BIDDING DOCUMENT

(Two Bid System for Machinery & Equipment)

FOR NATIONAL CANCER INSTITUTE ALL INDIA INSTITUTE OF MEDICAL SCIENCES (JHAJJAR CAMPUS)

NIB Ref: HITES/PCD/NCI-AIIMS/32/18-19



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SECTION -I

NOTICE INVITING BIDS (NIB)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Ansari Nagar, New Delhi-110 029

NOTICE INVITING BIDS (GLOBAL)

NIB Ref: HITES/PCD/NCI-AIIMS/32/18-19

Procurement & Consultancy Services Division of **HLL INFRA TECH SERVICES LIMITED** (a fully owned subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise) for and on behalf of **Director, AIIMS - New Delhi,** invites e-tenders in <u>two bid</u> <u>system (technical and price bid)</u> from the reputed, eligible & qualified firms/ manufacturers for purchase/supply of following goods at **National Cancer Institute Jhajjar, Haryana (AIIMS, New Delhi-29)**.

| S1. no. | Rfx no. | Short Description of goods | Quantity | Bid Security (BS) (Rs.) | Tender Processing Fee incl. GST (Rs.) |
|--|------------|----------------------------|---|-------------------------------|---|
| 1 | 3000003390 | CSSD System | 1 | 12,00,000 | 5,900 |
| Last date and time of online submission of tender | | | 28.09.2018 at 12:00 Noon | | |
| Last date and time of physical submission of EMD, Tender processing Fee, any other document specified in the Bidding Document | | | 28.09.2018 at 2:00 PM | | |
| Date of tender Opening | | | 28.09.2018 at 2:30 PM | | |
| Contact Person | | | Project Officer - DVP(PCD), HITES Email: hll.ncij@hllhites.com | | |

- 2. Interested bidders are advised to download the complete Tender Enquiry document from the websites <u>www.hllhites.com</u> or <u>www.lifecarehll.com</u> or <u>www.eprocure.gov.in/cppp</u> or <u>https://etender.lifecarehll.com/irj/portal</u> for complete details.
- 3. The prospective bidders have to register with the E-procurement system of HLL at <u>https://etender.lifecarehll.com/irj/portal</u>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).
- 4. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- 5. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
- 6. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of **'HLL Infra Tech Services Limited**' at the scheduled time and

Dated: 07.09.2018

venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organisation.

- 7. The online submission of tender(s) can only be done through <u>https://etender.lifecarehll.com/irj/portal</u>
- 8. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.
- 9. Tender Processing Fee and Bid Security (BS) in original should be deposited within the scheduled date & time in the Tender Box located at: HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh.
- 10. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

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CEO (HITES)
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Note:

No Pre-Bid meeting will be held for the above tender under this NIB.

SECTION - II

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GENERAL INSTRUCTIONS TO BIDDERS (GIB)

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 means HLL INFRA TECH SERVICES LIMITED (HITES) for and on behalf of The Director, AIIMS, New Delhi.
- ii. "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- iii. "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
- iv. "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- v. "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- vi. "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.
- vii. "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- viii. "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x. "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- xi. "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- xii. "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 mentioned in the contract to determine conformity.
- xiii. "Day" means calendar day.
- 1.3 Abbreviations:
 - (i) "NIT" means Notice Inviting Tenders.
 - (ii) "GIB" means General Instructions to Bidders
 - (iii) "SIT" means Special Instructions to Bidders

- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract
- (vi) "LC" means Letter of Credit
- (vii) "DP" means Delivery Period
- (viii) "BG" means Bank Guarantee
- (ix) "GST" means Goods & Service Tax
- (x) "CD" means Custom Duty
- (xi) "BL" means Bill of Lading
- (xii) "FOB" means Free on Board
- (xiii) "CIF" means Cost, Insurance and Freight
- (xiv) "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.
- (xv) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
- (xvi) "CAMC" means Comprehensive Annual Maintenance Contract (labour, spare and preventive maintenance)

2. Introduction

- 2.1 The Purchaser has issued these Bidding 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 Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

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 Bid

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

5. Eligible Bidders

5.1 This Invitation for Tenders is open to all bidder 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. Bid Expense

7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid 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 bidding process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – "Notice Inviting Tender" (NIT), the Bidding Documents include:

| Section II Section III | – General Instructions to Bidders (GIB) – Special Instructions to Bidders (SIB) |
|---------------------------|--|
| Section IV | – General Conditions of Contract (GCC) |
| Section V | – Special Conditions of Contract (SCC) |
| Section VI | – List of Requirements |
| Section VII | – Technical Specifications& General Points |
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| Section XIII | – Manufacturer's Authorization Form |
| Section XIV | – Bank Guarantee Form for Performance Security/CAMC Security |
| Section XV | – Contract Forms A & B |
| Section XVI | Proforma of Consignee Receipt Certificate |
| Section XVII | - Proforma of Consignee Acceptance Certificate by the consignee |

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for bidding, bid 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 bidders are expected to examine all such details etc to proceed further.

9. Amendments to a Bidding documents

9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.

- 9.2 Such an amendment will be notified through CPPP (eprocure.gov.in/cppp) and/or www.hllhites.com and/or www.lifecarehll.com and will be binding on them.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

10. Clarification of Bid document

10.1 A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than ten days (unless otherwise specified in the SIB) prior to the prescribed date of submission of Bids.

C. PREPARATION OF BIDS

11. Documents comprising the e-Bid

- 10.1 The bid(s) shall only be submitted online as mentioned below:
 - 1. Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, BID SECURITY, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) have to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.
 - 2. Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry.

Note:

- a. The tender Processing fee and BID SECURITY has to be submitted in physical form as per Section I, Notice Inviting Tender of this tender enquiry.
- b. The bidders have to follow the steps listed in Bidding Manual Attachment Modem available in the Bidder Help Documents of e-tender portal login screen for uploading the Techno-Commercial Bid.

A) Techno-commercial Bid (Un-priced Bid)

(Bidders shall furnish the following information along with technical tender in pdf format):

- i) Bid Security furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of Bid Security.
- ii) Bid Form as per Section IX (without indicating any price).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted.
- iv) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorisation Form.

- v) Power of Attorney in favor of signatory and/or who is digitally signing the bidding documents and signatory of Manufacturer's Authorization Form.
- vi) Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the bidding documents.
- vii) Performance Statement as per section VIII along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be.
- x) Checklist as per Section XI.
- xi) Copies of GST registration certificate and PAN Card.
- xii) Copies of annual report, audited balance sheet and profit & loss account as per tender requirement.
- xiii) Non conviction /no pending conviction certification issued by Notary on non-judicial stamp paper for preceding three years.
- xiv) Notarized affidavit that bidder does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xv) A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xvi) Technical and Commercial Compliance statement in excel format provided in the e-tender portal.
- xvii) Product catalogues/original Data Sheets for all quoted items.
- xviii) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.

B) Price Tender:

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

<u>Note</u>:

- a) The bidder has to be diligent while filling up the Techno-commercial Bid and Price Bid provided in excel formats and must not tamper the contents of the sheets.
- b) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- c) The bidders have to follow the steps listed in Bidding Manual Attachment Mode available in the *Bidder Help Documents of e-tender portal login screen* for uploading the Price Bid.
- 10.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places and initial all the remaining pages of the bid. Individuals signing the bid or other documents connected with a contract must specify whether he signs as:
 - i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
 - ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;

iii. Constituted attorney of the firm if it is a company.

Note:

- 1. In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
- 2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm.
- 3. A person signing the bid form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.
- 11.3 A bid, 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.

12. Bid Currencies

- 12.1 The bidder 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 after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.
- 12.3 Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13 Bid Prices

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section X all the specified components of prices shown therein including the unit prices, applicable taxes and total bid 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 bidder, same should be clarified as "NA" by the bidder.
- 13.2 If there is more than one schedule in the "List of Requirements", the bidder has the option to submit its bid for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.

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- 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 X.
- 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/ offthe-shelf, as applicable, including packing charges and GST and Custom Duty 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 taxes and duty, which will be payable on the goods in India if the contract is awarded;
 - c) Charges towards 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 (including installation & commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;
 - e) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) The price of CAMC, 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 on FOB at port/ FCA at airport of shipment, as mentioned in List of Requirements, Technical Specification and Price Schedule
 - b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.
 - c) The price of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.
 - d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
 - e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
 - f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)
 - g) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Taxes and Duties:

13.5.1GST (Goods & Services Tax)

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

13.5.2 Customs Duty

The Purchaser will pay the Customs duty wherever applicable.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this Bidding Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS 2010, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.2 above, shall also furnish the following information:
 - a) The complete name and address of the Indian Agent.
 - 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 CAMC period.

15. Firm Price

- 15.1 Unless otherwise specified in the SIB, prices quoted by the bidder 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 GIB clause 13 will apply.

16. Alternative Models

16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the bidding document of same manufacturer with single Bid Security.

- 16.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same ATE for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same ATE.
- 16.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same ATE.

17 Documents Establishing Bidder's Eligibility and Qualifications

- 17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:
 - a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
 - b) In case the bidder 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 Bidding Document.

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

19. Bid Security (BS)

19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Bids (NIB). The Bid Security is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.

- 19.2 The bidders who are currently registered with MSME for the specific goods as per bidding document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall enclose relevant certificate of registration issued by department of MSME.
- 19.3 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft/ Banker's cheque
 - ii) Fixed Deposit Receipt
 - 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 bidder, in favour of the "....."(as indicated in the NIB) payable at New Delhi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in these documents.
- 19.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno-Commercial Bid opening date.
- 19.6 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 19.7 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder 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 nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Bid Validity

- 20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Bidding Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original

validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

20.3 In case the day up to which the bids are to remain valid falls on/subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Bid

- 21.1 The bidders shall submit their bids as per the instructions contained in GIB Clause 11.
- 21.2 Unless otherwise mentioned in the SIB, a bidder shall submit only one copy of its bid marking it as "Original". Bidders are requested to submit their Bids after binding and page numbering.
- 21.3 The Bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 21.4 All the documents of the bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the bid including printed literature (if any), shall be initialled and stamped by the same person(s) signing the bid. The bid shall not contain any eraser or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled and stamped by the person(s) signing the bid.
- 21.5 The bidder is to seal the bid and writing the address of the purchaser and the bid reference number on the envelopes. The sentence "NOT TO BE OPENED" before ______ (The bidder is to put the date & time of bid opening) are to be written on this envelope. If the envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6 Bidding Document seeks quotation following "Two Bid System", in two parts. First part will be known as 'Techno-Commercial Bid', and the second part 'Price Bid' as specified in clause 11 of GIB. Bidders shall seal 'Techno-Commercial Bid' and 'Price Bid' separately and covers will be suitably super scribed. Both these sealed covers shall be than put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 be followed.

D. SUBMISSION OF BIDS

22. Submission of Bids:

- 22.1 Unless otherwise specified, the bidders are to drop the Bids in the tender box located at HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh or the same shall be submitted by the bidder by hand to concerned Project Officer dealing hand or his nominee. The necessary entry will be made in the Bid Receipt Register.
- 22.2 The bidders must ensure that they submit the on-line bids within the scheduled closing date & time. They shall also ensure to submit the original Tender

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Processing Fee and Bid Security within its scheduled date & time. It is the responsibility of the bidder to ensure that their Bids 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 submission of bid falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

23. Late Bid:

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

24. Alteration and Withdrawal of Bid

- 24.1 The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be considered.
- 24.2 No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the Bid Security furnished by the bidder in its bid.

E. BID OPENING

25. Opening of Bids:

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

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

- 25.2 Authorized representatives of the bidder, who have submitted bids on time may attend the bid opening provided they bring with them letter of authority from their bidder. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidder's names and addresses.
- 25.3 Two Bid System as mentioned in Para 21.6 above will be as follows. The "Techno -Commercial Bids" are to be opened in the first instance, at the prescribed time and date as indicated in NIB. These Bids shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the Bidding Document. During the Techno-Commercial Bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, Bid Security and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the Price Bids 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 Bid. The prices, special discount if any of the goods offered etc., as deemed fit by bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

26. Basic Principle

26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

27. Scrutiny of Bids

- 27.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 27.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 27.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding Documents. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 27.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;
 - (i) Bid form as per Section IX (signed & stamped) not enclosed.
 - (ii) Bid is unsigned.
 - (iii) Bid validity is shorter than the required period.
 - (iv) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been provided.
 - (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
 - (vi) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
 - (vii) Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
 - (viii) Poor/unsatisfactory past performance.
 - (ix) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
 - (x) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
 - (xi) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - (xii) Bidder has not agreed for the delivery terms and delivery schedule.

28. Minor Informality/Irregularity/Non-Conformity

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive

reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a bidder, 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 bidder 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 judgment of the purchaser, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/speed post/email. If the bidder does not agree to the observation of the purchaser, the bid is liable to be ignored.

30. Qualification Criteria

30.1 Bids of the bidder, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non-responsive and will not be considered further.

31. Conversion of Bid currencies to Indian Rupees

31.1 In case the Bidding Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder 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 Bid' opening.

32. Schedule-wise Evaluation

32.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful bidder for each schedule, subject to bidder (s) being responsive.

33. Comparison of Bids

33.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present Value (NPV) of the Comprehensive Annual Maintenance

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Contract Charges (CAMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum." However the payment of CAMC shall be made to the successful bidder at approved rates.

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

- 34.1 Further to GIB Clause 33 above, the purchaser's evaluation of a bid 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, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
- 34.2 The purchaser's evaluation of bid will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.
- 34.3 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 Bids.

35. Bidder's capability to perform the contract

- 35.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid 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.
- 35.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Bidding Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

36. Contacting the Purchaser

- 36.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIB/Bidding Document and / or its bid, it should do so only in writing.
- 36.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

37. Purchaser's Right to accept any bid and to reject any or all bids.

37.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

38. Award Criteria

38.1 Subject to GIB clause 37 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 35.

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

- 39.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.
- 39.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

40. Notification of Award

- 40.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.
- 40.2 The Notification of Award shall constitute the conclusion of the Contract.

41. Issue of Contract

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

42. Non-receipt of Performance Security and Contract by the Purchaser

42.1 Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in terms of GIB clauses 40 and 41 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

43. Return of Bid Security

43.1 The Bid Security of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

44. Publication of Bid Result

44.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the Website of AIIMS, CPPP and HITES.

