

HLL LIFECARE LTD
(A Government of India Enterprise)
CORPORATE HEAD OFFICE,
POOJAPPURA,
THIRUVANANTHAPURAM – 695 012,
KERALA, INDIA

GLOBAL INVITATION FOR BIDS

RATE CONTRACT FOR 16-SLICE CT SCAN FACILITY
ON
PAY PER USE BASIS
FOR MULTIPLE LOCATIONS
ACROSS INDIA

FEBRUARY 2017

INDEX

Section	Topic	Page No.
Section I	Notice inviting Tender (NIT)	2
Section II	General Instructions to Tenderers (GIT)	3
Section III	Special Instructions to Tenderers (SIT)	Deleted
Section IV	General Conditions of Contract (GCC)	24
Section V	Special Conditions of Contract (SCC)	35
Section VI	List of Requirements	38
Section VII	Technical Specifications	42
Section VIII	Quality Control Requirements	61
Section IX	Qualification Criteria	62
Section X	Tender Form	65
Section XI	Price Schedule	66
Section XII	Questionnaire	69
Section XIII	Bank Guarantee Form for EMD	70
Section XIV	Manufacturers Authorisation Form	71
Section XV	B.G Form for Performance Security /CMC Security	73
Section XVI	Contract Form	75
Section XVII	Check List for the Tenderers	77
Section XVIII	Reference Rates	80
Section XIX	Consortium Document	81

SECTION I

NOTICE INVITING TENDER (NIT)

HLL LIFECARE LIMITED

(A Government of India Enterprise)

Projects Division, Corporate Head Office, Poojappura P.O,

Thiruvananthapuram . 695012, Kerala, India

Phone: 0471- 2354949

IFB No: HLL/CHO/PROJ/HCS/IND-16SCT/2017

Date: 28-02-2017

GLOBAL TENDER ENQUIRY

Sealed and Super-scribed tenders are invited from eligible and qualified tenderers for entering into rate contract for providing 16 slice CT scanner and associated equipments at different locations in India on Pay Per Use (PPU) basis.

SI No	Brief Description of Item/Work	EMD Amount
1	Rate contract for providing 16 Slice CT Scan Facility including accessories & utilities on Pay Per Use Basis for a period of 7 years at different locations in India	INR 32 Lakhs (USD 48,000)

Last date and time of receipt of tenders . 3 pm on 21.03.2017.

Technical Bids - Time and date of tender opening . 3.30 pm on 21.03.2017

For further details, visit tenders section of www.lifecarehll.com or www.eprocure.gov.in/cppp. Amendment, if any, shall be posted only in the website. Pre bid meeting at 11.00 am on 06.03.2017 at **HLL Lifecare Limited, HLL Bhavan, 5th Floor, Plot No.86, Sector-11, Near Mandir Chowk, Khopra Road, Behind Khopra Bus Stop (Mumbai-Pune Highway Road), Kharghar, Navi Mumbai- 410210, Maharashtra, Ph: +91-22-20870667/20870668**

ASSOCIATE VICE PRESIDENT (PROJECTS)

SECTION II

GENERAL INSTRUCTION TO TENDERERS (GIT)

A. PREAMBLE

HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of setting up, maintaining and operating Computed Tomography (CT) Scan facility at multiple locations in India to be operated and managed by HLL. Offers from Original Equipment Manufacturers (OEM), Agent/Distributor/Channel Partner of the OEM or any Consortium formed by the Original Equipment Manufacturers and the Tele-Radiology Service providers are invited for setting up the above 16 slice CT Scan facility including accessories & utilities at the Health Facilities.

The tenderers are required to supply, install, commission and comprehensively maintain the 16 Slice CT Scan Facility including accessories & utilities at various locations in India on Pay Per Use Basis for a period of 7 years from the date of commencement of services of the 16 Slice CT Scan Facility at the respective site.

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:

- a) %INVITATION FOR BID+ shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b) %Purchaser/Customer% shall mean HLL LIFECARE LIMITED (HLL), Thiruvananthapuram or its divisions/units thereof.
- c) %BIDDER+ shall mean the Original Equipment Manufacturer (OEM) of 16-Slice CT Scan Machine or their Authorized agent and representatives submitting the bid against this Invitation For Bid.
- d) `TENDERER' shall mean the company/agency/Consortium who quotes against the tender enquiry for undertaking the work.
- e) %Tender+ means Bids / Tender received from a Firm / Original Equipment Manufacturer (OEM) / Bidder.

- f) `SITE` shall mean the actual place i.e. location(s) in India where the CT Scan Machine(s) are to be installed.
- g) `CONTRACT` shall mean the articles of Contract Agreement, the Conditions of Contract, Technical Specifications, Drawings attached and duly signed by the Owner and the Supplier.
- h) `THE CONTRACT PRICE` means the price payable to the successful bidder under the contract for the full and proper performance of its contractual obligations.
- i) `DATE OF CONTRACT` shall mean the date on which the successful bidder has accepted the notification of award.
- j) `THE GOODS/EQUIPMENTS` means all of the equipments, machinery, accessories and/or other materials, which the bidder is required to provide under the contract.
- k) `CONTRACT PERIOD` shall mean the period specified in the tender documents during which the contract is valid.
- l) `COMPLETION CERTIFICATE` shall mean the certificate issued by the Owner to the Contractor after the successful completion of the project for making final payment.
- m) Amount (Currency) indicated in USD shall mean US Dollars and INR shall mean Indian Rupees
- n) `Goods` means the spares, instruments, machinery, equipment, medical equipment, etc. which the bidder is required to supply to the Purchaser/Customer under the contract.
- o) `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 successful bidder covered under the contract.
- p) `Earnest Money Deposit` (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a bidder along with its tender.
- q) `Contract` means the written agreement entered into between the Purchaser/Customer and the successful bidder, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- r) `Performance Security` means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

- s) %Specification+means the document/standard that prescribes the requirement with which goods or service has to conform.
- t) %Inspection+means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- u) %Day+means calendar day.

1.3 Abbreviations:

- (i) %TE Document+means Tender Enquiry Document
- (ii) %NIT+means Notice Inviting Tenders.
- (iii) %GIT+means General Instructions to Tenderers
- (iv) %SIT+means Special Instructions to Tenderers
- (v) %GCC+means General Conditions of Contract
- (vi) %SCC+means Special Conditions of Contract
- (vii) %DGS&D+means Directorate General of Supplies and Disposals
- (viii) %NSIC+means National Small Industries Corporation
- (ix) %PSU+means Public Sector Undertaking
- (x) %CPSU+means Central Public Sector Undertaking
- (xi) %LSI+means Large Scale Industry
- (xii) %SSI+means Small Scale Industry
- (xiii) %LC+means Letter of Credit
- (xiv) %DP+means Delivery Period
- (xv) %BG+means Bank Guarantee
- (xvi) %ED+means Excise Duty
- (xvii) %CD+means Custom Duty
- (xviii) %VAT+means Value Added Tax
- (xix) %CENVAT+means Central Value Added Tax
- (xx) %CST+means Central Sales Tax
- (xxi) %RR+means Railway Receipt
- (xxii) %BL+means Bill of Lading
- (xxiii) %FOB+means Free on Board

(xxiv) %C&A+means Free Carrier

(xxv) %F&OR+means Free On Rail

(xxvi) %C&IF+means Cost, Insurance and Freight

(xxvii) %C&IP (Destinations)+ means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

(xxviii) %D&DP+means Delivery Duty Paid named place of destination (consignee site)

(xxix) %I&NCOTERMS+ means International Commercial Terms as on the date of Tender Opening

(xxx) %C&M&C+means Comprehensive maintenance Contract (labour, spare and preventive maintenance)

2. Introduction

2.1 The Purchaser/Customer has issued these TE documents for providing CT- 16 slice with Turnkey and DG backup as mentioned in Section . VI . %L&ist of Requirements+, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.

2.2 This section (Section II - %G&eneral Instruction Tenderers+) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Purchaser/Customer for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating the tender and submitting the same to the Purchaser/Customer, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Language of Tender

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

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

4. Eligible Tenderers

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

5. Eligible Goods and Services

5.1 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.

6. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

7. Content of Tender Enquiry Documents

7.1 In addition to Section I . ~~Notice inviting Tender+(NIT)~~, the TE documents include:

- ❖ Section II . General Instructions to Tenderers (GIT)
- ❖ Section III . Special Instructions to Tenderers (SIT)
- ❖ Section IV . General Conditions of Contract (GCC)
- ❖ Section V . Special Conditions of Contract (SCC)
- ❖ Section VI . List of Requirements
- ❖ Section VII . Technical Specifications
- ❖ Section VIII . Quality Control Requirements
- ❖ Section IX . Qualification Criteria
- ❖ Section X . Tender Form
- ❖ Section XI . Price Schedules
- ❖ Section XII . Questionnaire
- ❖ Section XIII . Bank Guarantee Form for EMD
- ❖ Section XIV . Manufacturer's Authorisation Form
- ❖ Section XV . Bank Guarantee Form for Performance Security
- ❖ Section XVI . Contract Forms
- ❖ Section XVII . Check List for the Tenderers
- ❖ Section XVIII . Reference Rates.
- ❖ Section XIX . Consortium Document.

