issued dated, exchanged between contract Form, the fid under paragraphs integral part of this	and by the purch and subsequent the supplier following document and 3 above	d subsequent aser uent commu and the purc	t Amendation haser in which a	lment (s) No_ connect	tion with ded in the
(ii) Special (iii) List (iv) Terespectively definitions to Tenderer (i) Brief (ii) Brief (ii) Brief (ii) Brief (ii) Brief (iii) List (iii) Brief (iiii) Special (iiiiiii) Special (iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	ecial Condi et of Requi chnical Spality Contr nder Formatice Schedu lanufactur rchaser's I words and words and and abbre es' of the P s, condition eady refer ef particula	ecifications; of Requirements; of Requirements; of furnished by the sure le(s) furnished by the ers' Authorisation For Notification of Award expressions used in to them in the conviations incorporate urchaser's TE documns, stipulations etc. of the goods and as under:	he supplier in orm (if applicant of this contract of the about of the about services whith	t shall have to the shall have to the shall have to the shall be so the shall be shall	the samed to a life of the same of the sam	bove. Fi eneral Ir et. nts are r	urther, the istructions eproduced ded by the
-	Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery
		rvices (if applicable)		eof:		- D.:	od 10 07 204
HSCC/SJH/Med	ı.Eqpt./201	5/6	Page No. 94			Dat	ed 10.07.2015

HSCC (India) Ltd

Total value (in figure) (In words)
2. Delivery schedule
(iii) Details of Performance Security
(iv) Quality Control
(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
(b) Designation and address of purchaser's inspecting officer
(v) Designation and despatch instructions
(vi) Consignee, including port consignee, if any
3. Warranty clause
4. Payment terms
5. Paying authority
(Signature, name and address
of the Purchaser's/Consignee's authorised official)
For and on behalf of
Received and accepted this contract
(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of
(Name and address of the supplier)
(Seal of the supplier)
Date:
Place:

SECTION – XVI CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No Between			dated					
(Address of I	Head of Hospital/Ir	nstitute/Medica	ıl Col	lege)				
Ref: Conti insta warr	dress of the Supplice ract No description, commission anty of goods)	atedoning, handing	ove	r, Tri				of Contract for supply, ng of operators &
	6. The Contract under: -	of Annual Con	npre	hensi	ve M	lainte	enanc	e is hereby concluded as
1	2	3			4			5
Schedule No.	BRIEF DESCRIPTION OF GOODS	RIPTION Annual Comprehensive Maintenance Contra Cost for Each Unit ye		ract	Total Annual Comprehensive Maintenance Contract Cost for 5 Years			
	or doops		1 st	2 ⁿ	3r d	4 th	5 th	[3 x (4a+4b+4c+4d+4e)]
			a	b	С	d	е	
b) The free confirmant of the confirmation of	om (da cpiry of CMC) ost of Annual Compentive maintenance d may be quoted for y basis for complete other vacuumatic per e will be 98% upting basis, with penalty ag CMC period, the second of the second tenance including the manded in the manded	e from the date of expiry of orehensive Main of all or next 5 years are equipment (in arts, & or extend CM supplier shall viesting and calibinanual. The supplier of main or the supplier of the sup	Warn ntena ares, is con clud _) an ring (IC pe isit a oratio plier	ranty ance (after ntaine ing X nd Tu cMC p riod l t each on as shall	Continue satisfied in ray of the continue satisfied in continue satisfied at le	ract (facto the a tubes y (if a ouble signe he ma t each	expined construction constructi	mpletion of Warranty referred contract on um for MRI, Batteries for rs) X 7 (days) X 365 owntime period. te for preventive cturer's service/
	ftware updates sho	ould be provide	d free	e of c	ost d	uring	CMC	

HSCC (India) Ltd

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

SECTION – XVII <u>CONSIGNEE RECEIPT CERTIFICATE</u> (To be given by consignee's authorized representative)

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

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

SECTION - XVIII <u>Proforma of Final Acceptance Certificate by the Consignee</u>

Proforma of Final Acceptance Certificate by the Consignee
No Date
То
M/s

Subject: Certificate of commissioning of equipment/plant.
This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.
(a) Contract No dated
(b) Description of the equipment(s)/plants:
(c) Equipment(s)/ plant(s) nos.:
(d) Quantity:
(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no dated
(f) Name of the vessel/Transporters: (g) Name of the Consignee:
(h) Date of commissioning and proving test:
Details of accessories/spares not yet supplied and recoveries to be made on that
account.
Sl. Description of Item Quantity Amount to be recovered No. No.

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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

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

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

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

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

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

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

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

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

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

SECTION – XIX AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify thatthe prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

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

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

SECTION – XX CHECKLIST

Name of Tenderer: Name of Manufacturer:

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

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

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

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section - XXI Consignee List

Consignee	Medical Institutions	Contact Address.		
	Medical Superintendent,	Medical Superintendent,		
	Safderjung Hospital &	Safderjung Hospital &		
	VMMC, New Delhi	VMMC, New Delhi		

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