H. CORRUPT OR FRADULENT PRACTICES

45. Corrupt or Fraudulent Practices

- 45.1 It is required by all concerned namely the Bidder /Suppliers/Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - (b) Will reject a proposal for award if it determines that the Bidder 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 BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

| S1. No. | GIB Clause No. | Topic | SIB Provision | Ref. Page No. |
|------------|-------------------|--|---|---------------------|
| А | 1 to 7 | Preamble | No Change | |
| В | 8 to 10 | Bidding Document | Change in GIB Clause no. 8.1 | |
| | 8.1 | In addition to Section I – "Notice inviting e-Tender" (NIT), the TE documents include: | Added Point: Appendix A- Integrity pact | 9 |
| С | 11 to 21 | Preparation of Bids | Change in GIB Clause no. 11.1 a., 11.1 A), 11.1 (B), 19, 21.1 | |
| | 11.1 Note a. | | Changed as under | |
| | 11.1 A) | | Additional Para. xix) as under | |
| | 11.1 | | Additional Note 'd' as under | |
| | 19 | | Additional para 19.9 as under | |
| | 21.1 | | Changed as under | 17 |
| D | 22 to 24 | Submission of Bids | Guiding notes given as under | 18 |
| E | 25 | Bid Opening | No Change | |
| F | 26 to 36 | Scrutiny and Evaluation of Bids | No Change | |
| | 33 | Comparison of Bids | Additional para 33.2 as under | 20 |
| G | 37 to 44 | Award of Contract | No Change | |
| Н | 45 | Corrupt or Fraudulent Practices | No Change | |

11.1 <u>Note:</u>

a. The tender Processing fee, BID SECURITY and Integrity Pact (Appendix A) on non-judicial stamp paper has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.

11.1 A) Techno-commercial Bid (Un-priced Bid):

xix) The Integrity pact (At Appendix-A) on non-judicial stamp paper shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

11.1 (B) Price Tender:

Note:

d) The Price is to be quoted for all the line items strictly as per the given price-bid format on the e-tender portal, failing which the bid shall be straight away rejected.

19. Bid Security (BS)

19.9 HITES Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:

| Name of the Beneficiary | Bank Details | IFSC Code |
|---------------------------------|--|-------------|
| HLL INFRA TECH SERVICES LTD. | HDFC BANK LTD, NOIDA, UTTAR PRADESH | HDFC0000088 |

21. Digital Signing of e-Bid

21.1 The bidders shall submit their bids online as per the instructions contained in GIB Clause 11 and any other specific instruction mentioned in the e-Tender portal using the digital signature.

Instruction on submission of Bids

- i) All the necessary documents as prescribed in the NIB shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for online submission of Proposal.
- ii) The scanned copies of Bid Processing Fee, Bid Security, all document(s)/ information(s) including the Financial Proposal should be uploaded **online only** in the prescribed format given in the designated e-tendering portal website. No other mode of submission shall be acceptable.

However, **Bid Processing Fee, Bid Security, Catalogue(s)/Data-sheet(s)** related to all quoted items must be submitted in original at the desired venue before the last date and time of physical submission as mentioned in the NIB.

- 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 Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.

- v) The file name of price bid should not be different from the price bid format uploaded by the Bid inviting Authority in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the RFx/event is in **Display Mode**.
- vi) <u>Bidders may simulate online bid submission (technical & financial) at</u> <u>least one week in advance of the bid submission deadline. No</u> <u>clarifications/troubleshooting regarding any problems being faced during</u> <u>bid submission online shall be entertained in the last week of bid</u> <u>submission.</u>

27. Scrutiny of Bid

27.4 (xiii) The Integrity pact (At Appendix-A) on non-judicial stamp paper shall be a part and parcel of this document and has to be signed by bidder(s) at the pretendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

Qualification Criteria (Ref. GIB Clause 30.1)

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.

33. Comparison of Bids

33.2 Unit Prices for all optional items/accessories/services (if any) asked in the tender specifications must be quoted separately by all the bidders in their price bid. Such unit prices after multiplying by the required quantity shall be added and taken into consideration for comparison and ranking of bids.

Added Para (Ref. GIB Clause 33 & 34):

The comparison of bids will be based on GIB Clause 33, 34 and if any, as specified in the Technical specification(s). However, at the time of award of contract, the value of award (bid value/contract value) shall be limited to the upfront charges payable by the exchequer for Supply, Installation, Testing & Commissioning value only on DDP basis which is inclusive of warranty (for number of years specified at section VI; List of Requirement, Part I) and any other item(s)/services detailed for upfront purchase in the technical specifications. The cost of any other parameters like CAMC price beyond the warranty period, cost of any Consumables, any other recurring expenditure, etc. which have been considered for ranking of bids or for freezing of rates shall not be part of tender/award/bid/contract value.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

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1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to

ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

- 5.3 In the event of any failure/default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CAMC security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) 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 Comprehensive Annual Maintenance Contract as per the 'Contract Form - B' in Section XV with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub clause 5.3 above, the Purchaser 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 CAMC security in favour of concerned Director AIIMS/Chief of Centres/MS of Hospital/Head of the Department/Dean as per the format in Section XIV.

6. Technical Specifications and Standards

6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including 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 under Section VII 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 under Section VII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. Contract number and date
- b. Brief description of goods including quantity
- c. Packing list reference number
- d. Country of origin of goods
- e. Consignee's name and full address and
- f. Supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification 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 re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch 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 contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not period removed bv the supplier within the mentioned above. the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, Bereau Veritas, TUV etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments 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.

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 Free Delivery at Consignee's 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 warehouse to warehouse (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 warehouse 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 have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual 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/End User 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/End User 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/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

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, Demonstration, Trial run etc. of the goods.
 - ii) Turnkey work (if any).
 - iii) Training of Consignee's/End Users 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 dispatch documents well in time to enable the purchaser 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:

Within 24 hours of dispatch, the supplier shall notify the concerned Store Officer in AIIMS Clearing Agent and others concerned the complete details of dispatch and also supply following documents by air mail/ courier etc. with intimation by e-mail:

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

15. Warranty and CAMC

- 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 include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.
- 15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.
- 15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-
 - All kinds of Motors.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kinds of sensors.
 - All kinds of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
- 15.5 In case of any claim arising out of this warranty and CAMC period 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 unless revised in SCC in Section V of Bidding Document.

- 15.6 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 conditions laid down in the Bidding Document.
- 15.7 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 up to the completion of the original warranty period of the main equipment.
- 15.8 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.
- 15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.12 The Supplier along with its Manufacturer 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 equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment 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 bid. Such notification, in its original bid 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").

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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 dispatch,
 - 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 the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser'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 bid and incorporated in the contract except for any price adjustment authorized in the SCC.

20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made through electronic transfer in NEFT/RTGS 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 Indigenous Goods (M&E) 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**: 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:
 - (i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;

- (ii) Consignee Receipt Certificate as per Section XVI of bidding document in original issued by the authorized representative of the consignee;
- b) **On Acceptance**: Balance 25% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable).
- **B) Payment for Imported Goods (M&E)**: Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:
 - a) **On Shipment**: 75% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air 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) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
 - ii) Packing list;
 - iii) Certificate of country of origin;
 - iv) Negotiable clean Bill of Lading/Airway Bill;
 - v) Insurance Certificate; (if applicable)
 - vi) Manufacturer's guarantee and Inspection certificate; (if applicable)
 - vii) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
 - viii) Any other document(s) as and if required in terms of the contract.
 - b) **On Acceptance**: Balance payment of 25% of net FCA/CIP price of goods would be made against "Installation and Acceptance Certificate" to be issued by the End User 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. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).
 - c) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against "Installation and Acceptance Certificate" to be issued by the End User through Wire Transfer.
 - d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training), if applicable will be paid in Indian Rupees to the Indian Agent on submission of "Installation and Acceptance Certificate" by the End User.
 - e) **Payment of Indian Agency Commission**: Indian Agency Commission (IAC) will be paid to the Authorised manufacturer's agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The agency commission payment shall be made on submission of "Installation and Acceptance Certificate" by the End User.
- **C) Payment of Civil/Electrical Works at site:** The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject

to further escalation/exchange variation. The payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

D) Payment for Comprehensive Annual Maintenance Contract Charges: The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User 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 of the bidding document valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of contract value is more than Rs. 10 lakh.

21.2 Terms of payment for imported goods

- 21.2.1 The supplier shall not claim any interest on payments under the contract.
- 21.2.2 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.
- 21.2.3 Irrevocable & non-transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser, the charges thereof shall be borne by the supplier.
- 21.2.4 The payment shall be made in the currency/currencies authorised in the contract.
- 21.2.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- 21.2.6 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.
- 21.2.7 While claiming reimbursement of duties, taxes etc. (like GST, sales tax, excise duty, custom duty) from the Purchaser, 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, the supplier shall refund to the Purchaser forthwith.

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser 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 no 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 in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser 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 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 GST 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 shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and GST 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 for extension of delivery period and obtain the same before dispatch. 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 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.

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23. Liquidated Damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser 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 without prejudice to any other contractual rights and remedies available to it the Purchaser, 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 pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 The Performance Security in such cases will be forfeited.
- 24.3 Unless otherwise instructed by the Purchaser, 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.

26. Force Majeure

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

occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 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 is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for Convenience

- 27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its Purchaser'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. 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 following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser 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 GIB 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 Facsimile/email 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.
- 30.3 In the case of a dispute or difference arising between the Purchaser 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 to be appointed by the Director, AIIMS. 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 lakh (Rs. 1,00,000/-).
- 30.4 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.5 **Jurisdiction of the court** will be from the place where the Bidding 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

- 32.1 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.
- 32.2 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. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

HITES/PCD/NCI-AIIMS/32/18-19

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.

Any specific clause, mentioned in the technical specification shall prevail and will supersede the similar clause mentioned anywhere in the tender.

The warranty conditions will be as mentioned in the list of requirement as per section VI of the Bidding Document.

SECTION- VI

LIST OF REQUIREMENTS

Part I:

| Sl. no. | Rfx/ Event number | Short Description of goods | Quantity | Warranty Period | CAMC period after warranty |
|------------|----------------------|----------------------------|----------|--------------------|-------------------------------|
| 1 | 3000003390 | CSSD System | 1 | 05 years | 05 years |

Part II: Required Delivery Schedule:

For Indigenous and/or Imported goods:

Supply, Installation and Commissioning to be completed within 120 days from the date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.

(In case of LC opening, necessary documents like valid Performance Security and Proforma Invoice are to be submitted within 30 days from the date of release of NOA. In case layout drawing approval is applicable, it should be submitted by the supplier within 21 days from the date of release of NOA.)

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

Part V: Warranty period as per details mentioned in technical specification and as specified in Part I above. Warranty period will start from the date of installation, commissioning and acceptance.

Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

Part VI: Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods if supplied from India: Free Delivery at Consignee's Site(s)

b) For Imported goods directly from abroad:

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

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.

c) The Consignee details are as under but the supplier is required to deliver the goods at the designated site in the floor and building of concerned Centers/Hospital/ Departments:

| Consignee | Site | Contact Address. | Air Port | Sea Port |
|---|-------------------|--------------------------------------|-----------|--|
| NCI-AIIMS (National Cancer Institute – All India Institute of Medical Sciences) | Jhajjar Campus | Badsha Village Jhajjar Haryana | New Delhi | ICD Tuglakabad (for containerised shipments) Or ICD Patparganj |

<u>Note</u>: The consignee will ensure timely issue of NMIC, CDEC etc., wherever applicable to the supplier.

SECTION - VII

TECHNICAL SPECIFICATION AND GENERAL POINTS

A. TECHNICAL SPECIFICATION:

Item (Rfx/ Event number 3000003390) CSSD System

| S1. No. | Technical Specification |
|------------|--|
| | Scope of Works |
| 1 | Bidder is responsible for planning, designing, supplying, installation, commissioning and maintenance of CSSD services of NCI-AIIMS for 10 years. |
| 2 | The CSSD should be divided into the following areas: decontamination, assembling & packaging, sterilization and storage. Physical barriers should separate the decontamination area from the other sections to contain contamination on used items. In the decontamination area reusable contaminated supplies (and possibly disposable items that are reused) are received, sorted, and decontaminated. The recommended airflow pattern should contain contaminates within the decontamination area and minimize the flow of contaminates to the clean areas. Bidder shall follow CDC Guidelines 2008 for Disinfection and Sterilization in Healthcare Facilities (Revised upto 2017) |
| 3 | The CSSD should be designed such that negative pressure is recommended in decontamination area (American Institute of Architects) and no fewer than six air exchanges per hour in the decontamination area with positive pressure in the sterilizer equipment room and in Sterile storage room. |
| 4 | The sterile storage area should be a limited access area with a controlled temperature (20-25°C) and relative humidity (30-60%) |
| 5 | NCI-AIIMS shall pay upfront CAPEX cost for infrastructure work, installed equipment & any CSSD system accessories being supplied upfront by the bidder as per the rates quoted by them. CAPEX shall be inclusive of cost of turnkey works, equipment cost in CSSD, warranty and maintenance for first 5 years, cost of any accessories, carts, trays, trolleys, etc used in collection / distribution / storage of CSSD, any furniture installed within the CSSD, any RO system, quality control equipment etc installed by the bidder and must be clearly quoted under the column of CAPEX in the technical and price bid. |
| 6 | Bidder has to quote prices of consumables/ reagent as per mentioned in Annexure 3. This consumables/ reagent rate shall be the basis for calculating total indicative consumable cost of the CSSD for bid ranking purpose. The consumables will be bought at unit rate quoted on as and when required basis. |
| 7 | The CAMC price from 6 th to 10 th year must be quoted separately and should not be quoted under CAPEX. |
| 8 | L1 calculation will be based on the total cost of CAPEX as in Annexure -2 + Cost of CAMC from 6 th to 10 th year + Consumable cost as per Annexure 3 + Electricity cost as per Annexure 4, however the payment of CAMC on annual basis from 6 th year onwards while the payment of consumables will be done as and when the order is placed. |
| 9 | Repairing & maintenance of CSSD should be on regular basis. |
| 10 | Deleted |
| 11 | Bidder has to do all required turnkey as defined in the Annexure -1, institute will provide shell structure of aprrox. 6000 sq. feet with one point electrical, water, drain supply & chill water supply (HVAC within CSSD). Bidder has to do complete planning, designing, supply, installation, testing & commissioning of all equipment |