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

8. Amendments to TE documents

8.1 At any time prior to the deadline for submission of tenders, the Purchaser/Customer may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

8.2 Such an amendment will be notified by uploading the same in HLL website www.lifecarehll.com. The tenderers are advised to keep constant vigil by consistently checking the website till the date of submission of the tender.

8.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the Purchaser/Customer may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

9. Clarification of TE documents

9.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the Purchaser/Customer in writing. The Purchaser/Customer will respond in writing to such request provided the same is received by the Purchaser/Customer not later than ten days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

10. Documents Comprising the Tender

10.1 The **Two Stage Tender System**, i.e. %Techno . Commercial Tender+ and %Price Tender+prepared by the tenderer shall comprise the following:

A) Techno – Commercial Tender (Un-priced Tender)

i) Earnest money furnished in accordance with GIT clause 18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money.

ii) Tender Form as per Section X. (without indicating any prices).

iii) Documentary evidence, as necessary in terms of clauses 5 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

iv) Tenderer who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form as per Section XIV.

v) Power of Attorney (POA) in favour of the signatory of TE documents. In case of a Consortium of two or more Firms, the POA for the Signatory of the TE Documents should be Authorized/submitted by all the Firms associated with the consortium.

vi) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.

vii) Performance Statement as per Section IX along with relevant copies of orders and end users satisfaction certificate.

viii) Details of the CT scan facility including Make, Model etc. of the goods offered with relevant product catalogue.

ix) Certificate of Incorporation in the country of origin.

x) Checklist as per Section XX.

B) Price Tender:

The information given at clause no. 10.1 A) ii) & viii) above should be reproduced with the prices indicated.

Note:

1. All pages of the Tender should be page numbered and indexed.

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

10.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender. Individuals signing the tender 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. A partner of the firm ,if it be a partnership, in which case 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 or a Consortium.

Iv Agent/Channel partner, in which case the signatory must attach the power of Attorney signed by the Director of the OEM and the firm he is representing.

10.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

10.4 Tender sent by fax/telex/cable/electronically shall be ignored.

11. Tender currencies

11.1 The tenderer shall quote only in Indian Rupees or US Dollars (USD)

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

12 Tender Prices

12.1 This Tender is intended for inviting Rate Contract from prospective bidders for providing the scope of services in the tender document. The rates quoted shall be on a **PAY PER USE** model covering all the aspects of the tender scope of services and the quoted price shall be a valid and firm for a period of 8 years from the date of signing the contract agreement. The Tender shall be valid for a period of 2 yrs from the date of tender opening for award of contract by Purchaser under the same terms and conditions.

12.2 The Tenderer shall indicate on the Price Schedule provided under Section XI charges for providing the CT Scan facility as per the tender requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as ~~NA~~ by the tenderer.

13. Deleted

14. Firm Price

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

14.2 However, as regards taxes and duties, if any, chargeable and payable, same has to be borne by the successful bidder.

15. Alternative Tenders

15.1 Alternative Tenders are not permitted.

16 Documents Establishing Tenderer's Eligibility and Qualifications

16.1 Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the Purchaser/Customer. The tenderer shall submit the manufacturer's authorization letter(s) to this effect as per the standard form provided under Section XIV in this document.

b) The tenderer has the required financial and technical capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

c) In case the tenderer is an Authorized Distributor quoting on behalf of a foreign manufacturer for the restricted item, the authorized Distributor/ Representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

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

17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the Purchaser/Customer in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the Purchaser/Customer in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

17.2 In case there is any variation and/or deviation between the goods & services prescribed by the Purchaser/Customer and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

17.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Purchaser/Customer in this regard.

18. Earnest Money Deposit (EMD)

18.1 Pursuant to GIT clauses 7.1 and 10.1 A the tenderer shall furnish along with its tender, earnest money for amount shown in the NIT. The earnest money is required to protect the Purchaser/Customer against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 18.7 below.

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

18.3 The earnest money shall be denominated in Indian Rupees or US Dollars. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Banker's Cheque and
- iii) Bank Guarantee

18.4 The demand draft or Banker's Cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the MLL Lifecare Limited+ payable at Trivandrum. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

18.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 19 of GIT is 120 days, the EMD shall be valid for 165 days from Techno . Commercial Tender opening date.

18.6 Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

18.7 Earnest Money is required to protect the Purchaser/Customer against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it

comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Purchaser/Customer. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser/Customer if it fails to furnish the required performance security within the specified period.

18.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any Nationalised Bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

19. Tender Validity

19.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 2 years (Two Years) after the date of tender opening prescribed in the TE document and the quoted prices shall remain firm and valid for a period of 8 years as per GIT clause 12.1. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

19.2 In exceptional cases, the tenderers may be requested by the Purchaser/Customer to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

19.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Purchaser/Customer, the tender validity shall automatically be extended up to the next working day.

20. Signing and Sealing of Tender

20.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.

20.2 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as %Original+ and %Duplicate+. Duplicate tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders. Tenders are requested to submit tenders duly page numbered and in a binding form. **Tenders submitted in loose sheets will not be accepted.**

20.3 The original and duplicate copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

20.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

20.5 The tenderer is to seal the original and duplicate copy of the tender in separate envelopes, duly marking the same as %Original+, %Duplicate+, and writing the address of the Purchaser/Customer and the tender reference number on the envelopes. The sentence %NOT TO BE OPENED+before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the Purchaser/Customer will not assume any responsibility for its misplacement, premature opening, late opening etc.

20.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as %**Techno - Commercial Tender**”, and the second part “ **Price Tender**” as specified in clause 10 of GIT. Tenderer shall seal “**Techno - Commercial Tender** ” and %**Price Tender** ” separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 20.1 to 20.5 followed.

D. SUBMISSION OF TENDERS

21. Submission of Tenders

21.1 Unless otherwise specified, the tenderers are to submit the tenders to:-

Associate Vice President (Projects),
Projects Division, HLL Lifecare Limited,
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram . 695012,
Kerala, India
Phone: 0471- 2354949

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

22. Late Tender

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

23. Alteration and Withdrawal of Tender

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

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

E. TENDER OPENING

24. Opening of Tenders

24.1 The Purchaser/Customer will open the tenders at HLL Lifecare Limited, Corporate Head Office, Poojappura.P.O, Thiruvananthapuram . 695012, Kerala, India on the date prescribed in the NIT.

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

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

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

24.3 Two - Tender system as mentioned in Para 20.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno . Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

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

26.2 The Purchaser/Customer's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence

26.3 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 32, the Purchaser/Customer will determine the responsiveness of each Tender to the TE Document. For purposes of these clauses, a responsive Tender is one, which conforms to the technical specifications and all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security , EMD , Tender validity, terms

of delivery, liquidated damage, terms of payment, warranty period will be deemed to be a material deviation.

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

26.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;

- i. Tender is unsigned.
- ii. Tender validity is shorter than the required period.
- iii. Required EMD (Amount, validity etc.) / exemption documents have not been provided.
- iv. Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- v. Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V . %Special Conditions of Contract+, for due performance of the contract.
- vi. Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- vii. Poor/ unsatisfactory past performance.
- viii. Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- ix. Tenderer is not eligible as per GIT Clauses 5.1 & 17.
- x. Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- xi. Tenderer has not agreed for the delivery terms and delivery schedule.

27. Minor Infirmity/Irregularity/Non-Conformity

27.1 If during the evaluation, the Purchaser/Customer find any minor informality and/or irregularity and/or non-conformity in a tender, the Purchaser/Customer will convey its observation on such ~~minor~~ issues to the tenderer by registered/speed post/courier/e-mail/fax etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28. Discrepancies in Prices

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

28.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

28.3 If, as per the judgement of the Purchaser/Customer, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Purchaser/Customer, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

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

30. Qualification Criteria

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

31. Conversion of tender currencies to Indian Rupees

31.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a

single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of Price Tender opening.

32. Tenderer's capability to perform the contract

32.1 The Purchaser/Customer, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

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

33. Contacting the Purchaser/Customer

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

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

G. AWARD OF CONTRACT

34. Purchaser/Customer's Right to accept any tender and to reject any or all tenders

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

35. Award Criteria

35.1 Subject to GIT clause 34 above, the contract will be awarded to the lowest evaluated responsive tenderer (L1 party) decided by the Purchaser/Customer in terms of GIT Clause 32.

35.2 In the event of the L1 party (as per Clause 35.1) expressing their inability to perform the awarded contract, then in the interest of timely execution of project and the contractual obligations of the purchaser, the purchaser shall be at liberty to award the contract to L2, L3, L4 and so on who may be willing to execute the project as per the L1 rate.

35.3 In the event of non-performance of the L1 party (as per Clause 35.1) wherein there is no progress even after 90 days from the date of the issue of the LOI, then also the purchaser shall follow the process as in Clause 35.2 above.

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

36.1 At the time of awarding the contract, the Purchaser/Customer 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 tenderer.

36.2 If the quantity has not been increased at the time of the awarding the contract, the Purchaser/Customer 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.

37. Notification of Award

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

38. Issue of Contract

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

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

38.3 The Purchaser/Customer reserve the right to issue the Notification of Award consignee wise.

39. Non-receipt of Performance Security and Contract by the Purchaser/Customer/Purchaser/Customer

39.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 37 and 38 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Customer against it as per the clause 24 of GCC . Termination of default.

40. Return of E M D

40.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.

41. Publication of Tender Result

41.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the web site of the Purchaser/Customer.

42. Corrupt or Fraudulent Practices

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

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

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

(ii) ~~“~~fraudulent practice+ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser/Customer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser/Customer of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser/Customer 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 - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

2.1 The supplier shall not, without the Purchaser/Customer'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/Customer in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the Purchaser/Customer'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/Customer and, if advised by the Purchaser/Customer, all copies of all such documents shall be returned to the Purchaser/Customer 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/Customer, 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/Customer, the Purchaser/Customer 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/Customer.

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/Customer, the successful bidder, shall furnish performance security to the Purchaser/Customer for an amount of **Rs. 10 lacs (Rupees Ten Lacs Only) per Installation/Location**, valid upto and including 180 days after the period of contract validity of 8 years from the date of signing the contract specified in Clause 12 of GIT.

5.2 The Performance security shall be denominated in India of n 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 XV of this document in favour of the Purchaser/Customer.

5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser/Customer including furnishing of Bank Guarantee, the amount of the performance security is liable to be forfeited.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.6 Subject to GCC sub . clause 5.3 above, the Purchaser/Customer will release the Performance Security without any interest to the supplier on completion of the suppliers all contractual obligations as per the tender condition.

6. Technical Specifications and Standards

6.1 The Goods & Services to be provided by the Successful bidder/Supplier under this contract shall conform to the technical specifications and quality control parameters

mentioned in ~~%~~Technical Specification and ~~%~~Quality Control Requirements under Sections VII and VIII of this document.

7. Packing and Marking

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

8. Inspection, Testing and Quality Control

Deleted.

9. Terms of Delivery

9.1 Goods shall be delivered by the supplier at all the locations specified time to time or as per the Indents raised in accordance with the terms of delivery and as per the delivery period.

10. Transportation of Goods

Deleted

11. Insurance:

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

i) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

ii) In case of supply of the imported goods on DDP Basis, the supplier shall arrange and pay for marine/air insurance making the Purchaser/Customer as beneficiary. 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/Customer for receiving the goods at the respective site.

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 list and prices of parts, consumables should be mentioned clearly. Bidder should also ensure the availability of spares for atleast eight years.
- b) In case the production of the spare parts is discontinued, the supplier shall ensure the availability of the same by having sufficient stock.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of repair and/or replacing parts, components of the said equipments and spares for the goods so as to ensure unhindered operation of the CT scan facility.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section . V), List of Requirements (Section . VI) and the Technical Specification (Section . VII), the supplier shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignees 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

Deleted.

15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the Purchaser/Customer in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from

design, materials, manufacturing 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 bidder shall provide periodic normal service, preventive and corrective maintenance (including CT tube and all spares) shall be extended throughout the contract period.

a. No conditional warranty will be acceptable.

b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-

Any kind of motor.

Plastic & Glass Parts against any manufacturing defects.

All kind of sensors.

All kind of coils, probes and transducers.

Printers and imagers including laser and thermal printers with all parts.

UPS including the replacement of batteries.

Air-conditioners

c. Replacement and repair will be under taken for the defective goods.

d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the Purchaser/Customer shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser/Customer for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions

15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.

15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the Purchaser/Customer may proceed to take such remedial action(s) as deemed fit by the Purchaser/Customer, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser/Customer may have against the supplier.

15.7 During contract 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

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/Customers prior written permission.

17. Sub Contracts

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

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

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

18. Modification of contract

18.1 If necessary, the Purchaser/Customer 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/Customer,

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/Customer 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/Customer, the supplier shall convey its views to the Purchaser/Customer within twenty-one days from the date of the supplier's receipt of the Purchaser/Customer's/Consignee's amendment / modification of the contract.

19. Prices

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

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred against this contract.

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

20.3 No Form D to be issued for concessional CST as the same is no longer applicable.

21. Terms and Mode of Payment

21.1 Payment Terms

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

22. Passing of Property:

22.1 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the Purchaser/Customer.

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/Customer shall, without prejudice to other rights and remedies available to the Purchaser/Customer under the contract, deduct from the contract price, as liquidated damages for non-commencement of services for each phase will be applicable at the rate of Rs. 10,000/- per day per location. This will be recoverable from the Performance Security, and up to a maximum of 5% of the signed contract value (Maximum Value). Upon reaching the Maximum Value, this contract will be terminated as per GCC 24.

24. Termination for default

24.1 The Purchaser/Customer, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Customer), 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/Customer pursuant to relevant clauses of GIT/GCC .

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

24.3 Unless otherwise instructed by the Purchaser/Customer, 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/Customer 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/Customer/.

26. Force Majeure

26.1 The supplier shall not be liable for imposition of any 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/Customer in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Customer 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/Customer is unable to fulfil its contractual commitment and responsibility, the Purchaser/Customer 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/Customer reserves the right to terminate the contract, in whole or in part for its (Purchaser/Customer's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Customer. The notice shall also indicate inter alia, 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/Customer following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Customer/Purchaser/Customer may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/Customer 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/Customer 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 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Trivandrum, India.

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the Purchaser/Customer 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/Customer, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the Purchaser/Customer, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. General/ Miscellaneous Clauses

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this contract. 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.

Pay Per Use Model

The bidder has to install the equipment with accessories for which HLL will pay as per the usage of equipment. The usage of equipment is defined as one complete CT scan study as one use. The maximum working days in a month is counted as 24 days normally, so the monthly usage charge payable will be calculated based on 24 working days.

Minimum Commitment and payment terms:

(a) HLL hereby commits to a minimum number of **10 scans per day during the 1st Year; 12 Scans per day during the 2nd Year & 15 scans per day from the 3rd Year onwards till the period of contract** and total working days in a month shall be reckoned as 24 days. The minimum commitment volume shall be invoiced at the end of each month. In the event that the actual cases volume in any given month is more than the minimum cut-off volume for that month, HLL shall pay in accordance with the quoted rates for such extra cases but only up to the Maximum Cut-Off Volume of **28 Scans per day for the 1st & 2nd Year of operations and 30 Scans per day from the 3rd Year onwards. Any volume above the Maximum Cut-off volume of 28 Scans/ Day in the 1st & 2nd Year of operations and the subsequent 30 Scans/day from the 3rd year onwards shall be paid as per the following:**

- a. Modality cost shall be paid **@50% of the quoted rate.**
- b. Tele-Radiology shall be paid at actual quoted rate.

If the minimum commitment is not reached HLL will pay the minimum committed volume based on the average realization of the quoted rate of the bidder for the current month.

(b) By the fifth (5th) business day of the month following the month of the examinations, authority (HLL) will send to Supplier/ bidder the Metering Report of the actual use of the installed Equipment in the preceding month. The Metering Report shall include the number of examinations conducted by using the Equipment during the month.

(c) Supplier shall issue and deliver the respective collection documents/ invoice within seven (7) days of receipt of Metering Report. Invoice value would be the rate per scan set offered with inclusive all taxes. During the period between the date of receipt of the Metering Report and the issuance of the collection documents/invoice the Supplier may verify the metering indicated by authority.

(d) All payments will be made by means of Cheque drawn in the name of Supplier OR through Electronic mode and payable at par within 30 days of receipt of Invoice from the supplier.

Penalty:

The supplier will have to maintain an uptime of 335 days in a year with maximum 12 days downtime at a stretch and a total of 30 days in a year. Penalty would be levied basis the following two parameters: i) Down-time. ii) TAT (Turn-around-Time)

Downtime Penalty:

The Service Provider shall pay a sum equivalent to contracted cost per CT Scan (Head Non Contrast) multiplied by the total number of CT Scans done per day during the previous month multiplied by number of downtime days as penalty in the following cases:

- (a) If the machine is down for more than 30 days in a year, for each additional day of CT Scanner not in operation.
- (b) In case the machine is out of order for 72 hours and Service Provider has not made any alternative arrangements, then for each additional days beyond 72 hours of CT Scanner not in operation.
- (c) If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the contract may be cancelled.

TAT Penalty:

- (a) 50% penalty would be applied on the cases where TAT was beyond specified limits, and deducted from next month's payment,
- (b) On a case by case basis, in order to address delays in submission of reports due to Internet Connectivity Issues, an additional margin of 10% might be provided for cases of such delays upto a maximum of 72 hours in a particular month.