| | on turnkey basis including all civil, electrical, plumbing, SS panelling, firefighting, | | |
|------|---|--|--|
| | sanitary, drainage, furnishing, CCTV and HVAC etc as described in Turnkey works. | | |
| | While designing the CSSD the Bidder has to provision for future expansion of CSSD | | |
| | for installation of One Washer disinfector and One Steam Sterilizer of the highest | | |
| | capacity quoted by the bidder in the said tender. This provision should be made | | |
| | without disrupting the zoning of the CSSD. All ancillary services like (electricity, | | |
| | water points, plumbing, R.O etc.) required for future expansion has to be built in | | |
| | while designing and furnishing the CSSD. | | |
| 11.1 | One room of approx. of 20 feet* 20 feet to accommodate 2 nos. of ETO of capacity of minimum 200 ltrs each. | | |
| | Authorized personnel of bidder may collect NCI brochure including list of user areas | | |
| 12 | and CAD drawings from room number 160, 1st floor, DR. BRAIRCH, AIIMS, New | | |
| 14 | Delhi for better understanding of CSSD areas, wards/ICUs/OTs/OPD/etc areas. | | |
| | The planning and design of CSSD should be inclusive of zoning (contaminated, clean | | |
| | & sterile).Variours areas in CSSD should be designed as per zoning concept .Zoning | | |
| | should be both Physical and Functional. Various areas as mentioned at point 1 | | |
| 10 | should be designed accordingly like Soiled Reception, Wash, dry & Disinfection area, | | |
| 13 | clean storage, control & packing area, Linen Inspection, Folding & Packing, Gauze | | |
| | Cutting Room, ETO, Sterile store, offices, change room, RO Plant room, weighing | | |
| | area, Issue Counter, Air Compressor Room, AHU room, store for inventory etc. The | | |
| | design should be approved by NCI-AIIMS before starting the turnkey works. | | |
| | During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 | | |
| 14 | hrs), if downtime more than 5%, the warranty period/CAMC period will be extended | | |
| | by double the downtime period with a monetary penalty of Rs. 200 per day. | | |
| 15 | The details of Turnkey Works are given as an Annexure -1 | | |
| 16 | The vendor shall provide rates of CSSD Chemicals /Biological indicators/ Chemical | | |
| | Indicators etc as per the specification approved by consignee/SOP. | | |
| | NCI-AIIMS shall have the right to terminate the contract of the services rendered by | | |
| 17 | the vendor, which are not of the requisite standard. Management shall demand and | | |
| | be supplied with a sample of any consumable/chemical for inspection and analysis & if required to be sent for testing by the approved laboratory. | | |
| - | The bidder must be a manufacturer / authorized agent of CSSD equipment. In case | | |
| | the manufacturer does not quote directly, they may authorise their authorized agent | | |
| 18 | as per performa of "Manufacturer Authorization Form" as given in the bidding | | |
| | document to quote and enter into a contractual obligation. | | |
| 19 | All general furniture should be modular and made of SS/wood/Alumunium, etc and | | |
| 19 | should be of reputed make like Godrej/Durian. | | |
| 20 | Technical Specification | | |
| | SOILED RECEPTION | | |
| | Receiving Counter | | |
| 21 | Staff Chair(s) | | |
| 22 | Lab Stool(s) | | |
| 23 | Waste Bin (s) | | |
| 24 | Storage Cupboard | | |
| 25 | Computer with UPS & Printer | | |
| - 26 | WASH & DISINFECTION AREA | | |
| 26 | Washer disinfector minimum 12 DIN or more with accessories | | |
| | The washer disinfector shall be suitable for cleaning and disinfection of surgical | | |
| | instruments/goods. The process shall include pre wash, detergent wash and hot | | |
| | water disinfection, rinse and drying cycles. The unit shall be suitable for electrical operation and would be complete with water | | |
| | circulation pump, necessary valves & fittings. | | |
| | It should be microprocessor based so as to ensure correct program sequence and | | |
| | irregularities or deviations which are displayed immediately. | | |
| | Chamber Capacity: Chamber capacity: Operational Volume should be able to process | | |

| - | |
|----------|--|
| | minimum 12 DIN in single cycle . Should supply 12 Nos of standard Stainless Steel |
| | DIN trays. The chamber should be made of S.S. 304 or S.S. 316 L quality with electro |
| | polished washed surfaces. The chamber edges should not have the pockets & folds so |
| | as to avoid bacterial growth. The wash chamber should also be fitted with bright light |
| | for clear visibility of the washing process. |
| | Deleted |
| | Connection with MGPS system for compressed air(if required) shall be the |
| | responsibility of the bidder. |
| | Washer should have following features: |
| | For shortest possible filling and draining phases, higher capacity quick opening |
| | valves should be used so that short total process time is achieved. The design should |
| | focus on saving the environment through reduced consumptions of all utilities. |
| | Cleansable spray arms should be located at the top and bottom of the chamber. |
| | Wash carts should be equipped with cleansable spray arms between each shelf so as |
| | to facilitate water to reach all the surfaces which needs to be cleaned. |
| | Injection wash carts should be automatically connected to water and drying air in |
| | order to clean and dry the inside of the tubular instrument. |
| | The drying air should be pre-heated. |
| | The washer should be equipped with independent temperature monitoring. |
| | Data interface RS232 should be available. |
| | All electrical components should be easily accessible for easy service - ergonomic |
| | design. |
| | Washer should be equipped with audible alarm that alerts if error code occurs. |
| | |
| | Double door should be automatic made of toughened glass for see through & should |
| | facilitate the loading process. (Vertical sliding operating door) |
| | The washer should have 3 dosing pump (detergent, alkaline & lubrication) for process |
| | chemicals, instrument lubricants/ enzymatic cleaners. |
| | The washer should perform: . Pre-rinses with cold water. |
| | |
| | Main washes with hot water (60C) and detergent |
| | Final rinse with water (55C) |
| | Disinfection with hot water (85C) |
| | Unit to have LCD display and operating console to have membrane key pad for |
| | durability or LCD touch screen display |
| | Unit should feature safety measures such as: |
| | Automatic door lock. |
| | Automatic temperature regulation. |
| | Electronic adjustment of water level. |
| | The unit should also have an interface as standard for an optional batch printer. |
| | The washer disinfector shall be supplied with universal rack, minimum 4 level racks |
| | for instrument tray, full size instrument tray as well as stop valves, anti-suction |
| | device and plastic water trap. |
| | Should ensure essential washing accessories. |
| | Standards & Norms: |
| | Should be US FDA/European CE with 4 digit notified body number. |
| | Manufacturer should be ISO 13485:2003 and EN ISO 15883 certified and copy of the |
| | certificates should be attached with the bid. |
| 27 | Wire Storage shelf module for dirty/disinfection area |
| | Minimum Size (LxWxH) : 1500x450x1900 mm |
| | Construction should be based on single free-standing shelf modules for storage of |
| | clean linen, instruments, and packing material or sterilized goods, including |
| | disposables. |
| | Moreover, two single modules can be placed back to back and combined as a double |
| | module unit. |
| <u> </u> | If two units are to be connected, 10 S-hooks should be supplied. |

| | The wire construction should allow good air circulation while permitting easy |
|----|---|
| | inspection of the goods. |
| | The wire shelves should be made of special heavy-duty steel (304), chromium-plated and surface treated with clear epoxy varnish to facilitate cleaning. |
| | The shelf unit should be easy to assemble on site and all parts should fit precisely. |
| | Shelves should be mounted by means of plastic clamps onto circular rigid posts, with |
| | the adjustable height within a range of about 50 mm. Each post should include a |
| | height adjustable foot. |
| | Each unit should include 5 shelves. |
| | The shelf unit should have optional \emptyset 125 mm castors for using as a mobile storage |
| | unit by replacing the foot with castors. |
| | Manufacturer should be ISO 9001 |
| 28 | Inspection Lamp with Magnifier |
| | Should have two spring balanced arms with parallel movement of at least 150 degree |
| | in horizontal plane. |
| | Magnifying lens should be of fixed 7 diopter bi-convex. |
| | Lens diameter should be approximately 12.5 cm |
| | Manufacturer should be ISO 9001 |
| 29 | Ultrasonic Cleaner (40 L) or more |
| | The units should be a compact free-standing bench model, with a built-in tank |
| | manufactured from high-quality (304/316L) stainless steel and a solid-state |
| | generator that sends ultrasonic (approx 40 KHz) impulses through wash water |
| | containing detergent and electrical heating; microprocessor controlled display with |
| | memory time and temperature functions. |
| | The electrical energy should be transformed into sound waves by transducers, fixed |
| | to the bottom of the tank. |
| | The tank should be made of solid stainless steel (304/316L). |
| | The ultrasonic cleaner should have a display and control which could be easily seen |
| | and placed above any liquid for safety and reliability. Degassing facility should be |
| | there. |
| | It should have digital read out timer and temperature setting (temperature adjustable |
| | from 30 to 69 °C or more) monitoring. |
| | Capacity should be 40 L |
| | Should work on 230V, 50 Hz AC Supply. |
| | Ultrasonic cleaner should be either ISO 13485 with Declaration of conformity as per |
| | |
| | European CE norms or US FDA certified. |
| | Ultrasonic cleaner should supplied with Wire mesh basket of suitable size & Stainless steel lid |
| 30 | Wash Stations with 2 sinks for dirty area |
| | Minimum Size (LxWxH) : 2000x750x850 mm |
| | The worktop should be made of solid, bright-polished minimum sheet thickness of |
| | 1.5 mm stainless steel (304) to withstand heavy-duty work with wet instrument. |
| | Designed with an integrated 10 mm high edge at the front and sides, and a 60 mm |
| | high edge (splash back) at the rear |
| | |
| | The front and side edges are reinforced and widened to 49 mm. Edges are welded |
| | together and polished at the corners. |
| | The worktop should slope to the sink, and reinforced by a full-length support frame. |
| | The support frame should be a complete assembly with the front, back and ends welded together at the corners. |
| | The worktop and support frame should be bonded together with double-adhesive tape |
| | of a special, age-resistant quality to give rigidity and noise abatement. |
| | The floor stand should be made of polished stainless steel. |
| | The table should be available with double sink units preferably at both ends of the |
| | table, all with a smooth, polished inside finish made of stainless steel (304) top |
| | Corners should be curved to a 65 mm radius for easy cleaning. |
| | |

| | The bottom should slope to the drain. |
|----|--|
| | Sink units should be of sizes that allow processing of the large modular instrument |
| | trays |
| | Sink units should have 650 mm wide and 900 mm high (adjustable ± 25 mm). |
| | The legs should be able to provide strong support and hold to the entire unit securely. |
| | The sink should include a drain valve, removable strainer, manually operated drain- |
| | valve, overflow drainpipe and water trap. The table also includes a mixing faucet with |
| | swivel spout, for cold and hot water connection. |
| | Should be delivered ready for assembly. |
| | Manufacturer should be ISO 9001. |
| 31 | Spray Gun Rinser |
| | Spray gun rinse unit should be designed for connection to water or compressed air, to |
| | use for assisted cleaning of pipettes, catheters, cannulas, syringes etc. |
| | The spray-gun should include tubing and different tips and nozzles for the various |
| | cleaning purposes, like |
| | syringes and cannulas with Record cone |
| | Measuring and blood pipettes |
| | Catheters and small pipes |
| | Drainage tubing |
| | Syringes and cannulas with Lure cone |
| | Spray jet for rapid instrument cleaning |
| | Bottles and Erlenmeyer flasks |
| | Water jet pumps for suction cleaning |
| | All appliances are stored within easy reach on a special wall-mounted rack (included). |
| | A special wall-mounted rack should be a part of standard supply to store all |
| | appliances within easy reach. |
| | All tips should be able to get easily locked to the spray gun by a safety cone. |
| | The gun grip is heat-insulated. The water/air pressure is released, regulated and fully |
| | controlled by the spray-gun trigger (adapted to a $1/2$ " connection). |
| | Bidder should provide complete details of sets of standard and optional adapters, |
| | nozzles and accessories. |
| 32 | Vacuum Cleaner |
| | Should be upright vacuum cleaner |
| | Should have vacuum and blowing functions |
| | Should have 30 liter tank, rust-resistant |
| | Should have 50-60 liters per second air flow, 17 kilopascals suction power |
| 00 | Should work on 230V, 50 Hz AC Supply. |
| 33 | Hand Dryer |
| | Should be wall mount type |
| | Should have infrared sensor for automatic detection of hands |
| | Should have brushed 304 SS finish. |
| | Motor should be at least 1/10 HP at 7500 RPM |
| | Dryer should deliver the flow of 7300 LFM |
| | Should work on 230V, 50 Hz power supply |
| 24 | Should supply with all accessories such as clamps for mounting |
| 34 | Work Table for Wet Goods for dirty area |
| | Minimum Size (LxWxH) : 1800x650x900 mm |
| | Stainless steel tables specially designed for inspection and sorting of wet goods in |
| | heavyduty areas and for general purpose pre-storage. |
| | The work tables should have a rigid stainless steel construction which is easy to clean |
| | and should not have sharp edges or corners. The table should be ergonomically worked up, should have easy to clean robust |
| | mattfinished (to reduce reflection of light from the surface) with minimum sheet |
| | thickness of 1.5 mm stainless steel (304) worktop/surface to withstand and carry out |
| | heavy work comfortably, either sitting or standing. |
| | I neavy work comortably, church sitting of standing. |

| | The edges along the front, back and sides should be reinforced and widened to 37 mm, giving a rigid construction. |
|-----------------|--|
| | They are welded together and polished at all corners for good hygiene, as well as for |
| | the comfort and safety of the staff. |
| | The worktop should be supported by a complete assembly with full-length |
| | reinforcements along the front, back and ends, welded together at the corners. The worktop and support frame are bonded together with double-adhesive tape of a |
| | special, age-resistant quality to give rigidity and noise abatement. |
| | The support frame has to be mounted on a solid, stable floor stand, made of polished |
| | stainless steel square tubing, with horizontal braces 300 mm above floor level. An adjustable 10cm (± 25 mm) plastic foot, easy to clean, is mounted on each leg. |
| | The provision is to be made for a sturdy 445 mm-wide stainless steel shelf (optional) |
| | can be mounted on the horizontal braces. |
| | It should be delivered ready for assembly. |
| | All edges should be smooth and the rigid frame should be made up of minimum 1.5 |
| | mm sheet thickness stainless steel (304). |
| | There should be unobstructed access to the working space, since the only supports |
| | needed along the front of the table are the corner legs. This also facilitates cleaning of |
| | floors. Manufacturer should be ISO 9001. |
| 35 | Lab Stool |
| <u>35</u> 36 | Waste Bin |
| 37 | Pass Box |
| 57 | Area : Dirty to Clean supply. |
| | Size : 600x600mm, internal |
| | Should be made up of SS 304 sheets with double wall construction |
| | Should have UV lights for safe storage of components |
| | UV light should automatically switch off when any one door is opened |
| | Pass Box Pass-through chamber should be based on Manual / pneumatic/ electrical |
| | operated and should fit all types of standard racks |
| | The control should feature two modes of operation to open or close the hatch with a |
| | press button mechanism. |
| | Should have door interlocking to prevent simultaneous opening of both the doors |
| | Should have toughened glass paneling for easy visibility. |
| | Manufacturer should be ISO 9001 |
| 38 | Table Trolley for Dirty/Clean/Sterile Area |
| | Size : 1080x550x800 mm |
| | The table trolley is made of all-welded medical grade stainless steel tubing. |
| | The trolley should have handlebars. |
| | The solid top and bottom shelves are made of heavy gauge stainless steel (304) with a |
| | ground and polished finish, and with a 12 mm raised edge all around. |
| | The lower shelf is 300 mm above floor level. There are protective buffer rollers on all |
| | four corners. |
| | The table trolley has 4 swivel wheels, mounted in ball bearings, for easy handling |
| | even in narrow passages. |
| | Manufacturer should be ISO 9001 |
| | PACKING & STERILIZATION AREA |
| 39 | Wire Storage shelf module for Clean supply area |
| | Minimum Size (LxWxH) : 1525x455x1895 mm |
| | Construction should be based on single free-standing shelf modules for storage of |
| | clean linen, instruments, and packing material or sterilized goods, including |
| | disposables. |
| | Moreover, two single modules can be placed back to back and combined as a double |
| | module unit. |
| | If two units are to be connected, 10 S-hooks should be supplied. |

| | The wire construction should allow good air circulation while permitting easy |
|----|---|
| | inspection of the goods. |
| | The wire shelves should be made of special heavy-duty steel (304), chromium-plated and surface treated with clear epoxy varnish to facilitate cleaning. |
| | The shelf unit should be easy to assemble on site and all parts should fit precisely. |
| | Shelves should be mounted by means of plastic clamps onto circular rigid posts, with |
| | the adjustable height within a range of about 50 mm. Each post should include a height adjustable foot. |
| | Each unit should include 5 shelves. |
| | The shelf unit should have optional Ø 125 mm castors for using as a mobile storage |
| | unit by replacing the foot with castors. |
| 40 | Horizontal Sterilizer with minimum 12 STU with Accessories |
| | Fully automatic PLC or Microprocessor controlled Horizontal Rectangular Autoclave (Steam Sterilizer), with pre and post-vacuum treatment and with loading equipment. |
| | Doors: |
| | The sterilizer supplied should be pneumatically (Compressed Air) /electrical operated double door with fully automatic vertical/ horizontal sliding movement along with door safety features. |
| | 5 |
| | Door Safety Systems: |
| | Pressure sensor system should be available in the chamber to monitor the chamber pressure. Chamber should be completely depressurized before the door seal is retracted by vacuum. |
| | Door chamber should not open when chamber is pressurized. |
| | A mechanical safety edge / Laser based safety mechanism stops the door if it is |
| | obstructed while closing, thus protecting operator & loading equipment. |
| | A cycle should not start if the door is open or not properly locked and a specific |
| | indicator or display should be there if door is not locked/open. |
| | The door seal should be made of silicon rubber/ Teflon gasket & on commencement |
| | of the process the door gasket is pressed against the rear face of the door by |
| | steam/air to ensure the door remains closed during the process. |
| | Double door safety is implemented through interlocks which prevent both doors from being opened simultaneously. |
| | The Sterilizer should be supplied with Automatic (Manual opening in case of |
| | automatic mechanism failure) vertical/horizontal sliding door. |
| | |
| | Construction: |
| | Chamber & Doors: |
| | The chamber and doors should be made of solid, high quality 316L Stainless steel. |
| | The chamber and doors should be made of solid, high quality 316L Stainless steel. The chamber should be jacketed to ensure the temperature uniformity in chamber. |
| | |
| | The chamber floor is slightly sloped towards an internal drain to facilitate drainage. |
| | A stainless steel mesh strainer should be provided to protect the drain port from blockage by debris. The chamber is mounted on a stainless steel framework with |
| | height adjustable feet. |
| | Surface Treatment: |
| | The internal surface should be electro-chemically treated or mechanically treated for high quality smooth finish to facilitate cleaning. The resultant surface should be |
| | high quality smooth finish to facilitate cleaning. The resultant surface should be |
| | polished to less than 0.8 µm fineness to protect against corrosion. The internal |
| | corners should be rounded off to facilitate efficient cleaning. |
| | Insulation: |
| | The sterilizer jacket and door should be completely insulated to keep the autoclave cool on the outside. The insulation should be completely encased in rigid removable |
| | sheet housing. |
| | Jacket: |
| | The jacket should be made of 316L quality stainless steel with pressure gauge. |
| L | 1 |

| Steam Generator: |
|---|
| The sterilizer should have inbuilt/external steam generator of adequate capacity. In |
| inbuilt steam generator should be made of 316 L quality stainless steel. |
| The steam generator/boilers must be licensed as per Indian Boiler act 1920 and |
| regulations as amended from time to time (as applicable). |
| The steam generator should have chloride free mineral wool/mineral glass wool of |
| thickness 25 mm to 50 mm insulation with SS 316 or Aluminum. |
| |
| It should have a built in thermostat, pressure safety valve & water level glass gauge |
| inspection device or water level indication on screen visible from service area. |
| The heating element should be of sufficient capacity to make the sterilization process faster with maximum cycle time of 45-50mins in pre vacuum. |
| It should also have the automatic blow down valve & degassing system for feeding |
| water to steam generator. |
| Pipes, Valves and Components: |
| All the hot piping system should be made of Stainless Steel other pipes should be |
| made of Stainless Steel / Brass / Copper |
| All the process valves should be stainless steel 316L / Copper Valves / Red Brass |
| Valves & should be pneumatically/electrically operated piston valves for longer |
| trouble free operations. |
| All the non-standard components should be non-proprietary & should be easily |
| |
| sourced. |
| All the hot pipes should be properly insulated. Safety valves should be made of |
| brass/copper/stainless steel. |
| Primary piping & fittings should be stainless steel threaded or SS 316 L triclamp |
| fittings. |
| Primary components: SS316L quality triclamps or threaded fitting components like – |
| Manual valve, non-return valve, pressure regulator, pneumatic valves, and steam |
| trap etc. |
| Electrical Components: the terminals & contacts should be housed in a water tight |
| cabinet while the other electrical component should be directly mounted on sterilizer. |
| Air Filter: A disposable air filter should be provided for filtering the atmospheric air |
| before entering inside the chamber. The filter separation efficiency should be higher |
| than 99.998% for particle size less than $0.3\mu m$. |
| Control System: |
| The control system should be microprocessor based PLC system specially designed |
| |
| for sterilization application. |
| Control system should have touch sensitive, 5 inches or more colour display interface |
| at operator loading side while it should have normal interface at unloading side |
| Apart from main PLC based control system the sterilizer should also have additional |
| independent monitoring & documentation system which constantly cross checks the |
| safety systems & time. |
| Multiple password access levels (specify number) should be provided to control |
| access/operation of the machine preventing unauthorized access. |
| These access levels should be user selectable. The control system should have CPU |
| processor with battery back-up & nonvolatile memories, Digital input/output |
| controls, analog measuring inputs & COM ports for printer & PC connectivity. |
| With the standard factory configuration, calibration of the temperature circuits and |
| calibration of the pressure circuits should require an access code. |
| Temperature and Pressure Sensors: |
| |
| The sterilizer should have at least 2 temperature & pressure sensors one at chamber |
| drain & one in Jacket. It should also have temperature & pressure sensor in |
| chamber. |
| The sensors should be PT100 sensors to confirm Class A of the IEC 571 standard, |
| with accuracy of ± 0.1 °C while the pressure sensor should have the accuracy 1% over |
| the range of 0-5 bar. |

| | Each sensor circuit should be calibrated with individual constants to correct the |
|----|---|
| | deviation in manufacturing and aging. |
| | Alarms: |
| | Automatic process checking & failure correction should be possible by the control |
| | system. |
| | The range of alarm should include over temperature , pressure sensor failure, phase |
| | time-out, doors not properly closed, power failure (less than 10 sec should be |
| | ignored), Continuous self-checking of all the safety devices, low water level ,water in |
| | chamber etc should be possible. |
| | All the alarms should be audio- visual. |
| | Loading/Unloading system: |
| | Sterilizer should have the two rails for easy loading, shelf rack with shelves (carriage) with 1 set of loading and uploading carts from the same manufacturer (principal |
| | with 1 set of loading and unloading carts from the same manufacturer/principal |
| | company. |
| | Cycle Documentation – Printer: |
| | The autoclave should be equipped with an alpha-numeric printer which prints the each cycle parameter performed by the sterilizer. The measured values of |
| | temperature and pressure are printed at fixed time intervals, according to various |
| | phases of the sterilization process such as 4 minute time interval for vacuum, 1 |
| | minute time interval for sterilization, and the start and end time of the drying phase. |
| | All these time intervals should be user defined. Vendor should supply customized |
| | time intervals as desired by the user prior to order delivery. |
| | Water Consumption: |
| | Specify water consumption levels. |
| | Vacuum Pump: |
| | High vacuum pump (water ring type) should be provided & mounted on vibration |
| | isolator for quite operations |
| | It should also have low water level alarm to protect it from dry run. |
| | Available Cycles: |
| | The sterilizer should be designed to operate various programs. |
| | Apart from standard cycles, special cycle should be programmed by an authorized |
| | supervisor code only. |
| | Programs include: |
| | Wrapped Instruments, Porous load 134°C |
| | Heat Sensitive material, rubber, plastic, porous load 121°C |
| | Rapid cycle for single open instrument |
| | Heavy load cycle |
| | Bowie & Dick test (7 Kg), PCD test |
| | Leak test |
| | Directives & Standards: |
| | It should meet EN ISO / IEC directives and product should be European CE from |
| | notified body with 4 digit number/ US FDA Certified. Copy of certificate to be |
| | attached. |
| | The manufacturer should have ISO 13485:2003 and EN 285 for Large Autoclaves |
| | (Europe) or USA: ST8 – Hospital Sterilizers |
| | Should pass a hollow load (A) test (Batch monitoring system). |
| | Steam Sterilizer should have provision for connecting a ³ / ₄ " line terminating in the |
| | shutoff valve, nonreturn valve, pressure relief valve, steam riser, condensate drain |
| | and other essential accessories (for future steam connection from the central boiler). |
| 41 | Table for Packing in clean area |
| | Minimum Size (LxWxH) : 2000x1500x900 mm (±10%) |
| | This table should be specially designed for sorting, inspection, functional control and |
| | packing of various sets for wards, clinics etc. and for surgical instrument sets in |
| | |
| | trays. The work could be done comfortably, either sitting or standing. |

| | width of the worktop should be designed to facilitate thorough inspection of |
|----|---|
| | instrument trays and allow the use of large wrapping material. |
| | The rigid frame is made of stainless steel (304). |
| | There should be unobstructed access to the working space, since the only supports |
| | needed along the front of the table are the corner legs. This also facilitates cleaning of |
| | floors. |
| | Should have double work space table with one work space of 700 mm wide |
| | worktop and another workspace also of 700 mm wide worktop i.e total |
| | workspace should be 1400 mm total workplace should be 1400 mm. (±10%). |
| | The table should include a two-shelf console, mounted on the worktop, for storage of |
| | packaging materials. The rigid supporting columns of the console include 3 electrical |
| | outlets. |
| | There should be a free space of 450 mm between the lower shelf and the worktop, |
| | and 150 mm between the two shelves. |
| | The table should have a drawer unit (both sides as double model) mounted under the |
| | worktop. |
| | Each drawer unit should be 400 mm wide and should include a drawer and a sliding |
| | plate. |
| 42 | Fluorescent tube fittings (Inspection lamp) should be available. (Optional) Lab Stool |
| 42 | |
| 43 | Heat Sealing Machine |
| | Rotary heat sealers should provide validated sealing of sterilization bags and clear- |
| | view pouches (paper/plastic laminate). |
| | It should be microprocessor-controlled. |
| | The rotary heat sealer should give documentation of process parameters via an |
| | integrated printer and could be integrated with documentation system. |
| | The ergonomically design should be tilted forward for increased user convenience and space saving installation. |
| | The sealer housing should be powder-coated and the control panel is of the flat- |
| | membrane type, for easy cleaning. |
| | It should be operationally simple. When a bag is fed into one side of the machine, the |
| | machine should start automatically or by pushing a button, moving the bag through |
| | the machine, and applying pressure and heat to form a perfect seal. |
| | The warm-up time should not exceed 30 seconds, and the feed speed should be |
| | approx. 10 m/min. |
| | The temperature should be adjustable from 50–200°C with a tolerance of 1% of the |
| | set value. |
| | It should be regulated by a heating element that is highly sensitive to temperature |
| | fluctuations, assuring even temperature and perfect seals. |
| | It should offer a number of additional features, including: |
| | Automatic start-up |
| | Reverse feed function in case an instrument accidentally enters the sealing area |
| | Energy-saving stand-by mode |
| | Pre-set temperatures |
| | Re-settable counter function |
| | Rotary heat sealers come with a port and cable for connection of the sealer to a PC |
| | and printer, enabling monitoring and documentation of the entire process. |
| | Should have a protection mechanism against overheating and start prevention at |
| | temperature deviations outside +/- 5° C tolerance. |
| | Rotary heat sealer should be European CE /US FDA certified. |
| 44 | Wire Storage shelf module for clean supply area |
| | Minimum Size (LxWxH) : 1525x455x1895 mm |
| | Construction should be based on single free-standing shelf modules for storage of |
| | clean linen, instruments, and packing material or sterilized goods, including |
| | disposables. |
| | |