3. Software Up-gradation, Technology Up-gradation and Replacement of CT Tube: The machine shall be suitably upgraded by the Service Provider under following conditions:

- a. Review by a board appointed by HLL for assessing the need for a software up-gradation. Such reviews shall be conducted every year from the date of signing of the contract.
- b. If the equipment Provider understands the requirement of the technology up-gradation for the best interest of the contract, then bidder can request for such technology up-gradation from the HLL Authority and execute the up-gradation of the technology at its cost and based upon mutual consent.
- c. Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.
- d. CT tube will be replaced if found damage within the equipment uptime mentioned in the bid document at the cost of the bidder.

SECTION – VI

LIST OF REQUIREMENTS

A. Scope of Work and Services of the bidder

The scope of services include supply, Installation, Commissioning, Supervision, related Turnkey works, Demonstration, Trial run and Training of the 16 Slice CT Scan Facility including accessories & utilities at different locations across India on a Pay Per Use Basis. The scope includes executing the required Civil and electrical works (Turnkey works) and DG backup and related services for each CT supplied. The supplier will have to equip their centre with lifesaving and monitoring equipment like de-fibrillators, monitors, ventilators etc. in compliance with Medical Imaging Standard No. CEA/ MIS . 028. The bidder shall maintain the CT Scanner and its associated Equipment at its own cost for the entire contract period mentioned in the tender.

The CT equipment provided shall be capable of providing the following services;

1	C.T Head - Without Contrast
2	C.T Head - with Contrast (+/- CT angiography)
3	C. T. Chest - without contrast (for lungs)
4	C. T. Scan Lower Abdomen (Incl. Pelvis) With Contrast
5	C. T. Scan Lower Abdomen (Incl. Pelvis) Without Contrast
6	C. T. Scan Whole Abdomen without Contrast
7	C. T. Scan Whole Abdomen with Contrast
8	Triple Phase CT abdomen
9	C.T angiography abdomen/ Chest
10	C.T Enteroclysis
11	C. T. Scan Neck - Without Contrast
12	C. T. Scan Neck - With Contrast
13	C. T. Scan Orbits - Without Contrast
14	C. T. Scan Orbits - With Contrast
15	C. T. Scan of Para Nasal Sinuses - Without Contrast
16	C. T. Scan of Para Nasal Sinuses - With Contrast
17	C. T. Spine (Cervical, Dorsal, Lumbar, Sacral) - without contrast
18	C.T Temporal bone - without contrast
19	C.T - Dental
20	C. T. Scan Limbs - Without Contrast
21	C. T. Scan Limbs - With Contrast including CT angiography

22	C.T. Guided intervention - FNAC
23	C.T. Guided Trucut Biopsy
24	C. T. Guided intervention - percutaneous catheter drainage / tube placement.

HLL Lifecare Ltd., the Purchaser will provide requisite built up space for CT Scan center within the Hospital/Standalone premises, having uninterrupted power supply and a dedicated adjacent space for setting up a DG Set/Generator as power back up.

The bidder has to provide the following facility on pay per use basis as per the technical specification mentioned in Section . VII of this tender document.

B. Project Implementation Plan

This project is proposed to be implemented in multiple phases based on receipt of form orders from Central and various State Governments and other institutions. The successful bidder shall provide the aforesaid scope of services as and when intended by the contractor. The first phase (Phase I) of implementation would be in the 28 District hospitals of Uttar Pradesh, the details of which are provided in Schedule A at the end of this section. The second phase would be anywhere in India during a period of 2 years from the date of tender opening.

Whenever the intends are raised by the contractor for supply of aforesaid services, the bidder should inspect the built up space/facilities provided and assess the services to be delivered as per the requirements laid down under this Agreement.

a) The delivery and commissioning of the facility shall be completed within a period of 90 days from the date of indent/purchase order. However certain specific fast track projects may have faster implementation schedules which will have to be complied by the successful bidder.

b) Delivery and commissioning schedule of projects under Phase I is as under: (Refer Schedule A at the end of this section

- 1- Within 45 Days of Work Order: Commissioning of 12 CT Scan Facilities as per the indents raised
- 2- Within 120 Days of Work Order: Commissioning of 8 CT Scan Facilities as per the indents raised.
- 3- Within 180 days of Work Order: Commissioning of 8 CT Scan Facilities as per the indents raised.

C. Change of Scope

2.3.1 HLL may, notwithstanding anything to the contrary contained in this Agreement, either require the provision of additional Services with respect to the whole project at large or any particular facility, which is not included in the Scope of the Project under this

Agreement or decide to delete any service from the Scope with respect to the whole project at large or any particular facility (~~%~~Change of Scope+).

2.3.2 In the event of HLL determining that a Change of Scope is necessary, it shall issue to the Service Provider a notice specifying in reasonable detail the services contemplated thereunder (the %**Change of Scope Notice**+).

2.3.3 In the event that a Change of Scope Notice is issued, the Purchaser/Customer shall communicate to HLL the resultant impact (increase or decrease) on the Monthly fee/ payment payable to the Purchaser/Customer under this Agreement for the Change of Scope. After analysing the proposed Monthly fee/ payment modification received from the Service Purchaser/Customer for the Change of Scope within 15 days of receiving the notice, both Parties shall agree on the terms within 30 days of the Change of Scope Notice.

SCHEDULE-A:

The Location-wise implementation of Phase-1 is listed below:

Cluster	S.No	Name of Districts	Phase
1	1	Mathura	By 45 days
	2	Aligarh	By 45 days
	3	Hathras	By 45 days
	4	Auraiya	By 120 days
	5	Farrukhabad	By 120 days
	6	Kasganj	By 180 Days
	7	Etah	By 180 Days
3	8	Mahoba	By 45 days
	9	Bhadohi	By 45 days
	10	Ghazipur	By 45 days
	11	Kaushambi	By 120 days
	12	Chandauli	By 120 days
	13	Chitrakoot	By 180 Days
	14	Hamirpur	By 180 Days
4	15	Maharajganj	By 45 days
	16	Sant Kabir Nagar	By 45 days
	17	Deoria	By 45 days
	18	Siddharth Nagar	By 120 days
	19	Ambedkar Nagar	By 120 days
	20	Kushinagar	By 180 Days
	21	Amethi	By 180 Days
	22	Mau	By 180 Days
5	23	Pilibhit	By 45 days
	24	Balrampur	By 45 days
	25	Sitapur	By 45 days
	26	Shravasti	By 120 days
	27	Shahjahanpur	By 180 Days
	28	Lakhipur Kheri	By 180 Days

Section – VII

TECHNICAL SPECIFICATIONS

Note 1: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which its tender is liable to be ignored.

Note 2: Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel onsite for a minimum period of 1 month as and when required.

All software updates should be provided free of cost during warranty period and CMC period.

TECHNICAL SPECIFICATIONS

Schedule no. 1

Schedule -01: CT SCANNER 16 SLICE & ACCESSORIES (Brand New)	
1	Scanner:
	Whole body spiral CT scanner (16 slices) of latest technology
2	X-Ray Generator.
a)	It should be high frequency generator with output of 24 KW.
b)	KV range should be 90 to 130 KVP.
c)	mA should be 180 mA or more
3	X-Ray tube:
a)	X-Ray tube anode heat storage capacity of at least 2 MHU.
b)	Peak anode heat dissipation rate of at least 300KHU/minute.
4	Gantry and scanning table:
a)	Gantry aperture of at least 65 cm.
b)	Gantry tilt of +/- 30 deg or equivalent digital tilt is available with the system.
c)	Scan field of view 40 cm or more.
d)	Scanning table load of at least 150 kg
e)	Metal free scan able range of scan gram/topogram at least 120 cm.
f)	Facility of emergency manual traction.
g)	Table should have carbon fibre table top or equivalent.
h)	3D laser lights for positioning.
5	Detector System:
	Solid state detectors to acquire min. 16 slice at a time, free from frequent calibration.
6	High Contrast Resolution of at least 13 Lp/cm or more for axial and helical scanning.
7	Scan time: Minimum scan time for 360 degree rotation should be equal to or less than 1 sec
8	Slice thickness should be sub mm to 5 mm or more.
9	Spiral mode Specifications:
	Continuous data acquisition with over-lapping slices.
	b) Gapless spiral of at least 90 cm or more.
	c) Max. Helical for single cont. spiral of at least 90 sec.
	d) Bolus triggered and bolus chase spiral acquisition should be available.
10	Image Processing System:

	a) Main CPU should be at least 32 x 2 bit or more with RAM of at least 4 GB.
	b) Image reconstruction matrix of at least 512x512.
	c) Display matrix of at least 1024x1024.
	d) High resolution Medical grade LCD monitor of 21+or more.
11	Image Storage and raw data storage of at least 500 GB.
12	Image Archiving on CD R/W/DVD. Supply 100 CD R/W or 50 DVD. In addition CD/DVD archival with inbuilt DICOM format is required.
13	Image transferring/Networking: Should have DICOM interface for transferring images/information in DICOM standard and should permit communication between devices of various manufacturers
14	Standard Software: Routine software for image evolution and display. Should have minimum 3 ROI, angle, distance measurements, histogram, profile, symmetry and comparison, variable multiple image display with independent window setting, image annotation and labeling etc. should be provided.
15	SOFTWARE: All the software is to be available with the system main console.
a)	3D display programmed for the three dimensional display of surfaces, real time 3D VRT, MPR, MIP 3D SSD/MPVR should be provided.
b)	CT based DSA is required for neuro scans.
c)	Real time reforming of secondary views. Real time reconstruction should be possible in different planes, cine display, zooming etc.
d)	CT angiography with 3D capability and volume rendering capability.
e)	Virtual endoscopies with vol rendering tech.
f)	CT perfusion for head and body.
g)	Contrast monitoring software for matching of scan timing to peak bolus phase chase.
16	The unit should have AERB type approval & FDA/CE approval.
17	The vendor should provide all technical support for connecting the system to tele-radiology reporting system.
18	ESSENTIAL ITEMS TO BE INCLUDED WITH THE UNIT
1	PRESSURE INJECTOR latest model single head with remote control, standard make with 50 compatible disposable syringes.
2	Lead glass 100 x 150 cm or more with lead component as per AERB requirement.
3	Online UPS system of good brand like Tata Liebert /APC/Emerson, others for full system with SMF batteries for the complete system and provision of light in console and gantry room with backup of 15 min or similar rating DG set.
4	Integrated intercom and automatic patient instruction system should be provided

5	2 LED view box of two films and three films size (1 each)
6	Revolving chairs height adjustable, medium-back with hand-rest in the Control room, Radiologist room and viewing area. . 4 NO.S
7	Chairs for patient waiting area . Three seater (chrome plated). - 4 NO.S
8	Waste Bin -SS (Qty : 4 Nos)
9	Name boards for all rooms
10	Changing rooms should have change lockers and dressing table.
11	Diesel Generator of adequate capacity to sustain the normal functioning CT scan centre. - Specify make and capacity.
12	Suction apparatus of 1 HP capacity ; To be connected to the exam room.. 1No.
13	Class B oxygen cylinders with regulator, flexible cotton braid rubber hose to withstand 100 psi and humidifier bottle; To be connected to the exam room. - 1 No.s.
	Turnkey
	The Turnkey Scope of Work – CT
	The Supplier should inspect the proposed site for the CT Scanner and they are required to submit the plan for the complete CT Scan Centre on a turnkey basis. The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Air-conditioning and Fire fighting for the construction of CT Scan Centre.
	While preparing the plan, the following aspects have to be addressed.
1	Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through corridors and doors.
2	Radiation shielding for doors, walls, windows etc.
a)	Furniture like desk, chairs, shelves etc.
b)	The area of 800 sq.ft and Air-conditioning of Tonnage 7.5 TR will be considered.
3	The CT SCAN CENTRE shall consist of the following rooms:
a.	CT Gantry Room
b.	Console room
c.	Equipment room
d.	Patient preparation room with dress changing facility
e.	Common toilet
f.	Patient waiting area
g.	Radiologist room
h.	16 Port Ethernet Switch with a Giga-Bit Speed
a)	Civil work
b)	Civil construction work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan.
c)	Concrete bed at CT equipment area.
d)	Platform for unloading and shifting the CT should be provided if necessary.

e)	Cable tray, trench & channel . necessary trenches, cable tray and channels at required location would be provided.
f)	All the construction work to be done as per the final plan approved by the Consignee.
g)	Active and passive room shielding for magnetic, fringe field should be provided as per the requirement of the equipment.
1	Flooring
a)	600 x 600 mm vitrified tiles with 100mm tile skirting to match in console room, lobby and patient preparation areas, Radiologist room etc.
b)	50 mm thick cement concrete flooring with Vinyl flooring in CT equipment / UPS room.
2	Painting
c)	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in patient preparation area, Lobby area, console room, CT Gantry & Equipment room etc.
3	False Ceiling
d)	Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.
4	Plumbing work
a)	All water pipes and fittings shall be of high density polythene of approved and standard make. The gratings shall be brass chrome plated. All plumbing accessories should be of standard make.
b)	Hot water service to be provided if required.
5	Electrical work
a)	The supplier shall be required to specify the total load requirements for the CT scan centre including the load of air conditioning , room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the CT Scan centre area. The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the UPS to provide emergency lighting.
b)	Wiring . All interior electrical wiring- with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
c)	Switches light and power points should be of modular type and of standard make as listed below.
d)	General lights . Mirror optical type 1X28 W or 2X28 W/CFL fittings 2X36, 3X36 W with electronic ballasts
6	AIR CONDITIONING:

a)	Ductable package air conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be effective to eliminate moisture condensation on equipment surface. The Air conditioning should be designed with standby provision to function 24 hours a day.
b)	The outdoor units of AC should have grill coverings to prevent theft and damage.
c)	Ventilation is required in toilet.
SL NO	LIST OF ITEMS AND SUGGESTED MANUFACTURERS.
	ITEMS PREFERRED MAKES
A	FLOORING VITRIFIED TILES -Somany, Kajaria , H&R Johnson, RAK india
B	PAINT - Dulux, Asian Paints , Nerolac
C	PLUMBING - Kohler, Jaguar , Grohe , Roca
D	SANITARY ITEMS - CERA, Hindware, Parryware
E	ELECTRICAL
1	CABLES - Finolex, Havells ,V-Guard
2	SWITCHES - Legrand, L&T, Crabtree , Roma
3	DISTRIBUTION BOX , MCB - Legrand, L&T, Siemens, Havels
4	LIGHT FITTINGS - Philips / Crompton / Kesselec-Schreder / Wipro.
F	AIR CONDINTIONING - Daikin, Hitachi, Blue Star, Voltas,
G	FURNITURE - Hermen Miller , Godrej , Featherlite

Schedule -02: Workstation, Software and Hardware Components.

Schedule -02 consists of complete technical specification of Schedule-01 with turnkey and specification of TELERADIOLOGY REPORTING SOFTWARE WITH RIS as given below:

TELERADIOLOGY REPORTING SOFTWARE WITH RIS

A) TECHNICAL SPECIFICATIONS

The Teleradiology software shall have the capability to report images of Mammogram, Digital X-Ray, CT and MRI of various hospitals across the Facilities of Installations from one or more reporting centers. The software is able to do the reporting CT /MRI/DR/CR images from different hospitals through a local / central server, which may be hosted in a cloud / virtual cloud / on premise. However more centers will be added in future into the network. The vendor should quote the software to connect infinite number of remote

hospitals with the Teleradiology reporting facility. The software offered shall have unlimited user license or adequate user license to facilitate tele-reporting.

The proposed solution should be cloud based or a set of images should be stored in a centralized cloud / virtual cloud / centralized storage environments. The vendor should provision to store 7 yrs data. The data should be stored within India.

Required work flow:

The overall workflow for the Tele-radiology across district hospitals, central server and reporting stations is as mentioned below:

- 1) Patient comes to the district hospital and undergoes certain radiology investigation of CR/CT or MRI
- 2) Radiology data of the patient is captured and stored in the Local PC/Server at the hospital
- 3) These studies are sent to the reporting center at the central location or made available through any means of communication for the reporting using Tele Radiology solution.
- 4) Radiologist accesses the Patient image using Tele-Radiology solution and reports the same.
- 5) As soon as Radiologist confirms the report, it is made available at the respective hospital in the local application. These reports are digitally signed by the radiologist and cannot be altered by any one.
- 6) All these district hospitals are connected to the central server or any other similar environment, which backups all the images as well as data for a period of 7 years.

Teleradiology software spec:

- Tele-radiology software should be web based application. It should be accessible via Internet from anywhere in the world with any browser
- Image Viewing should be platform independent and should work with Windows, Linux and MAC
- The viewer should be an Zero foot Print viewer
- Architecture should be Server . Client Distributed and web based
- The server should have streaming capability and should support JPEG2000 lossless compression.
- It should allow easy and fast downloads of Images with data card and laptop
- Users can either select to view complete dataset OR can select specific series to load images in viewer

- Irrespective of bandwidth available user should be able to start viewing images immediately after login to the system
- User should be able to select the ROI (region of interest) and prioritize the data which is downloaded from server.
- Should have the feature to view the images through I phone/I pad and Android devices in DICOM format. User should be able to do basic 3D(MIP/MPR)on mobile devices
- Offline cache : User should be able to cache the data for offline viewing.
- Viewer should resume the data downloaded from the last instance. It should not Download the data from scratch.
- User should be able to save annotations on the images and that should be visible to other users when they refresh the data.
- Reporting Module should have option for attaching report as PDF .doc and HTML format. MS word options should be integrated / made available with the reporting module
- Modalities wise template selection option also required.
- Report page should launch from the viewer itself.
- Patient History attaching option with study as HTML, Doc PDF Format.
- Should have the option to view the patient history from the viewer itself.
- Users should be able to digitally sign the reports. They can generate their private keys from server and use it to sign the reports. If report content is tampered it should show report as unsigned
- Should support reporting macros.
- Should support report search engine.
- Teleradiology server should work without static IP or the Teleradiology reporting team should provide the static IP without any cost to the purchaser
- Admin should be able to view the logged in users and their activities.
- Admin should have the audit trail support.
- Group Management : Admin should be able to define groups
- User Management: Admin should be able to define any number of users. Users can be assigned to a particular group.
- Billing: Admin should be able to generate various reports based on time duration, centre and reporting doctor.
- SMS Integration :should be able to send SMS and email alerts
- Log Monitoring: Admin should be able to view running logs for various processes for debugging purpose.
- Should have unlimited concurrent user license.
- Should have integrated online collaboration module with video conference to discuss the case with the doctors at the district hospitals by the reporting radiologist.