| | Moreover, two single modules can be placed back to back and combined as a double module unit. | | | | | | |
|----|---|--|--|--|--|--|--|
| | If two units are to be connected, 10 S-hooks should be supplied. | | | | | | |
| | | | | | | | |
| | The wire construction should allow good air circulation while permitting easy inspection of the goods. | | | | | | |
| | | | | | | | |
| | The wire shelves should be made of special heavy-duty steel (304), chromium-plated and surface treated with clear epoxy varnish to facilitate cleaning. | | | | | | |
| | The shelf unit should be easy to assemble on site and all parts should fit precisely. | | | | | | |
| | Shelves should be mounted by means of plastic clamps onto circular rigid posts, with the adjustable height within a range of about 50 mm. Each post should include a height adjustable foot. Each unit should include 5 shelves. | | | | | | |
| | | | | | | | |
| | The shelf unit should have optional \emptyset 125 mm castors for using as a mobile storage | | | | | | |
| | unit by replacing the foot with castors. | | | | | | |
| 45 | Waste Bin | | | | | | |
| 46 | | | | | | | |
| 40 | Inspection Lamp with Magnifier | | | | | | |
| | Should have two spring balanced arms with parallel movement of at least 150 degree in horizontal plane. | | | | | | |
| | Magnifying lens should be of fixed 7 diopter bi-convex. | | | | | | |
| | Lens diameter should be approximately 12.5 cm | | | | | | |
| 47 | Documentation Labeller | | | | | | |
| | It should be integrated with Work flow management system | | | | | | |
| | The labeller should be 3–line for printing the following information | | | | | | |
| | Person responsible for sterilization | | | | | | |
| | Load number | | | | | | |
| | Packaging content | | | | | | |
| | | | | | | | |
| | Sterilizer number | | | | | | |
| | Production date | | | | | | |
| | Expiry date | | | | | | |
| 48 | Multi-Roll Tape Dispenser | | | | | | |
| | ApproxSize (LxWxH) 260x60x120mm | | | | | | |
| | This dispenser for sterilizer tape should hold two reels of tape. | | | | | | |
| | The heavy-duty bottom plate should be fitted with anti-slip rubber to prevent the | | | | | | |
| | dispenser from slipping when tape is torn off. | | | | | | |
| | Should be made of high quality coated steel for long use. | | | | | | |
| 49 | Instrument Tray (Small) | | | | | | |
| | Area : Various movement | | | | | | |
| | Size : 340x250x70 mm | | | | | | |
| | It should be modular design with high precision and should be designed for use with modular wire baskets through all phases of instrument processing: washing and disinfection (both manual and in an automatic washer-disinfector), ultrasonic | | | | | | |
| | cleaning, inspection and packing, sterilization, storage, distribution and usage. | | | | | | |
| | It should be self-drying after disinfection in hot water (min.+85°C) | | | | | | |
| | Instrument trays should be sturdy, jig-welded trays maintain their size and shape | | | | | | |
| | even if handled carelessly. | | | | | | |
| | It should be stackable. | | | | | | |
| | The tray should be made of stainless steel (304) wire net, with a maximum mesh size of 6.5 mm and a wire diameter of 1.5 mm. This design gives optimal cleaning results | | | | | | |
| | and at the same time prevents instruments from penetrating the sides of the tray. | | | | | | |
| | All cross-points in the network and vertical wires to top and bottom frames should be | | | | | | |
| | point welded. | | | | | | |
| | All free wire ends should be soft-polished to prevent injury when handled. | | | | | | |
| | The bottom wire construction should include a rigid, 3 mm diameter, stainless steel (304) wire frame to provide space for airing between goods and work surface and to | | | | | | |
| | allow use on roller, belt and chain conveyors. | | | | | | |

| | It should be electro-polished for smooth, clean surfaces and also suitable for ISO |
|----|---|
| | modular wire baskets. |
| 50 | Instrument Tray (Big) |
| | Area : Various movement |
| | Size : 450x250x70 mm |
| | It should be modular design with high precision and should be designed for use with |
| | modular wire baskets through all phases of instrument processing: washing and |
| | disinfection (both manual and in an automatic washer-disinfector), ultrasonic |
| | cleaning, inspection and packing, sterilization, storage, distribution and usage. |
| | It should be self-drying after disinfection in hot water (min.+85°C) |
| | Instrument trays should be sturdy, jig-welded trays maintain their size and shape |
| | even if handled carelessly. |
| | It should be stackable. |
| | The tray should be made of stainless steel (304) wire net, with a maximum mesh size |
| | of 6.5 mm and a wire diameter of 1.5 mm. This design gives optimal cleaning results |
| | and at the same time prevents instruments from penetrating the sides of the tray. |
| | All cross-points in the network and vertical wires to top and bottom frames should be |
| | point welded. |
| | All free wire ends should be soft-polished to prevent injury when handled. |
| | The bottom wire construction should include a rigid, 3 mm diameter, stainless steel |
| | (304) wireframe to provide space for airing between goods and work surface and to |
| | allow use on roller, belt and chain conveyors. |
| | It should be electro-polished for smooth, clean surfaces and also suitable for ISO |
| | modular wire baskets. |
| 51 | Table Trolley for Dirty/Clean/Sterile Area |
| | Minimum Size : 1080x550x800 mm |
| | The table trolley is made of all-welded medical grade stainless steel tubing. |
| | The trolley should have handlebars. |
| | The solid top and bottom shelves are made of heavy gauge stainless steel (304) with a |
| | ground and polished finish, and with a 12 mm raised edge all around. |
| | The lower shelf is 300 mm above floor level. There are protective buffer rollers on all |
| | four corners. |
| | The table trolley has 4 swivel wheels, mounted in ball bearings, for easy handling |
| | even in narrow passages. |
| 52 | Work Table for dry Goods for Clean Area (Pass Box Receiving) |
| | Minimum Size (LxWxH):1800 x 650 x 900 mm |
| | Stainless steel tables specially designed for working with dry goods and for general |
| | purpose pre-storage. |
| | The work tables should have a rigid stainless steel construction which is easy to clean |
| | and without sharp edges or corners. |
| | The table should be ergonomically worked up, should have easy to clean robust |
| | mat`tfinished (to reduce reflection of light from the surface) with minimum sheet |
| | thickness of 1.5 mm stainless steel (304) worktop/surface to withstand and carry out |
| | heavy work comfortably, either sitting or standing. The edges along the front, back and sides should be reinforced and widened to 37 |
| | mm, giving a rigid construction. |
| | They are welded together and polished at all corners for good hygiene, as well as for |
| | the comfort and safety of the staff. |
| | The worktop should be supported by a complete assembly with full-length |
| | reinforcements along the front, back and ends, welded together at the corners. |
| | The worktop and support frame are bonded together with double-adhesive tape of a |
| | special, age-resistant quality to give rigidity and noise abatement. |
| | The support frame has to be mounted on a solid, stable floor stand, made of polished |
| | stainless steel square tubing, with horizontal braces 300 mm above floor level. An |
| | adjustable10 cm (± 25 mm) plastic foot, easy to clean, is mounted on each leg |
| | aujustable to chi (+ 20 min) plastic lost, casy to clean, is mounted on cach leg |

| | The provision is to be made for a sturdy 445 mm-wide stainless steel shelf (optional) |
|-----|---|
| | can be mounted on the horizontal braces. |
| | Must be delivered ready for assembly |
| | All edges should be smooth and the rigid frame should be made up of minimum 1.5 |
| | mm sheet thickness stainless steel (304). |
| | |
| | There should be unobstructed access to the working space, since the only supports |
| | needed along the front of the table are the corner legs. This also facilitates cleaning of |
| | floors. |
| 53 | Drying Cabinet |
| | Should be automatic in operation |
| | Inner chamber should be made up of stainless steel and outer chamber should be of |
| | |
| | epoxy painted CRCA sheets |
| | Should have heaters of minimum 2 KW |
| | There should be provision for setting the drying temperature and drying time. |
| | Approximate Dimension: 475X370X 1500 mm(wxdxh) |
| | It should be European CE/US FDA certified. |
| 54 | Linen Fold Table for clean area |
| 04 | |
| | Size (LxWxH) : 2000x1400x900 mm |
| | The table should be specially designed for sorting, inspection (each piece of linen can |
| | be moved over an illuminated inspection panel) and folding of surgical dressing sets |
| | and individually packaged towels/gowns. The extended width also facilitates work |
| | with large dressing sheets. Work can be carried out comfortably, either sitting or |
| | standing. |
| | Worktop should be made of stainless steel SS 304 Grade with thickness 1.2mm, mat |
| | finished. |
| | |
| | All edges of the worktop should be smooth. |
| | The top should have a built-in opalescent (milky) plastic surface plate, 1000 x 600 |
| | mm, illuminated from underneath by two 25 W fluorescent tubes located beneath the |
| | top in a laminated recess. |
| | The table should have two electrical outlets (one on each side). |
| | The rigid frame should be made of stainless steel (304). |
| | |
| | There should be unobstructed access to the working space, since the only supports |
| | needed along the front of the table are the corner legs. This also facilitates cleaning of |
| | floors. |
| 55 | Lab Stool |
| 56 | Open Storage Rack |
| 57 | Waste Bin |
| • • | |
| | I CÉATIZE C'HTTINCÉ ROCIVI |
| 50 | GAUZE CUTTING ROOM |
| 58 | Gauze Cutting Machine |
| 58 | Gauze Cutting Machine Should be useful in cutting thickest of cotton gauze material |
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| 58 | Gauze Cutting MachineShould be useful in cutting thickest of cotton gauze materialShould consist of a cutting unit and a knife sharpening unitBlade size should be 200 mm.Cutting Capacity should be 165 mm.Should work on 230V, 50 Hz power supply.Work Table for dry Goods for clean area (Pass Box Receiving) |
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| | mm, giving a rigid construction. | | | | | | |
|----|--|--|--|--|--|--|--|
| | They are welded together and polished at all corners for good hygiene, as well as for | | | | | | |
| | the comfort and safety of the staff. | | | | | | |
| | The worktop should be supported by a complete assembly with full-length | | | | | | |
| | reinforcements along the front, back and ends, welded together at the corners. | | | | | | |
| | The worktop and support frame are bonded together with double-adhesive tape of a | | | | | | |
| | special, age-resistant quality to give rigidity and noise abatement. | | | | | | |
| | The support frame has to be mounted on a solid, stable floor stand, made of polished | | | | | | |
| | stainless steel square tubing, with horizontal braces 300 mm above floor level. An | | | | | | |
| | adjustable10 cm (± 25 mm) plastic foot, easy to clean, is mounted on each leg | | | | | | |
| | The provision is to be made for a sturdy 445 mm-wide stainless steel shelf (optional) | | | | | | |
| | can be mounted on the horizontal braces. | | | | | | |
| | Must be delivered ready for assembly | | | | | | |
| | All edges should be smooth and the rigid frame should be made up of minimum 1.5 | | | | | | |
| | mm sheet thickness stainless steel (304). | | | | | | |
| | There should be unobstructed access to the working space, since the only supports | | | | | | |
| | needed along the front of the table are the corner legs. This also facilitates cleaning of | | | | | | |
| | floors. | | | | | | |
| 60 | Lab Stool | | | | | | |
| 61 | ETO ROOM | | | | | | |
| 01 | A observation glass window should be present in ETO room to monitor the process | | | | | | |
| | STERILE STORE | | | | | | |
| 60 | | | | | | | |
| 62 | Wire Storage shelf module for Sterile store | | | | | | |
| | Minimum Size (LxWxH) : 1525x455x1895 mm | | | | | | |
| | Construction should be based on single free-standing shelf modules for storage of | | | | | | |
| | clean linen, instruments, and packing material or sterilized goods, including | | | | | | |
| | disposables. | | | | | | |
| | Moreover, two single modules can be placed back to back and combined as a double | | | | | | |
| | module unit. | | | | | | |
| | If two units are to be connected, 10 S-hooks should be supplied. | | | | | | |
| | The wire construction should allow good air circulation while permitting easy | | | | | | |
| | inspection of the goods. | | | | | | |
| | The wire shelves should be made of special heavy-duty steel (304), chromium-plated | | | | | | |
| | and surface treated with clear epoxy varnish to facilitate cleaning. | | | | | | |
| | The shelf unit should be easy to assemble on site and all parts should fit precisely. | | | | | | |
| | Shelves should be mounted by means of plastic clamps onto circular rigid posts, with | | | | | | |
| | the adjustable height within a range of about 50 mm. Each post should include a | | | | | | |
| | height adjustable foot. | | | | | | |
| | Each unit should include 5 shelves. | | | | | | |
| | The shelf unit should have optional Ø 125 mm castors for using as a mobile storage | | | | | | |
| | unit by replacing the foot with castors. | | | | | | |
| 63 | Modular Sterilizing baskets Big | | | | | | |
| | Size : 585x395x195 mm | | | | | | |
| | Area : Various movement | | | | | | |
| | It should be modular design with standard SPRI sizes and high precision and should | | | | | | |
| | be designed for sterilizing / processing as well as easy handling and management of | | | | | | |
| | the supply, storage and distribution of re-circulated sterilized goods. | | | | | | |
| | It should be self-drying after disinfection in hot water (min.+85°C) | | | | | | |
| | It should be sturdy, jig-welded trays maintain their size and shape even if handled | | | | | | |
| | carelessly. | | | | | | |
| | It should be both nest able and stackable There should be special wire support to | | | | | | |
| | help making baskets both stackable (when the supports are folded into the basket) | | | | | | |
| | and nest able (when the supports are folded out) | | | | | | |
| | The top frame should be designed such that it should serve as a handle grip for easy | | | | | | |
| | | | | | | | |
| | carrying even when heavily loaded. | | | | | | |

| | There should be no sharp edges or wires. | | | | | | |
|----------|---|--|--|--|--|--|--|
| | The surfaces should be smooth to assure easy cleaning in a washer-disinfector. | | | | | | |
| | The baskets should be made of electro-polishes heavy-duty stainless steel (304) and | | | | | | |
| | should have a rigid bottom frame that gives space for airing between goods and work | | | | | | |
| | surfaces and allow use on roller belt and chain conveyors. | | | | | | |
| | It should be designed and manufactured in accordance with high quality | | | | | | |
| | specifications to assure long lifetime. | | | | | | |
| 64 | Modular Sterilizing baskets Medium | | | | | | |
| | Size : 585x395x100 mm | | | | | | |
| | Area : Various movement | | | | | | |
| | It should be modular design with standard SPRI sizes and high precision and should | | | | | | |
| | be designed for sterilizing / processing as well as easy handling and management of | | | | | | |
| | the supply, storage and distribution of re-circulated sterilized goods. | | | | | | |
| | It should be self-drying after disinfection in hot water (min.+85°C) | | | | | | |
| | It should be sturdy, jig-welded trays maintain their size and shape even if handled | | | | | | |
| | carelessly. | | | | | | |
| | It should be both nest able and stackable There should be special wire support to help making baskets both stackable (when the supports are folded into the basket) | | | | | | |
| | and nest able (when the supports are folded out) | | | | | | |
| | The top frame should be designed such that it should serve as a handle grip for easy | | | | | | |
| | carrying even when heavily loaded. | | | | | | |
| | There should be no sharp edges or wires. | | | | | | |
| | The surfaces should be smooth to assure easy cleaning in a washer-disinfector. | | | | | | |
| | The baskets should be made of electro-polishes heavy-duty stainless steel (304) and | | | | | | |
| | should have a rigid bottom frame that gives space for airing between goods and work | | | | | | |
| | surfaces and allow use on roller belt and chain conveyors. | | | | | | |
| | It should be designed and manufactured in accordance with high quality | | | | | | |
| | specifications to assure long lifetime. | | | | | | |
| | | | | | | | |
| 65 | Closed Sterilization Containers 300mm x 290mm x 110mm (+/- 10%) | | | | | | |
| 65 | | | | | | | |
| 65 | Closed Sterilization Containers 300mm x 290mm x 110mm (+/- 10%) Should have thermo lock drainage, steam penetration valve and stainless steel/ Aluminium top. Having biobarrier/ Permanent filter with life 4000- 5000 cycles. | | | | | | |
| 65 66 | Closed Sterilization Containers 300mm x 290mm x 110mm (+/- 10%) Should have thermo lock drainage, steam penetration valve and stainless steel/ | | | | | | |
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| | The single rack should be a free-standing section that holds 5 baskets in each vertical. | | | | | | |
|----|--|--|--|--|--|--|--|
| 69 | Basket Trolley | | | | | | |
| | Should be suitable for transport of empty, stacked /nested, modular wire sterilization basket. | | | | | | |
| | Should be mounted on a 4 swivel castors of 75 mm dia. | | | | | | |
| | Should be made up of stainless steel. | | | | | | |
| | Should be provided with handle for easy transport. Load capacity approx. 150 Kg. | | | | | | |
| | | | | | | | |
| | Dimension should be (approx.): 750mm(L)X500 mm(W)x150 mm(H) | | | | | | |
| | ISSUE COUNTER | | | | | | |
| 70 | Issue Counter | | | | | | |
| 71 | Staff Chair | | | | | | |
| 72 | Waste Bin | | | | | | |
| 73 | Pass Box | | | | | | |
| 74 | Computer with UPS and Printer | | | | | | |
| | CSSD OFFICE | | | | | | |
| 75 | Office Table with chair | | | | | | |
| 76 | Staff Chair | | | | | | |
| 77 | Visitor's Chair | | | | | | |
| 78 | Storage Cupboard | | | | | | |
| 79 | Waste Bin | | | | | | |
| 80 | Computer with UPS and Printer | | | | | | |
| | STAFF CHANGE FEMALE | | | | | | |
| 81 | Change Locker - 4 Compartments | | | | | | |
| 82 | Waste Bin | | | | | | |
| 83 | Shoe Rack | | | | | | |
| | STAFF CHANGE MALE | | | | | | |
| 84 | Change Locker - 4 Compartments | | | | | | |
| 85 | Waste Bin | | | | | | |
| 86 | Shoe Rack | | | | | | |
| | OTHER EQUIPMENTS | | | | | | |
| 87 | Reverse Osmosis Plant 2000 LPH with 6000 Ltrs storage tank and shed | | | | | | |
| | RO should of Eureka Forbes/lon Exchange / Delta Puret /millipore / Kent I/Aquacare / Rions / Water expert make | | | | | | |
| 88 | Air Compressor (if required) | | | | | | |
| 89 | Call Bell at the Receiving counter | | | | | | |
| | Inventory Management Store | | | | | | |
| 90 | Office Table with chairs | | | | | | |
| 91 | Lockable Almirahs | | | | | | |
| 92 | Waste Bin | | | | | | |
| 93 | Storage Racks | | | | | | |
| 94 | CSSD equipment monitoring software | | | | | | |

| | It should be able to provide solutions for CSSD management & monitoring of the CSSD. |
|----|--|
| | It should allow the user to monitor using a Computer/ Tablet real time status and sterilization linked parameters (temperature, pressure, cycle time, steam saturation, etc) of steam sterilizer and washer disinfector including numeric and pictorial data of all indicator (physical, biological, chemical, etc) results. There should be a visual dashboard displaying the above parameters on a real time basis and historical trend analysis/ logs as per requirement for a minimum of past 3 years. It should also be possible to print the data including trend analysis for these parameters if required. There should be a facility for the user to remotely login and view the said data if required. |
| | The system should be able to log steam sterlizer and washer disinfector uptime/ downtime and should enable fault detection for easy trouble shooting. |
| | Required software licences, networking / cabling & adequate number of Desktop Computers/ Servers, printers etc should be supplied for atleast three number of users |
| | The bidder shall provide necessary scripts/ coding support / protocols, etc as required to interface the said system with the OR management and sterile supply management, tracking and tracing software as and when deployed by NCI AIIMS. |
| 95 | Complies to Annexure 1 (Turnkey Works), Annexure 2, Annexure 3 and Annexure 4 as per tender specification. |
| | NCI-AIIMS will provide dual metered electricity supply (1 from DG & 1 from grid supply) for CSSD. |
| | All machinery/equipment paid for by NCI-AIIMS under CAPEX shall be the property of NCI-AIIMS from the date of issue of LC/CRC. |

<u>Annexure – 1</u>

Turnkey works

- **1.** The cost of Turnkey for the area of 6000 sq.ft will be considered for Ranking / Evaluation purpose **however payment shall be made at actual on pro-rata basis**.
- 2. The turnkey work includes all modifications to the built up space provided at the hospital site including Installation of Equipment, RO plant, civil works, electrical works, plumbing works, false ceiling, CCTV, SS paneling for sterilizer and washer disinfector, firefighting, sanitary, drainage, furnishing, etc. While designing the CSSD the Bidder has to provision for future expansion of CSSD for installation of One Washer disinfector& One Steam Sterilizer of the highest capacity quoted by the bidder in the said tender. This provision should be made without disrupting the zoning of the CSSD. All ancillary services like (electricity, water points, plumbing, R.O etc.) required for future expansion has to be built in while designing and furnishing the CSSD.
- 3. Bidder shall make provision for inventory management with store room for all instrument/ items which will be sterilized in CSSD.
- 4. Bidders are required to visit the site for self-assessment of the extent of work.
- 5. Bidder will be responsible for doing SS 304 with 0.8 mm or more thickness paneling for sterilizer and washer disinfector.
- 6. All cable trenches and railings wherever required.
- 7. Any other necessary work not mentioned in BOQ/technical specifications/turnkey but required for successful completion of Installation, testing & commissioning of CSSD should be carried out by the bidder.

- 8. Bidder has to specify the Electrical Load Requirement, Water Requirement and other associated works required on the basis of BOQ given in the tender, air conditioning requirement, electrical light fittings etc.
- 9. Necessary Co-ordination with other associated works vendors/agencies like other medical services vendors/Civil contractor agencies/Institute/HITES will be responsibility of bidder for successful completion of CSSD.
- 10.All necessary work & accessories required to install and complete functioning of equipment should be included in the equipment and supplied as standard
- 11.Bidder has to construct toilets, rest room, change room (Male & Female), eye-shower and shower facilities for their workers.

Interior and Accessories for CSSD (Power/Drain/Lighting/AC/Exhaust etc)

(It is an indicative requirement for CSSD area. Bidder has to provide all the required works in CSSD (Power/Drain/Lighting/AC/Exhaust etc.) as per the approved drawing by NCI-AIIMS and as per the tender specifications.).

In all areas of CSSD:

- Flooring should be of GRANITE (30 mm thickness) and
- **Walls** should be clad with Granite (at least 16 mm thick) upto 5 feet and with vitrified tiles (Somany, Kajaria, H&R, Johnson) beyond 5ft height till false ceiling.

| S. No | Description | Drains | Exhaus t | Ventilation | Power/ Isolator | Lighting & Fans |
|----------|------------------------|-----------|-------------|--------------|--------------------|-------------------|
| 1 | Soiled | - | - | Air- | 5 A x 4 | LED lights & Fans |
| | Reception | | | conditioning | | |
| 2 | Trolley Wash & Hold | 4" drains | - | - | - | LED Lights |
| 3 | Wash & | 4" drains | - | Air | 40 A x 3 | LED lights+ fans |
| | Disinfection | | | conditioned | 15 A x 6 | |
| | Area | | | | 5 A x 5 | |
| 4 | Clean Store | - | - | Air | 5 A x 2 | LED Lights |
| | | | | conditioned | | |
| 5 | Office | - | - | Air | 5 A x 3 | LED lights |
| | | | | conditioned | | |
| 6 | Change Room | - | - | - | 5 Ax 2 | LED lights+Fans |
| | Female | | | | | |
| 7 | Toilet | 4" drain | - | - | - | LED lights |
| 8 | Change Room | - | - | - | 5 Ax 2 | LED lights+Fans |
| | Male | | | | | |
| 9 | Toilet | 4" drain | - | - | - | LED lights |
| 10 | Staff Rest Room | - | - | - | 5 A x 2 | LED lights+Fans |
| 11 | Control & | - | - | Air- | 100 A x 5 | LED lights |
| | Packing Area | | | conditioning | 15 A x 6 | |
| | | | | +ve | 5 A x 5 | |
| 12 | Linen | - | | Air- | 5 A x 2 | LED lights+Fans |
| | inspection, | | | conditioning | | |
| | folding & | | | +ve | | |
| | Packing | | | Pressure | | |
| | | | | ventilation | | |

HITES/PCD/NCI-AIIMS/32/18-19

| S. No | Description | Drains | Exhaus t | Ventilation | Power/ Isolator | Lighting & Fans |
|----------|----------------------------------|-----------|----------------|--|--------------------|------------------------------------|
| 13 | Gauze cutting Room | - | | Air- conditioning +ve Pressure ventilation | 15 A x 2 | LED lights+Fans |
| 14 | ETO sterilizer room | 2" drains | Gas Exhaust | - | 30 A x 2 | LED Lights & 15 Amp sockets x 3 |
| 15 | Sterile Store | - | - | +ve Pressure & Air conditioned | 5 A x 2 | LED Lights |
| 16 | Issue Counter | - | - | Air- conditioning | 5 A x 4 | LED lights+Fans |
| 17 | Inventory Management Store | - | - | Air conditioned | 5 A x 2 | LED Lights |

1. Civil work

- a) All material should be of high quality and sample should get approved by consignee.
- b) Installation of false ceiling with at least 0.8 mm thick stainless steel sheets (AISI 304) with minimum of 2x2 feet size with proper insulation.
- c) All civil works inclusive of construction of brick wall, plastering , painting etc required as per the approved lay out plan, laying of flooring, wall cladding provision of doors & windows as per approved lay out plan
- d) Leveling of floor if any required before laying of granite

2. Electrical work:

- a) Consignee will provide three phase supply at one point in CSSD Area. All remaining work has to be done by the bidder.
- b) Installation of the new electrical panels comprising of appropriate size ACB/ MCCB/ MCB/ Contactors/ Relays/ Changeover/ Switchover/ Measuring Instruments/ Indicating lights etc as per requirement of the Lighting, machines, Air conditioners, AHUs, RO Plant etc. There should be separate cubicle panels for emergency and normal electrical supply
- c) The approved make of electrical panel will be ABB/ L&T/ Legrand/ Snider/ Seimens. Panel fabricator should be CPRI approved.

3. Air-conditioning:

- a) Bidder has to do Air conditioning requirement as per zoning concept and standards. NCI-AIIMS will provide chilled water supply at one point outside the CSSD.
- b) The central processing area(s) ideally should be divided into at least three areas: decontamination, packaging, and sterilization and storage. The recommended airflow pattern should contain contaminates within the decontamination area and minimize the flow of contaminates to the clean areas.

- c) The CSSD should be designed as such that negative pressure is recommended in decontamination area (American Institute of Architects) and no fewer than six air exchanges per hour in the decontamination area with positive pressure in the sterilizer equipment room and in Sterile storage room. The packaging area is for inspecting, assembling, and packaging clean, but not sterile, material.
- d) All the work will be done keeping in mind the prescribed norms of the pressure and the air changes for the different areas of the CSSD.
- e) The HVAC should be star rated and with a minimum capacity of 50 ton.
- **4. Fire safety:** Fire safety equipment will be installed as per the norms and requirements of the fire department and keeping in mind the norms and specifications of the different zoning areas of the CSSD.
- a. Fire detection and alarm system with conventional optical type smoke detectors, RIs/ MCP, fire control panel and its wiring with copper conductor FRLS wire shall be provided as per CPWD specifications.
 - i. Make of smoke detectors as approved will be Apollo/ Edward/ Seimens/ Honeywell / **Schrack**.
 - ii. Make of RI, Hooters, MCP, Fire control panel will be of Agni/ Safex/ Minimax.
- b. Fire fighting system will be installed comprising of Hose reels, fire hydrants, landing valve, hose pipes, branch pipe, nozzles, valves as per CPWD specifications. The hosing and internal pipeline needs to be laid down by the vendor. However, the water connection will be provided by the institute.
- c. Automatic sprinkler system with adequate size of pressurization pump with pressure gauge, flow switch, annunciation panel etc shall be installed by the vendor, as per CPWD specifications.
- d. Vendor will provide adequate fire extinguishers of required type. (According to Fire safety rules).
- Note: The fire safety in CSSD should be as per fire safety norms applicable to NCI AIIMS, Jhajjar.

5. Plumbing work & draining system

- a) Stainless piping to drain the hot water from autoclaves to nearest drains
- b) All necessary pluming works required in the CSSD area including laying of plumbing pipeline with all required fittings.
- c) All necessary drainage works required in the CSSD area including laying of drain pipeline with all required fittings.
- d) Provision of sanitation fittings in the toiles and any other associated areas

6. Ventilation and lighting

- a) Provision of 2ftx2ft LED lights to provide illumination of 500 lux in all areas. LED lights to be flush mounted to the false ceiling
- b) Toughened glass sealed windows with curtains to be provided to allow natural sun light wherever possible.
- c) Exhaust air fans to be provided wherever required

7. Security and safety

Bidder has to install IP based CCTV cameras covering all major areas with recording of 60 days for the proper monitoring of workflow with the connection in the manager room.