- Should have Duty roster Management, Audit trails, Dash boards, MIS reports, TAT(Turn-around-time) options for the admin user
- The MIS reports to be customizable based on the feedback from the Govt officials/HLL team.

DICOM uploading software (At the remote hospitals)

- Study should upload to the central server automatically and should have auto resending option in case of internet failure during the transmission.
- End user account and activity should controlled by administrator.
- Should have the study and centre assignment option with edit rule features.
- Should have the provision to view the report and print the report.
- Should have dash board report for all activities like no of studies, no reports generated by individual users.
- DICOM upload should be automatic from the remote centre to the central server.
- Should have the status of uploaded DICOM images.
- Software should try automatically retry to upload the images in case of intermittent failure in the internet connectivity
- Have the option of pause and stop the uploading.
- Should have the option of deleting the uploaded studies.
- Upload centre can assign the preferred doctor for the reporting.
- Should have the option of uploading the patient history and case sheet of the patient
- Should have the option of uploading the data by selected series wise

Radiologist Viewing software:

The DICOM viewing software at the radiologist end should have the following features:

- Window level/window width adjustments.
- Predefined WW/WL for abdomen, Bone, Cerebrum, Liver, lung, mediastinum, Pelvis, Posteriorfossa and suddural etc. (additional presets could be added).
- Function keys for changing WW/WL
- Hounsfield unit measurements
- Full screen display for optimal screen usage.
- Different screen layouts (1x1,2x2,3x3 and 4x4).
- Comparison mode.

Different series of the same study like plain and contrast

Different studies of the same patient (CT and MRI or CT and CR).

- Localiser and scout lines display.
- Text and graphic overlays.
- Left/Right markers.
- Zoom and Pan
- Magnifier
- Gray scale invert
- Measurement tools-draw arrow, draw ellipse, draw polygon, measure angle, measure distance, write text etc)
- Orientation tools-Flip horizontal, flip vertical, rotate right, rotate left, reset orientation)
- Marking as a key image
- Basic 3D like MIP and MPR
- Stack and Page modes
- Interactive windowing.
- Show and hide annotations
- Saving the annotations
- Series synchronization(Auto sync and manual sync)
- Cine loop (forward and backward with adjusting cine speed)
- Auto spine labelling tool
- Export images(current image, current series, current study)
- Export to Avi format
- DICOM CD burning
- Offline viewing via cache option
- DICOM push option to send images to other DICOM nodes
- Dual monitor support
- Patient history viewing option
- Reporting module interface integrated with the viewer
- Should have unlimited user license.
- Basic 3D like MIP and MPR
- Hanging protocol support
- Should have structured reporting.
- Should have MRI Spine labelling tools

The radiology work station should have the following advanced 3D modules for the post processing

- Vessel Analysis and Path Tracker
- Flythrough and Virtual Endoscopy
- SSD

- Double-oblique MIP and MPR
- Volume Rendering, MIP, MPR, MinIP, Raysum (Thick MPR)
- Volume Sculpting Volume Measurement
- Image registration
- Trimming
- Thin Slab/Obligue Trim
- Sculpting
- 3D Flythrough
- Automatic Flythrough
- Virtual Endoscopy-Fly Mode
- 3D Volume templates
- Color and Shading Settings
- Adjusting 3D visualization speed
- Registration Points on CT
- Registration Result
- Clip planes
- 2D, 3D Batch movie tool

General Requirements:

- Supports all DICOM modalities like MRI, CT, SPECT, PET, CT, DR, CR, MG, USG
- DICOM viewing stations should enabled through LAN as well as Web
- Software should be HIPPA &HL7complaint , FDA and CE approved

Miscellaneous

- The system should allow viewing of DICOM images on iPad / iPhone / Android through a Native viewer or web-browser and should have MIP/MPR option.
- Video conferencing should be supported through the system which allows team members in/across the group to discuss the cases.
- Academic library should be supported where users can create their personal folder and keep the interesting features
- A dedicated Search Engine capability as reports are text.data will have to be provided. The search engine should have tested with 150K reports
- Should support Zero Foot print viewer and no need to install any software on the viewing terminals for the clinicians
- The Viewer solution should be platform independent and should work on Windows as well as Linux

Networking:

The vendor should provide the necessary networking for the whole project.

At the remote hospitals:

Networking to connect the various modalities with the DICOM uploading PC should be scope of the vendor in all the hospitals.

Internet connectivity:

The vendor has to provide the internet connectivity at the district hospitals. The vendor has to provide the same from reputed ISPs like BSNL, Airtel, Reliance etc.

IMAGE VIEWING FACILITY AT DISTRICT HOSPITAL

The Supplier shall also ensure at its own cost, an IT enabled Image Viewer work station having requisite software (PACS) for viewing CT scans at the Radiology department of the District Hospitals with a storage capacity of 5 TB, where the images and soft copy of the report of the patient should reach within stipulated time. The Service Provider also needs to record patient details, test results and any defined MIS reports, in the CT Scan Monitoring System, on real time basis.

The vendor should provide entire data back up as and when required by HLL. The up time of the service should be 99.99%. For every drop of 0.01% in assured up time penalty will impose.

B) TELE-RADIOLOGY INFRASTRUCTURE:

The supplier shall make available infrastructure for the Tele-Radiology reporting. The main server; the central server could be hosted in cloud. The live data shall be available minimum one year in online. The supplier should provide the cost effective offline storage at its own cost for keeping the entire data for 7 years.

The vendor should provide entire data back up as and when required by HLL. The up time of the service should be 99.99%. For every drop of 0.01% in assured up time penalty will be imposed.

The necessary SaS (Software as a service) infrastructure should be provided in enterprise cloud platform with 100% mirror backup for the smooth access of the service by a minimum 100 concurrent users.

The required SaS infrastructure should be designed in such a way that meeting the image storage requirement of HLL.

The party should provide entire data back up as and when required by HLL

Note: The above technical specification is given as a general one; the vendor can provide alternate equivalent technology as tele-radiology infrastructure at their own costs without additional cost to the purchaser.

C) DASHBOARD

1. Real Time Dashboard giving the statistical details for the entire project period with respect to multiple scenarios which DHO/CMO/MOH requires during the entire project period. The Party shall customize these modules as and when requirement raises at free of cost for the entire project period.

2. All case studies received shall grouped by Modality wise, Hospital wise, Scheme wise and district wise in both pie chart and bar chart with further data drill down option.

3. Ensure the following points need to be integrated in the real-time dashboard.

- a. Dashboard UI shall be configurable at any point of time with a user friendly drag and drop or any means of self-service methodology with restricted admin rights for configuration.
- b. Dashboard page may need to host in a public URL with a fully encrypted (for viewing only-with disabled right click access) mode
- c. Ensure the below mentioned points are made available in the dashboard which is designed and developed as per HLL requirement.
 - i. Total Patient Count.
 - ii. Total CT Scans.
 - iii. Total Number of CT scans Reported.
 - iv. Reports in Progress.
 - v. A pie Chart & Bar chart which indicates %Hospital Wise CT Scan+ of patient visit.
 - vi. A pie Chart & Bar chart which indicates %Institution Wise TAT+of patient visit.
 - vii. Number of CT Scans Reported with in TAT.
 - viii. Number of CT Scans Reported outside of TAT.
 - ix. Hospitals with Highest & Lowest number of CT scan.

- x. Districts with Highest & Lowest number of CT scan.
- xi. No of cases with Contrast.
- xii. Normal and Abnormal CT Scan reports.
- xiii. Repeated CT Scans count.

2. Statistical Tab.

Upon filtering the date. A current statistical information shall get retrieved from database which consist of the following data:

- a. District Name.
- b. Hospital Name.
- c. CT Scans received.
- d. Case reported.
- e. Case not reported.
- f. Plain studies.
- g. Contrast Studies.
- h. Normal CT scans.
- i. Abnormal CT Scans.

3. MIS Reports.

Shall take all district wise Tele-radiology report. The following headers are mandatory.

a. CT Scans Received.

- i. District Name.
- ii. Hospital Name.
- iii. Received Case Numbers.
- iv. Gender.
- v. Age 0-12
- vi. Age 13-30
- vii. Age 31-50
- viii. Age 50 and above.

b. TAT Reports

- i. District Name.
- ii. Hospital Name.
- iii. Reported within TAT.
- iv. Reported beyond TAT.

c. Scheme Based Reports

- i. District name.
- ii. Hospital Name.
- iii. Scheme Name.

- iv. Received Case Numbers.
- v. Study reviewed.

d. District based Reports.

- i. District Name.
- ii. Hospital Name.
- iii. Received Case Numbers.
- iv. Gender
 - 1. Male
 - 2. Female

D) PATIENT VISIT MANAGEMENT & BILLING MODULE

1. Software system shall allow to book prior appointment for scanning.
2. System shall have an option to cancel or reschedule the booked appointment.
3. System shall consist of a standard Patient Visit Management module.
4. Against the registration, patient needs to be given by an advance bill receipt and once the scan is done and receptionist shall approve the scan completion and able to convert the advance receipt into patient bill.
5. Once Report is ready against the bill. There shall be an option to send E mail through the software to the registered patient Email ID (If payment is done). This shall be done from the receptionist after authorisation.
6. The system shall display both the active/completed scan history/Current status of the patient scan profile.
7. The system shall have an option to acquire customer E-mail & Mobile Number as a required part of customer profile during registration/Appointment.
8. Patient shall get an intimation through SMS to the registered mobile, when a bill generates against a patient.
9. Patient shall get an intimation through SMS to the registered mobile, when a report is ready to dispatch.
10. The system shall display detailed invoice for current order as entitled by HLL.
11. The system shall provide a uniform look and feel between all the web pages.
12. When a appointment query request from patient, the front-desk staff checks to see if the patient is already registered with the Software. If he is, his/her Personal Health Number (PHN) is entered into the computer or through mobile number patient previous visit shall be tracked. Otherwise a new Personal Health Number is given to this patient. The patients information such as date of birth, address and telephone number is also entered into computer system along with the service details.
13. Salient Features:

- a. Collection of Payment by Cash/Credit Card/ DD or Cheque.
 - b. Scheme based billing (Cash, Credit, Partial Cash & Credit) shall be enabled through system.
 - c. Partial Cash and Credit billing option.
 - d. Registration information shall support finance aspects and pass it to finance Module reports.
 - e. Provision for database search with Name, Surname, Card no., Cell no etc
 - f. Receipts, refunds, Credit Note Generation.
 - g. Provisional & Final Bills.
 - h. Department wise services availed.
14. Front-desk staff will be the main users. Given the condition that not all the users are computer-literate. Some users may have to be trained on using the software system. The system is also designed to be user-friendly.
 15. Response Time- The system shall give responses in 1-2 second after checking the patient's information.
 16. User-interface- The Graphical user-interface screen shall respond within 5 seconds.
 17. Back Up-The system shall provide the capability to back-up of entire transactional data in regular intervals.
 18. Errors-The system shall keep a log of all the exception handlers/errors.
 19. Availability-The system shall be available all the time, if no internet connectivity the software shall enabling in offline.
 20. Security: Each member is required to enter an individual password when accessing the site. IT Administrators have the option of increasing the level of password security their members must use. The data on your site is secured through multiple layers of protection. One of those security layers involves member passwords. For maximum security of your site, each member must protect their password.
 21. Performance requirements: The performance of our product is at its best if stored locally, as the response time will be much faster. If the product accessed via Internet, the performance is limited by the connection speed. The only foreseen limitation is that of web-server response.
 22. Safety: Humans are error-prone, but the negative effects of common errors should be limited. E.g., users should realize that a given command will delete data, and be asked to confirm their intent or have the option to undo.
 23. Monthly consolidated patientwise, testwise, doctorwise, districtwise, credit schemewise report shall be generated.
 24. A no fee receipt shall be generated after each scanning for providing to patient.
 25. Integration with HIS and/or LIS to be provided subject to the availability at the Facility.

E) INVENTORY MODULE

Inventory module deals with the management of Equipments, Materials, Consumables, and Medicines & Asset items in different centres and multiple centres will be connected through a central warehouse. Requisitions for different items/equipment are sent to this warehouse from different locations and accordingly the warehouse issues items/equipment to various locations or if the stock is below the minimum order level, Warehouse will be raising indent for the same to corporate purchase department and they generate purchase orders for purchases. This also maintains records of purchases, stock, and supplier list, rate contracts, item/equipment/material master tables etc.

1. Maintains the details of all items, its suppliers and purchase details.
2. Option to categorise items in different groups.
3. Generate Purchase order linked with warehouse indents.
4. Maintain Separate Stock of Central Store & Multiple Sub Stores.
5. A particular store can indent items from all other stores.
6. Maintain vendor details from whom Items are being purchased.
7. Central Store can acknowledge return of purchased item.
8. Option to return stock from various centre stores that are not required by them back to the Central Store.
9. Different store can issue Items to other Stores, Department.
10. Strict Check on the Expiry Date of Medicines & Consumables.
11. Items can be issued according to FIFO & LIFO check.
12. Maintain Reorder Level of Items and warn accordingly.
13. Shall have facility to track goods nearing expiry
14. Option to enter Item/Material consumption of items sub department wise.

The following MIS reports can be generated as part of this module:

- i. Report of all items according to their group.
- ii. Stock in Hand Report (item & category Wise).
- iii. Stock Valuation on Purchase Rate & M.R.P.
- iv. Report on Stock Movement as when & from where Item was issued and to whom it was issued.
- v. Items Expiry list & warning.
- vi. Reorder Level of Items.
- vii. Purchase & Issue Registers.

GENERAL POINTS:

Service: Service offered should be available at the city of Hospital/Institution/Medical College/Organisation/Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs. The service should be provided by Tenderer/Indian Agent. The Supplier shall confirm that the spares for the equipment shall be available for at least 10 years from the date of supply.

Training: On Site training/ **at Principals site** to Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same shall be in line with the training modalities as specified in the General technical Specifications.

The cost should include preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 7 years on yearly basis for complete equipment (including other vacuum parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in three months during the contract period

The supplier will have to maintain an uptime of 335 days in a year with maximum 12 days downtime at a stretch and a total of 30 days in a year. Penalty would be levied basis the following two parameters: .i) Downtime. ii) TAT (Turn-around-Time)

Downtime Penalty: The Service Provider shall pay a sum equivalent to contracted cost per CT Scan (Head Non Contrast) multiplied by the total number of CT Scans done per day during the previous month multiplied by number of downtime days as penalty in the following cases:

- (a) If the machine is down for more than 30 days in a year, for each additional day of CT Scanner not in operation.
- (b) In case the machine is out of order for 72 hours and Service Provider has not made any alternative arrangements, then for each additional days beyond 72 hours of CT Scanner not in operation.
- (c) If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the contract may be cancelled.

- TAT Penalty:

(a) 50% penalty would be applied on the cases where TAT was beyond specified limits, and deducted from next month's payment,

(b) On a case by case basis, in order to address delays in submission of reports due to Internet Connectivity / software Issues, an additional margin of 10% might be

provided for cases of such delays upto a maximum of 72 hours in a particular month.

During the contract period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

All software **updates and changes** should be provided free of cost during the contract period.

Failure of the above by the supplier, may lead to the forfeiture of the Bank Guarantee.

Turnkey: The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with the consignee. The Turnkey Work should completely comply with AERB requirement, if any.

Section – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

01 Name of the manufacturer

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

02 Plant and machinery details

03 Manufacturing process details

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

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

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

07 Test certificate held

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

08 Details of staff

- a. technical
- b skilled
- c unskilled

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

01. The Tenderer must be an Original Equipment Manufacturer (OEM), Agent/Distributor/Channel Partner of the OEMs or a Consortium formed by the Original Equipment Manufacturers and the Tele-Radiology Service providers from India or abroad who meet the eligibility criteria as under:
02. The Tenderer or a member of the Consortium should have supplied, installed and satisfactorily maintained at least 25 CT Scan Units, in the last **Five** years prior to the date of Tender, similar equipments meeting the major specifications of equipments of this tender against which the tenderer intends to quote.
 - a) Overseas manufacturers/suppliers should have the aforesaid experience in providing such services to countries other than their country of origin.
 - b) The Authorized Distributors/Channel Partners of the manufacturer shall have the aforesaid experience in providing such services anywhere in India. This condition shall also be applicable to other eligible supplier firms as per the terms of tender.
 - c) The tenderer should have sound financial background with positive net worth for the past three financial years. Bidder should also have an average annual turnover equivalent of INR 200 crore in the last 3 years. Bidder to attach the balance sheet/ IT returns for the last three financial years duly certified by a Chartered Accountant shall be submitted as proof along with the Bid.