8. List of items and suggested manufacturers

- a. FLOORING- GRANITE (30 mm thickness)
- b. Walls: Granite (at least 16 mm thick) on walls upto 5 feet and rest upto false ceiling to be vitrified tiles (Somany, Kajaria, H&R, Johnson)

c. ELECTRICAL:

- i. CABLES Finolex, Havells ,V-Guard.
- ii. SWITCHES Legrand, L&T, Crabtree , Roma.
- iii. DISTRIBUTION BOX, MCB Legrand, L&T, Siemens, Havells.
- iv. LIGHT FITTINGS Philips / Crompton / Kesselec-Schreder / Wipro.
- v. AIR CONDINTIONING Daikin, Hitachi, Blue Star, Voltas.
- vi. FURNITURE Hermen Miller, Godrej, Featherlite, Wipro.

Annexure -2

BOQ CSSD- NCI AIIMS (CAPEX Cost Calculation)

| Sr. no | Area | Description | Minimum Load/Capcity/ Quantities required |
|-----------|-------------------------------|--|--|
| 1 | A. Soiled | Receiving Counter | 1 |
| 2 | Reception | Staff Chair | 2 |
| 3 | | Lab Stool | 2 |
| 4 | - | Waste Bin | 2 |
| 5 | | Storage Cupboard | 1 |
| 6 | | Computer with UPS & Printer | 1 |
| 7 | B. Wash & Disinfection | Washer disinfector minimum 12 DIN or more with accessories | 03 Nos. |
| 8 | area | Wire Storage shelf module for dirty/disinfection area | 2 |
| 9 | | Inspection Lamp with Magnifier | 2 |
| 10 | | Ultrasonic Cleaner 40 Liters or more | 1 |
| 11 | | Wash Stations with 2 sinks for dirty area | 2 |
| 12 | | Spray Gun Rinser | 2 |
| 13 | | Vacuum Cleaner | 1 |
| 14 | | Hand Dryer | 1 |
| 15 | - | Work Table for Wet Goods for dirty area | 2 |
| 16 | | Lab Stool | 3 |
| 17 | | Waste Bin | 2 |
| 18 |] | Pass Box | 1 |
| 19 | | Table Trolley for Dirty/Clean/Sterile Area | 1 |
| 20 | C. Packing & Sterilization | Wire Storage shelf module for Clean supply area | 8 |

| Sr. no | Area | Description | Minimum Load/Capcity/ Quantities required |
|-----------|-----------------|--|--|
| 21 | area | Horizontal Sterilizer with minimum 12 STU with Accessories | 03 Nos. |
| 22 | | Table for Packing in clean area | 2 |
| 23 | | Lab Stool | 6 |
| 24 | | Heat Sealing Machine | 2 |
| 25 | | Wire Storage shelf module for clean supply area | 2 |
| 26 | | Waste Bin | 2 |
| 27 | | Inspection Lamp with Magnifier | 2 |
| 28 | | Documentation Labeller | 4 |
| 29 | | Multi-Roll Tape Dispenser | 2 |
| 30 | | Instrument Tray Small | 100 |
| 31 | | Instrument Tray Big | 100 |
| 32 | | Table Trolley for Dirty/Clean/Sterile Area | 2 |
| 33 | | Work Table for dry Goods for Clean Area (Pass Box Receiving) | 2 |
| 34 | | Drying Cabinet | 1 |
| 35 | | Linen Fold Table for clean area | 2 |
| 36 | | Lab Stool | 4 |
| 37 | | Open Storage Rack | 2 |
| 38 | | Waste Bin | 1 |
| 39 | D. Gauze | Gauze Cutting Machine | 2 |
| 40 | Cutting Room | Work Table for dry Goods for clean area (Pass Box Receiving) | 1 |
| 41 | | Lab Stool | 2 |
| 42 | E. Sterile | Wire Storage shelf module for Sterile store | 8 |
| 43 | Store Area | Modular Sterilizing baskets Big | 75 |
| 44 | | Modular Sterilizing baskets Medium | 75 |
| 45 | | Closed Sterilization Containers 300mm x 290mm x 110mm (+/- 10%) | 50 |
| 46 | | Closed Sterilization Containers 300mm x 290mm x 140mm (+/- 10%) | 30 |
| 47 | | Closed Sterilization Containers 590mm x 280mm x 260mm (+/- 10%) | 50 |
| 48.a | | Free Standing basket rack (15 Baskets) for Sterile store Size (LxWxH) : 1850x480x2150 mm(Single) | 2 |
| 48.b | | Free Standing basket rack (15 Baskets) for Sterile store Size (LxWxH): 1850x800x2150 mm(Double) | 2 |
| 49 | | Basket Trolley | 4 |
| 50 | F. Issue | Issue Counter | 1 |
| 51 | Counter | Staff Chair | 2 |
| 52 | | Waste Bin | 1 |

| Sr. no | Area | Description | Minimum Load/Capcity/ Quantities required |
|-----------|----------------------------|---|--|
| 53 | | Pass Box | 1 |
| 54 | | Computer with UPS and Printer | 1 |
| 55 | G. CSSD Office | Office Table with chair | 1 |
| 56 | onnee | Staff Chair | 2 |
| 57 | | Visitor's Chair | 2 |
| 58 | | Storage Cupboard | 1 |
| 59 | - | Waste Bin | 1 |
| 60 | - | Computer with UPS and Printer | 1 |
| 61 | H. Staff Changing | Change Locker - 4 Compartments | 3 |
| 62 | Room | Waste Bin | 1 |
| 63 | (Female) | Shoe Rack | 1 |
| 64 | I. Staff | Change Locker - 4 Compartments | 2 |
| 65 | - Changing Room (Male) | Waste Bin | 1 |
| 66 | - | Shoe Rack | 1 |
| 67 | J. Other Requirement | Reverse Osmosis Plant 2000 LPH with 6000Ltrs storage tank and shed | 1 |
| 68 | | Air Compressor | 2 |
| 69 | | Call Bell at the Receiving counter | 1 |
| 70 | | CSSD equipment monitoring software | 1 |
| 71 | | Automatic three line label gun (for steam sterilization packs) Labeling gun with ability to print Batch No, Date of sterilization & Date of expiry on CSSD package labels as per label specifications asked for in consumables (Annexure -3) | 2 |
| 72 | K. Inventory Management | Office Table with chairs | 1 |
| 73 | Store | Lockable Almirahs | 1 |
| 74 | | Waste Bin | 1 |
| 75 | | Storage Racks | 1 |
| 76 | Turnkey | Turnkey as per specification | 1 |

Sterile supply storage should be far enough from the floor (8 to 10 inches), the ceiling (5 inches unless near a sprinkler head [18 inches from sprinkler head]), and the outside walls (2 inches) to allow for adequate air circulation, ease of cleaning, and compliance with local fire codes.

Annexure-3- (Consumable cost calculation for Bid Ranking purpose)

| (Diddem must must must | |
|--|-----------------------------|
| Consumable@/ Reagent(Bidders must quote make, model & details of the smallestquantity required1 | Fotal ost for) years |
| Detergent compatible with system | |
| (OEM [#] , GK, 3M, Medovation, Dr Weigert, 8,000 litres | |
| Eco lab) | |
| Liquid Enzymes compatible with system | |
| (OEM [#] ,3M, GK ,Medovation, Dr Weigert, 8,000 litres | |
| Eco lab) | |
| Rust Remover compatible with system | |
| (OEM [#] , 3M,GK, Medovation, Dr Weigert, 8,000 litres | |
| Eco lab) | |
| Neutralizer compatible with system (OEM# 8,000 litres | |
| ,3M, GK, Medovation, Dr Weigert, Eco lab) | |
| Label compatible with automatic three5,00,000 | |
| line label gun (as asked in BOQ).The labels | |
| label should be steam compatible and | |
| should have Class –I process Indicator on | |
| it . The price should be quoted inclusive | |
| of all consumables for the label Gun like | |
| ink cartridges etc as applicable | |
| Bowie Dick Test Regular pack (EN ISO 12,000 nos. | |
| 11140-1, class 2) | |
| BMS (Batch Monitoring system) 60,000 nos. | |
| Consumables / Strips | |
| Bio logical indicator(ISO 11138-1) | |
| Medical Grade Crepe / Kraft Paper for 8,00,000 | |
| wrapping (ISO11607-1 and EN868-2 nos. | |
| compliant) | |
| Size: 75cm x75cm | |
| Medical Grade Crepe / Kraft Paper for 8,00,000 | |
| wrapping (ISO 11607-1 and EN868-2 nos. | |
| compliant) | |
| Size: 90 cm x 90 cm | |
| Medical Grade Crepe / Kraft Paper for 8,00,000 | |
| wrapping (ISO 11607-1 and EN 868-2 nos. | |
| compliant) | |
| Size: 120 cm x 120 cm | |

| 1,20,000 m | |
|------------|---|
| | |
| | |
| | |
| 1,20,000 m | |
| | |
| | |
| | |
| | |
| 5,00,000 m | |
| | |
| | |
| 10 nos | |
| 10 1108. | |
| 5,00,000 | |
| nos. | |
| | |
| | 1,20,000 m 5,00,000 m 10 nos. 5,00,000 |

Total Consumable Cost for the purpose of Bid Ranking

*Unit Rates quote shall stay valid for the duration of the contract and NCI-AIIMS reserves the right to procure the consumables from the bidder at quoted rates or from any other sources as per requirement

OEM brand product means the product marketed under the Brand of the Washer Disinfector Manufacturer.

@ Any other item like heater, Gasket, thermostat etc. not mentioned in the aforementioned list of consumables but required for optimal functioning of the CSSD equipment shall be covered under warranty and CAMC.

\$ Bidder must upload a filled copy of the Annexure -3 with techno-commercial Bid without disclosing the prices.

Ensure that the detergents and/or enzymatic cleaners selected are compatible with the metals and other materials used in medical instruments and also they should be in accordance with the CDC guidelines for sterilization.

| column | 1 | 2 | 3 | 4 | 5 | 6 |
|-------------------|--------------------------------|--|---|---|--|---|
| Equipment name | Numb er of equip ment | Indicative load per equipment per day | Capacity of the equipmen t as quoted in the Technical Bid (in units as in Col. 2) | Average electricity consumption per cycle in KWH at full load* (for the purpose of electricity consumption calculation, the | Number of Cycles required per equipment (as pr capacity quoted in col. 3) per day for load as mentioned in Column '2' | Total cost of electricity for 10 years = Col.(1) x Col.(4) x Col.(5) x 365 days x 10 years x Rs. 10/- per KWH [#] |

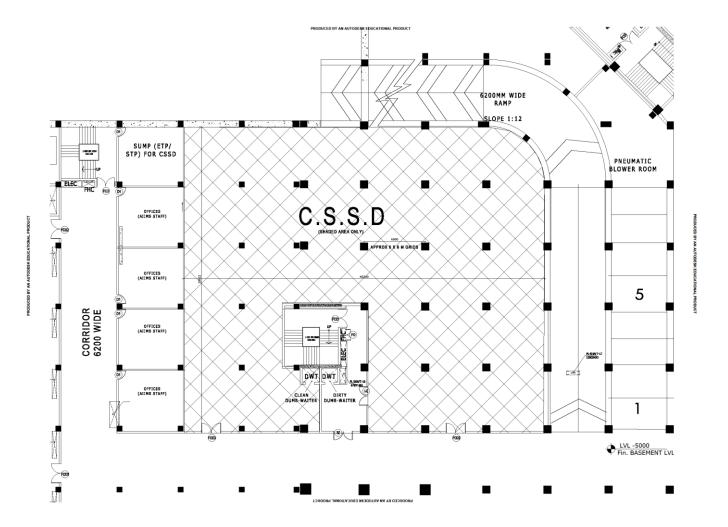
| | | | maximum reference room and inlet water temperature may be taken as 25 degree Celcius) | | | |
|-----------------------------------|--|----------|---|--|--|--|
| Steam Steriliser## in STU | 3 | 72 STU | | | | |
| Ultrasonic Washer in Litres | 1 | 160 Ltrs | | | | |
| Washer Disinfector in DIN | 3 | 72 DIN | | | | |
| Total cost of e | Total cost of electricity for 10 years | | | | | |

* A certificate in this regard from the OEM to be enclosed in the Technical Bid. The electricity consumption per cycle as declared by the OEM shall be verified at the time of commissioning of CSSD and if the electricity consumption is found to be higher than the declared value by over 5%, the difference in the indicative electricity cost at column '6' (on account of increased electricity consumption) shall be recovered from the bidder while making the final CAPEX payment.

In case of steam sterilizer, the average electricity consumption per cycle per equipment in KWH at full load as quoted under column 4 above must include the electricity consumption of steam sterilizer as well as of external or inbuilt steam generator/boiler as the case may be. The certificate from OEM(*) must clearly indicate that the electricity consumption of external or inbuilt steam generator/boiler has also been factored in along with the electricity consumption per cycle per steam sterilizer at full load as quoted.

****** If the bidder misquotes any information, TSEC of NCI –AIIMS reserves the right to rectify the same based on factual data evident from the Declaration submitted by OEM

Average indicative cost of electricity per KWH is being considered Rs. 10 for the purpose of bid ranking.



B. GENERAL POINTS:

1. Warranty:

- a) The bidders must quote for Five years Comprehensive Warranty as per Conditions of Contract of the bidding document for complete equipment (Including all spares, labour and third party items) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- b) The warranty charges shall not be quoted separately.
- c) All software updates should be provided free of cost during Comprehensive Warranty period.
- d) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

2. After Sales Service:

After sales service centre should be available at the city of Institution 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 Bidder/Indian Agent. Undertaking by the Principals in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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 User Department.

4. Comprehensive Annual Maintenance Contract (CAMC) of subject equipment:

- a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include preventive maintenance including testing & calibration as per technical/service/ operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period may be quoted for next five years on yearly basis for complete equipment including third party items as per Price Schedule.
- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPB basis.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5% of the cost of the equipment (as per Performa given in bidding document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakh.
- e) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.

- f) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.
- g) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

5. <u>Uptime & Downtime Penalty Clause:</u>

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period Complaints should be attended properly, maximum within 8 hrs.

6. Turnkey Work:

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Bidders are required to quote separately for the equipment and Turnkey Work as per Price Schedule. The Turnkey Work costs may be quoted in Indian Rupee and the same will be added for Ranking Purpose.

The Turnkey Work should completely comply with AERB requirement, wherever required.

SECTION - VIII

QUALIFICATION CRITERIA

1. **Status:**

The bidder should be a manufacturer or its authorised agent or supplier for CSSD equipment (namely, Steam Sterilizer and Washer Disinfector). In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of "Manufacturer Authorization Form" as given in the bidding document to quote and enter into a contractual obligation. 'Manufacturer Authorisation Form' (MAF) are to be submitted as detailed below:

- i. **Exclusive MAF** as per tender format at **'Section XIII-A)**' to be submitted for major item:
 - (a) Horizontal Sterilizer
- ii. **Non-exclusive MAF** as per format at **'Section XIII-B)**' to be submitted for other major items like:
 - (a) Washer disinfector
 - (b) Ultrasonic Cleaner
 - (c) Drying Cabinet

2. Financial Status:

Eligible Bidders should have a minimum annual average sales turnover of Rs. 1.5 crore during the last 3 (three) financial years in CSSD equipment (steam sterlizer and washer disinfector) only.

(A certificate in this regard from a Chartered Accountant to be submitted along with technical bid. Bidder should also submit copies of audited Balance Sheet and Profit & Loss Account for the last 3 (three) financial years)

3. Minimum Work of Similar Nature:

Eligible bidder(s) should have in the past 5 (five) years prior to closing of bid submission, successfully executed orders at any Govt. hospitals/institutes of national importance or at any other reputed hospitals/institutes globally with minimum 200 bedded hospital as stated below:

03 (three) Steam Sterilizers for minimum capacity of 10 STU each and 01 (one) Washer Disinfector for minimum capacity of 8 DIN

[The copies of order(s) along with the completion certificate(s) are to be submitted with technical bid, indicating that the specified order(s) have been completed and running satisfactorily. In case the bidder is a 100% owned Indian Subsidiary of an International firm, the Global experience of the parent international firm shall also be considered]

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five/seven years)

TE No.

:_____

:_____

:

:_____

Date of Bid Opening

Name and address of the Bidder

Name and address of the Manufacturer

| | | | | | Date | Have the | | |
|---|-----------------------------|--|----------------------------|-----------|----------|----------|-----------------------------|---|
| Order placed by (full address) | Order no. and date ## | Description (Model no.) and quantity | Value of order (Rs.) | Consignee | Contract | Actual | Reasons for Delay if Any | goods been functioning satisfactorily (attach documentary proof)** |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

We hereby certify that the details of all orders received in last 5 years of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further 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 Bid Security.

Name_____

Business Address

Signature of Bidder_____

Place: _____

Seal of the Bidder_____

- ** The documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date
- ## The bidders are requested to submit the purchase order copies for the specific model quoted along with the Techno-commercial Bid.

SECTION – IX

BID FORM

To CEO HLL Infra Tech Services Limited B-14A, Sector-62 Noida – 201 307

Ref. Your TE No. ______due for opening on _____

We, the undersigned have examined the above mentioned bidding document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver _______ in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bidding documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of "General Conditions Contract", Section - IV read with modification, if any "Special Conditions of Contract", in Section - V, for due performance of the contract.

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

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

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

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

"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 bid security."

Name_____

Business Address

Place: _____

Date: _____

Seal of the Bidder

Signature of Bidder____

SECTION - X PRICE SCHEDULE

Price to be filled in the relevant field strictly as per the Price Format provided in the e-tender portal 'https://etender.lifecarehll.com/irj/portal' under the RFx No. as per terms of the tender.

SECTION – XI

CHECK LIST

The bidders should furnish specific answers to all the questions/issues mentioned in the Checklist detailed below:

Name of Bidder:

Name of Manufacturer:

| S1. No. | Activity | Yes/ No/ NA | Page No. of the Bids submitted | Remarks |
|------------|---|----------------|--------------------------------|---------|
| 1. a. | Have you enclosed Bid Security of required amount for the quoted schedules? | | | |
| | form of Bank Guarantee, has it been furnished as per standard format of the bidding document? | | | |
| c. | In case Bank Guarantee is furnished, have you kept its validity 45 days beyond the validity of Techno Commercial Bid? | | | |
| 2.a. | Are you exempted for furnishing bid security being MSE as defined in MSE procurement policy issued by department of MSME. | | | |
| b. | If yes, have you enclosed certificate of registration issued by department of MSME. | | | |
| c. | Does such certificate clearly mention the quoted item? | | | |
| 3. a. | Have you enclosed duly filled bid form as per bidding document? | | | |
| b. | Have you enclosed Power of Attorney in favour of the signatory? | | | |
| 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? | | | |
| | Have you submitted satisfactory performance certificate as per the Proforma for performance statement given in the bidding document? | | | |
| | Have you submitted the documentary proof that goods have been functioning Satisfactorily? | | | |
| C. | Have you submitted latest purchase order copies? | | | |

| Sl. No. | Activity | Yes/ No/ NA | Page No. of the Bids submitted | Remarks |
|------------|--|----------------|-----------------------------------|---------|
| 6. | Have you submitted Manufacturer's Authorization Certificate as per bidding document? | | | |
| | Have you quoted prices of goods, turnkey (if any), CAMC etc. in the Price Schedule as per bidding document? | | | |
| b. | If the ATE calls for buy back, have you quoted buy back prices along with applicable GST? | | | |
| 8. | Have you kept validity of 270 days from the Techno Commercial Bid Opening date as per the bidding document? | | | |
| 9. a. | In case of Indian Bidder, have you furnished GST No.? | | | |
| b. | In case of Foreign Bidder, have you furnished GST No. of your Indian Agent? | | | |
| 10. | Have you intimated the name and full address of your Banker (s) along with your Account Number, IFSC Code etc.? | | | |
| 11. | Have you furnished documents establishing your eligibility & qualification criteria as per bidding documents? | | | |
| 12 | Have you accepted all the terms and conditions of this bidding document? | | | |
| 13 | Have you submitted the duly signed copy of Integrity pact (At Appendix-A) on non-judicial stamp paper? | | | |

N.B.

- 1. All pages of the Bid should be page numbered and indexed.
- 2. The Bidder may go through the checklist and ensure that all the documents/ confirmations listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA.
- 2. It is the responsibility of bidder to go through the bidding document to ensure furnishing all required documents in addition to above, if any.
- 3. Wherever necessary and applicable, the bidders shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
- 4. In case a bidders furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its bids will be liable to be ignored.

Name_____

Signature of Bidder_____

Business Address_____

Place: _____

Date: _____

Seal of the Bidder_____

SECTION – XII

BANK GUARANTEE FORM FOR BID SECURITY

| Whereas | _ (Name and address of the Bidder) |
|---|--|
| (Hereinafter called the "Bidders") | |
| Has submitted its Bid dated | for the supply of |
| (Hereinafter called the "Bid") | |
| Against the purchaser's ATE No | |
| Know all persons by these presents that we our registered office at | |
| (Hereinafter called the "Bank") | |
| Are bound unto HLL Infra Tech Services Ltd. | , Noida (for and on behalf of AIIMS) |
| (Hereinafter called the "Purchaser) | |
| made to the said Purchaser, the Bank bind | for which payment will and truly to be ds itself, its successors and assigns by these f the said Bank thisday of |

The conditions of this obligation are:

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

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

This guarantee will remain in force upto ______ *(insert date of additional forty-five days after Bid validity)* and any demand in respect thereof should reach the Bank not later than the above date.

(Signature with date of the authorized officer of the Bank)

(Name and designation of the Officer)

.....

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

SECTION - XIII

A) MANUFACTURER'S AUTHORISATION FORM (Exclusive)

The CEO HLL Infra Tech Services Limited B-14A Sector-62 Noida, Uttar Pradesh-201307

Dear Sir,

Ref: Your TE document No _____ dated _____

We, ______ who are proven and reputable manufacturers of______(name and description of the goods offered in the bid) having factories at______, hereby authorise Messrs______(name and address of the agent) to submit a bid, 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 bid, 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, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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

Yours faithfully,

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

[Name & address of the manufacturers]

<u>Note</u>:

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

B) MANUFACTURER'S AUTHORISATION FORM (Non-Exclusive)

The CEO HLL Infra Tech Services Limited B-14A Sector-62 Noida, Uttar Pradesh-201307

Dear Sir,

Ref: Your TE document No _____ dated _____

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

We also state that we are not participating directly in this bid for the following reason(s):

_ (please provide reason

here).

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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

Yours faithfully,

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

Note:

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

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CAMC SECURITY

WHEREAS ______ (Name and address of the supplier) (Hereinafter called "the supplier")

has undertaken, in pursuance of Purchase Order/ Contract no______ dated ______ to supply ______ (*insert description of goods and services*) (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized 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 _______ (insert 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 will remain in force upto ______(insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security) and any demand in respect thereof should reach the Bank not later than the above date.

| (Signature with date of the authorised officer of the Bank) |
|---|
| Name and designation of the officer |
| Seal, name & address of the Bank and address of the Branch |

SECTION - XV

CONTRACT FORM - A

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

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

(Insert Name of concerned Centre/Hospital/Department/Section) ANSARI NAGAR, NEW DELHI-110 029

dated

Contract No_____

То

(insert name of Supplier with address)

This is in continuation to this office's Notification of Award No_____ dated _____

- 1. Name & address of the Supplier: _____
- ATE No of Bidding Documents: _______and subsequent Amendment No______, dated ______ (if any), issued by the Purchaser
 Supplier's Bid No______ dated ______ and subsequent communication(s) No______ dated ______ (if any), exchanged between the supplier and the purchaser in connection with this Bidding Document.
- 4. In addition to this Contract Form, the following documents etc, which are included in the Bidding Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Bid Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its Bid;
 - (viii) Manufacturers' Authorisation Form (if applicable);
 - (ix) Purchaser's Notification of Award
 - Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – "General Instructions to Bidders" of the Bidding Document shall also apply to this contract.
- 5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

HITES/PCD/NCI-AIIMS/32/18-19

Any other additional services (if applicable) and cost thereof: ______ Total value (in figure) ______ (In words) ______

- (ii) Delivery schedule:_____
- (iii) Details of Performance Security required:_____
- (v) Destination and despatch instructions:
- (vi) Consignee: _____
- 6. Warranty clause:
- 7. Payment terms:

(Signature, name and designation of the Purchaser authorised official) For and on behalf of Director, AIIMS

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 ______(Insert Name and address of the supplier)

(Seal of the Supplier)
Date: _____
Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

Comprehensive Annual Maintenance Contract No.____ Dated_____

Between

Director, AIIMS

And

(insert Name & Address of the Supplier)

Reference: Contract/ Purchase Order No_____ dated_____ for supply, installation& commissioning, Training and CAMC of goods& services.

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

| 1 | 2 | 3 | 4 | | 5 | 6 | | | |
|-------------------|---------------------|--------------------|--|----------|--------------|-----------------|--------------|----------------------------|--|
| Items Sr. No./ | Brief descriptio | Quantity (Nos.) | CAMC Cost for Each Unit year wise in Rs | | | | | GST Value in Rs (%) | Total CAMC Cost for 5 Years with GST (3) X[(4a+4b+4c+4d+4e) + (5)] |
| RFx no. | n of goods | | 1^{st} | 2^{nd} | $3^{\rm rd}$ | 4 th | $5^{\rm th}$ | | |
| | | | а | b | с | d | e | | |
| | | | | | | | | | |

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

- b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from_____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CAMC)
- c) The cost of Comprehensive Annual Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CAMC period.

- g) The Bank Guarantee valid till _____ [(fill the date) 3 months after expiry of entire CAMC 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 XIV of the Bidding Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be encashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

(Signature, name and designation of the Store Officer/ASO of the Purchaser)

(Signature, name and designation of the F&CAO of the Purchaser) For and on behalf of Director, AIIMS

| (Seal o | f the Purchaser) |
|---------|------------------|
| Date: _ | - |
| Place: | |
| | |

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 ______(Insert Name and address of the supplier)

(Seal of the Supplier)
Date: _____
Place: _____

Note:- The contract will be prepared on Non-judicial Stamp paper(currently of value of Rs. 100).

SECTION - XVI

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

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

SECTION – XVII

CONSIGNEE ACCEPTANCE CERTIFICATE

(To be given by consignee's authorized representative)

This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

| 1) | Contract/Purchase Order No. & date: |
|----|---|
| 2) | Supplier's Name: |
| 3) | Consignee's Name & Address: |
| 4) | Name of the item Supplied : |
| 5) | Quantity Supplied : |
| 6) | Date of Receipt by the Consignee : |
| 7) | Date of Installation/Commissioning and Acceptance of Equipment: |
| 8) | The supplier has fulfilled its contractual obligations satisfactorily |
| | OR |
| | The supplier has failed to fulfill its contractual obligations with regard to the following: |
| | i) ii) iii) iv) |
| 9) | The amount of recovery on account of failure of the supplier to meet his contractual obligations is (here indicate the amount). |

- 10) Signature of Authorized Representative of Consignee with date:_____
- 11) Name and designation of Authorized Representative of Consignee:
- 12) Seal of the Consignee:_____

APPENDIX-A

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ______ day of the month of _____ Year _____

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s.______, with office at ______ represented by Shri ______, ____(Designation) (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- 1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- 2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. <u>Commitments of HITES</u>

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERs/ CONTRACTORs

- 2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.

- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The Bidder(s) will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The Bidder(s) will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDER(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture or its authorised agent/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications,

certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- **3.1** The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- **3.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, t HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders/Contractors / Subcontractors

- 4.1 The Bidder(s)/Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

- 5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora Independent External Monitor (IEM)

Office: HLL Infra Tech Services Ltd B-14-A, sector 62, Noida 201307, U.P Tel: 0120 4071500

Residence: B-333, Chittaranjan Park New Delhi – 110019 Tel: 011 26273406

Mobile: +91 8130588577 Email: iem@hllhites.com

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES/Consignee and the BIDDER/Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of HITES.

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

....

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

| HLL Infra Tech Services Ltd. | Bidder | | |
|------------------------------|---------|--|--|
| | | | |
| Witness | Witness | | |
| 1 | 1 | | |
| 2 | 2 | | |

* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.