Note

1. In support of Clause. 2 above, the Tenderer shall furnish Performance statement in the enclosed Proforma ~~Aq~~ The tenderer shall furnish Satisfactory Performance cum installation Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control procedures of the company.
3. Notwithstanding anything stated above, the Purchaser/Customer reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily

before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser/Customer.

4. The Purchaser/Customer reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the Purchaser/Customer for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA "A"

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer(s) : _____

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

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

Signature and seal of the Tenderer

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

*****The bidders are requested to submit the latest purchase order copies for the specific model quoted along with the price bid.**

**Section – X
TENDER FORM**

Date_____

To
**Associate Vice President (Projects),
HLL Lifecare Limited**

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to provide services in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender.** If our tender is accepted, we undertake to perform the contract and provide services as mentioned above, in accordance with the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section . V . %Special Conditions of Contract+, for due performance of the contract.

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

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

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

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

SECTION – XI
PRICE SCHEDULE

DESCRIPTION OF WORK and quantity	Schedule	Scheme	Quoted as a % of the CT Scan rates as provided under Sec XVIII
Supply, Installation, Commissioning, Supervision, Turnkey works, Demonstration, Trial run and Training etc and hand over the CT Scan Facilities (including DG set and allied turnkey work and related services as required in this tender) to HLL (completed in all aspects and ready to use) for a period of 7 years.	1	CT-Scan 16 Slice Equipment with all Accessories; Turnkey Implementation and DG Set- (Ref: Technical Specs: Schedule-1)	----- (In fig) ----- (In words)
	2	Tele-Radiology Soft-wares & Hard-wares: (Ref: Technical Specs: Schedule 2) PACS & WorkStation; RIS Clinicians Order Entry; MIS Dashboard & Integration with DHO/CMO/MoH; Tele-Radiology Platform: &: 2 nos Computers (i-5 Processor with 4 GB RAM & 500 GB Hard Disk) 2 nos Printers 1 nos 32+LED TV	----- (In fig) ----- (In words)
	3	Tele-Reporting (Radiologist Fee)	----- (In fig) ----- (In words)
		Total %	

Note: -

1. The bidder shall quote for Any One OR All of the Schemes.
2. The quote will be a percentage (%) which means that the rate payable per case for the particular test would be the quoted percentage value of the Schedule XVIII rate for the particular test.
3. The quote shall be a single percentage (%) for a scheme which means that the same percentage shall be applicable for all tests/cases as per Schedule XVIII under the particular scheme.
4. The bidder can quote different percentages (%) for different schemes.
5. The bidder who offers the lowest aggregate percentage (%) under All schemes would be considered as the L1 bidder. However if HLL decides to opt out of a particular scheme/ schemes (at the sole discretion of HLL during tender

evaluation), then the bidder who offer the lowest aggregate percentage of the remaining scheme/schemes would be considered as the L1 bidder.

6. The scheme/schemes which were dropped at the time of evaluation will not be reconsidered in future for the purpose of this tender during the term of contract.
7. The quote should cover all the expenses and applicable taxes. However, HLL will release the payment after deduction of applicable service tax payable.
8. No other claims other than the above mentioned rate shall be payable by HLL to the bidder.
9. The bidder has to install the equipment as required, for which HLL will pay as per the usage of equipment. The usage of equipment is defined as one complete CT scan study as one use. The maximum working days in a month is counted as 24 days normally, so the monthly usage charge payable will be calculated based on 24 working days.
10. Tele-radiology reporting should be in compliance with the Minimum Wages Act. A Radiologist could sign off ONLY 40 scans a day due to quality concerns.
11. Minimum Commitment:

(a) HLL hereby commits to a **minimum number of 10 scans per day for the 1st & 2nd Year of operations and 15 Scans per Day from the 3rd Years onwards till the period of the Contract** and total working days in a month shall be reckoned as 24 days. The minimum commitment volume shall be invoiced at the end of each month. In the event that the actual cases volume in any given month is more than the minimum cut-off volume for that month, HLL shall pay in accordance with the quoted rates at actuals for such extra cases but only up to the **Maximum Cut-Off Volume of 28 Scans/ Day for the 1st & 2nd Year of operations and 30 Scans per day from the 3rd Year of operations onwards.**

In case the maximum cut-off volume is exceeded in any month, the excess cases above the maximum cut-off of 28 Scans/Day for the 1st & 2nd Year & 30 Scans/day from the 3rd Year onwards shall be paid as per the following conditions:

- a. Modality cost shall be paid @50% of the quoted rate.
- b. Tele-Radiology shall be paid at actuals.

If the minimum commitment is not reached HLL will pay the minimum committed volume based on the average realization of the quoted rate of the bidder for the current month.

(b) By the fifth (5th) business day of the month following the month of the examinations, authority will send to Supplier the Metering Report of the actual use

of the installed Equipment in the preceding month. The Metering Report shall include the number of examinations conducted by using the Equipment during the month.

(c) Supplier shall issue and deliver the respective collection documents/ invoice within seven (7) days of receipt of Metering Report. Invoice value would be the rate per scan set offered with inclusive all taxes. During the period between the date of receipt of the Metering Report and the issuance of the collection documents/invoice the Supplier may verify the metering indicated by authority.

2. All payments will be made by means of Cheque drawn in the name of Supplier OR through Electronic mode and payable at par within seven 30 days of receipt of invoice from the supplier.
3. All the Tangible Assets should be transferred FREE of COST to HLL after the period of 7 years.

Name _____

Business Address _____

Place: _____ **Signature of Tenderer** _____

Date: _____ **Seal of the Tenderer** _____

SECTION – XII

QUESTIONNAIRE

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

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

SECTION – XIII
BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the %Tenderer+) has submitted its quotation dated _____ for providing services _____ (hereinafter called the %Tender+) against the Purchaser/Customer s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the %Bank+) having our registered office at _____ are bound unto _____ (hereinafter called the %Purchaser/Customer) in the sum of _____ for which payment will and truly to be made to the said Purchaser/Customer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

The conditions of this obligation are:

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser/Customer during the period of its validity:-

fails or refuses to furnish the performance security for the due performance of the contract or fails or refuses to accept/execute the contract or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

_____ .

(Signature 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 – XIV

MANUFACTURER'S AUTHORISATION FORM

To

**Associate Vice President (Projects),
HLL Lifecare Limited**

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

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

(please provide reason here).

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

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

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 – XV
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

HLL Lifecare Limited,

Thiruvananthapuram

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to provide CT Scan Services as per tender conditions (description of goods and services) (herein after called "the contract").

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee shall be valid up to 90 (Ninty) months from the date of Notification of Award i.e. up to ----- (indicate date)

õ õ õ õ õ õ õ õ õ õ õ .

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

õ .

Name and designation of the officer

õ .

õ .

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

SECTION – XVI
CONTRACT FORM

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

(Address of the Purchaser/Customer/Consignee office issuing the contract)

Contract No _____ dated _____

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

1. Name & address of the Supplier: _____

2. Purchaser/Customer TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Purchaser/Customer

3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the Purchaser/Customer in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

(i) General Conditions of Contract;

(ii) Special Conditions of Contract;

(iii) List of Requirements;

(iv) Technical Specifications;

(v) Quality Control Requirements;

(vi) Tender Form furnished by the supplier;

(vii) Price Schedule(s) furnished by the supplier in its tender;

(viii) Manufacturers Authorisation Form (if applicable for this tender);

(ix) Purchaser/Customer'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 . sGeneral Instructions to Tenderers of the Purchaser/Customer's TE document shall also apply to this contract.

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

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier

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

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

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

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

(b) Designation and address of Purchaser/Customer's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

6. Warranty clause

7. Payment terms

8. Paying authority

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

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII CHECKLIST

Name of Tenderer:

Name of Manufacturer:

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

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

13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you enclosed the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER or Institute of National importance for the specific model quoted along with the price bid			

N.B.

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

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION – XVIII
CGHS NON-NABL LUCKNOW CIRCLE RATES

SL.No	CT Scan Investigation/Procedure	Non-NABL
1	CT Head-Without Contrast	765
2	C. T. Chest - without contrast (for lungs)	1445
3	C. T. Scan Lower Abdomen(Incl. Pelvis) Without Contrast	1275
4	C. T. Scan Whole Abdomen Without Contrast	1778
5	CT angiography abdomen/ Chest	4250
6	CT Enteroclysis	6375
7	C. T. Scan Neck . Without Contrast	1326
8	C. T. Scan Orbits - Without Contrast	1020
9	C. T. Scan of Para Nasal Sinuses- Without Contrast	1063
10	C. T. Spine (Cervical, Dorsal, Lumbar, Sacral). without contrast	1224
11	CT Temporal bone . without contrast	893
12	C. T. Scan Limbs -Without Contrast	1445

Note: 1) For Contrast cases mentioned other than above and CT guided FNAC procedures an additional Rs.50/- (Rupees Fifty only) per study will be paid as modality charges (Schedule No-1, CT scan) to the service provider.
